



**Transport
for NSW**



Volume 2 of 6

**SYDNEY METRO CITY & SOUTHWEST
DEMOLITION CONTRACT**

Contract Number: SMCSW-131

Contract Schedules

Between

Transport for NSW

(PRINCIPAL)

ABN 18 804 239 602

and

Metropolitan Demolitions Pty Limited

(CONTRACTOR)

ABN 67 099 769 052

22 Giffnock Avenue Macquarie Park NSW 2113

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PART A - GENERAL

Schedule A1. Contract Particulars

Contract Documents
(Clause 1.1)

The General Conditions and the Schedules

Contractor:
(Clause 1.1)

Metropolitan Demolitions Pty Limited (ABN 67 099 769 052)
Level 1, 396 Princes Highway, St Peters, NSW 2044

Date for Completion:
(Clause 1.1)

See Schedule A2 for Date for Completion of each Portion

Defects Rectification Period:
(Clause 1.1)

The Defects Rectification Period for each Portion is the period commencing on the Date of Completion of the Portion and expiring [REDACTED] after the Date of Completion of the last Portion to achieve Completion.

Environmental Representative:
(Clause 1.1)

To be advised

Interface Contractors:
(Clause 1.1)

See section 4 of the SWTC

Nominated Interface Contractors:
(Clause 2.9)

- Telstra
- Optus

Original Contract Price:
(Clause 1.1)

[REDACTED]

Portions:
(Clause 1.1)

See Schedule A2

Principal's Representative:

[REDACTED]

(Clause 1.1)	Senior Project Manager Sydney Metro City & Southwest Project
The Site: (Clause 1.1)	See Schedule E1
Third Party Agreements: (Clauses 1.1 and 2.11)	See Schedule E4
Working days: (Clause 1.2(m))	Monday to Saturday excluding public holidays in Sydney and rostered days off.
Order of Precedence: (Clause 1.4)	The Contract excluding the Schedules and the Exhibits; then <ul style="list-style-type: none">(a) Schedules A1, then(b) the SMRs (Schedule D1); then(c) the SWTC (Schedule C1); then(d) Schedules A2, A4, A8, A9, A12, A13, A16, A17, A23, B1, B2, B3, B4, B5, B6, B7, B8, D2, E1, E3, E4, E5, E6, E7, E8, F1, F2, F3, F4, F5 and F6; then(e) Exhibit 1.
Amount for approval of Subcontracts: (Clause 2.2(b))	Subcontracts with an initial price of [REDACTED] or greater.
Subcontract prices for which security of payment provisions are required: (Clause 2.2(e)(i))	Subcontracts with an initial price of [REDACTED] or greater.
Subcontractors required to execute deed in form of Schedule A9: (Clause 2.2(e)(iv)A)	Subcontracts with an initial price of [REDACTED] or greater. The following categories:

(Clause 2.2(e)(iv)B)

- all Subcontracts and consultant engagements which include any element of design; and

Parent Company Guarantor:
(Clause 2.7(f))

Metropolitan Demolitions Holdings Pty Ltd (ACN 104 766 047)

The party responsible for payment of the Long Service Leave Levy is
(Clause 2.8)

Contractor

Site access preconditions:
(Clause 3.1(c)(ii)E)

See Schedule E1

Condition surveys for the following properties:
(Clause 3.13)

See Schedule E8

The principal contractor under the WHS legislation is:
(Clause 4.7)

Contractor

Applicability of Building Code:
(Clause 4.11)

Clause 4.11 does apply.

Number of copies of Design Documentation and survey information:
(Clause 5.5)

One (1) copy in electronic format

Percentages to be applied to

Clause No.

percentage

Change and daywork costs:
(Clauses 6.4 and 6.7)

6.4(b)(ii)A

[REDACTED]

6.4(b)(ii)B

[REDACTED]

6.7

[REDACTED]

Provisional Sum Work:
(Clauses 1.1 and 7.3)

See section 3 of the SWTC

**Percentages for Overhead Costs
and profit:**
(Clause 7.3(b)(ii)B.2)

[REDACTED]

New Defects Rectification Period:
(Clause 8.6)

[REDACTED]

Contractor's Personnel
(Clauses 2.1(d), 9.4(a) and 9.4(b)(i))

Contractor's Representative – [REDACTED] – Project
Director

See Schedule A8

Cap on delay damages:
(Clause 10.12)

Maximum daily delay costs		
	Description	\$A(excluding GST)
1.	Delay caused by the failure of TfNSW to provide access to Demolition Site MP	[REDACTED]
2.	Delay to completion of Portion MP after access has been provided by TfNSW to Demolition Site MP	[REDACTED]

**Percentages to be applied for
Compression**
(Clause 10.14(e)(ii)B.1)

[REDACTED]

Liquidated damages:
(Clause 12.7(a))

See Schedule A2

**Limit of liability for liquidated
damages for delay:**
(Clause 12.7(e))

[REDACTED] of the Contract Sum exclusive of GST

Works Insurance
(Clause 13.4)

(a) Alternative applying

Alternative 2

If Alternative 2 applies

(b) Provision for demolition and
removal of debris

[REDACTED] of the Contract Sum

(c) Provision for consultants' fees
and Principal's consultants' fees

[REDACTED] of the Contract Sum

**Public and products liability
insurance**
(Clause 13.5)

(a) Alternative applying

Alternative 2

If Alternative 2 applies

(b) Amount per occurrence shall be
not less than

[REDACTED] for any one occurrence and unlimited in the
aggregate

[REDACTED] in the aggregate for products

Amount of Contractor's insurance:
(Clauses 13.6(a) and 13.6(f)(iii))

Workers compensation insurance or similar insurance
as required under clause 13.5(f) for an amount as
required by Law

Construction Plant Insurance

Not less than the current market value of the Construction Plant

Motor Vehicle Insurance

own damage: not less than market value

third party property damage: [REDACTED] per occurrence

Works Insurance

As per clause 13.4

Asbestos Liability Insurance

[REDACTED] for each and every occurrence and in the annual aggregate

Insurance required by Law or Change in Law

As required by Law

Person in Insolvency Event:

(Clause 14.4(a)(i)C)

Metropolitan Demolitions Holdings Pty Ltd (ACN 104 766 047)

396 Princes Highway, St Peters, NSW 2044

Clauses in respect of which disputes concerning directions of a Principal's Representative must be submitted within 14 days of date of direction:

(Clauses 9.1(b), 15.1(d) and 15.2)

2.3(d)(ii) (Change in Law), 2.11(c) (Third Party Agreements), 3.1(e)(ii) (Access), 3.8(d) (Artefacts), 3.9(e) and 3.9(f) (Contamination), 6.4 (Valuation), 6.7 (Valuation of Daywork), 7.3 (Provisional Sum Work), 8.5 (Acceptance of defective work), 8.6 (Extension of Defects Rectification Period), 9.8(c)(ii) (Submission of Document for review), 10.9 (Extension of time), 10.10 (Reduction in extension of time), 10.12 (Delay damages), 10.13(b) (Suspension), 11.3 (Payment statements), 12.3(b) and 12.3(d) (Inspection before Completion), 14.6(b) (Principal's entitlements after take-out), 14.10(a) (Termination for convenience), and 14.12(a) (Termination by frustration)

Executive Negotiator:

(Clauses 1.1 and 15.5)

Principal: [REDACTED] – Project Director, Sydney Metro, City & Southwest Project or nominee

Contractor: [REDACTED] – Director

Addresses:

(Clause 17.1(b))

Principal: 22 Giffnock Avenue, Macquarie Park NSW 2113

Principal's Representative: 22 Giffnock Avenue, Macquarie Park NSW 2113

Contractor: Level 1, 396 Princes Highway, St Peters, NSW 2044



Time for giving notices:
(Clauses 18.1(a) and 18.3(a))

Ten (10) Business Days

Time for written Claims:
(Clauses 18.1(b) and 18.3(c))

Twenty (20) Business Days

Schedule A2. Portions

(Clause 1.1, 3.1(c) and 12.7)

Part 1. General

- (a) Unless the context requires otherwise, terms which are defined in the SWTC have the same meaning where used in this Schedule A2.
- (b) The parts of the Site that are related to a Portion are, for each Portion identified in the column headed *Portion*.

Part 2. Portions

Portion	Description	Date for Completion	Liquidated damages
MP	All of the Contractor's Activities described in the SWTC associated with Demolition Site MP	30 March 2018	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>



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Schedule A3. Not Used

Schedule A4. Subcontract Terms

(Clause 2.2(e)(i))

The following terms must be included in each Subcontract, and the Subcontracts let by those Subcontractors, as referred to in clause 2.2(e) of the General Conditions of this Contract.

1. Options as to Form of Security

A clause which allows the Subcontractor to lodge an approved unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.

A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, the Contractor must not deduct further retention moneys and any retention moneys or other cash security then held will be promptly released to the Subcontractor.

2. Trust for Cash Security and Retention Moneys

A clause which has the effect that:

- (a) cash securities and retentions under the Subcontract and the cash proceeds of any security converted to cash (other than in exercise of a contractual right of enforcement) is trust money and must be deposited into and held in a trust account with a bank within 24 hours of receipt or conversion;
- (b) the trust money is beneficially owned by the party which provided the security at all times unless the other party becomes entitled to receive them under the Subcontract;
- (c) the security holder must hold proper records and account to the security provider for the trust moneys; and
- (d) any interest earned by the trust account will not be held in trust, and will be owned by the security holder.

3. Payment Provisions

A clause which:

- (a) has the effect of requiring the Contractor to pay the Subcontractor (and Subcontractors their subcontractors) regular progress payments for 100% of the value of work (less only retention moneys, if any, paid into the trust account) for which payment is claimed by the Subcontractor and for which the Contractor has claimed payment from the Principal, no later than:
 - (i) in the case of the Contractor's Subcontractors, 7 days; and

(ii) in the case of the Subcontractor's subcontractors, 14 days,

after the last day for payment by the Principal to the Contractor for such work;

- (b) states nothing in the clause referred to in paragraph (a) is to be read so as to prevent the Contractor from paying the Subcontractor an amount in excess of that claimed from the Principal, or before the time stipulated in that clause; and
- (c) states if anything in the clause referred to in paragraph (a) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.

A clause that prescribes an interest rate for overdue payments that is not less than the interest rate specified in clause 11.13 of the General Conditions of this Contract.

4. Alternative Dispute Resolution

A clause that requires alternative dispute resolution procedures of the type required in this Contract.

A clause making it optional for the Subcontractor to comply with the alternative dispute resolution process if the only remedy it seeks is an order for payment of money which is not disputed to be due and payable under the Subcontract.

5. Documents to be Provided to Subcontractors

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

- (a) clause 2.2(e)(i);
- (b) this Schedule A4;
- (c) clause 11; and
- (d) clause 15.



Schedule A5. Not Used



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Schedule A6. Not Used



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Schedule A7. Not Used

Schedule A8. Contractor's Personnel

(Clause 9.4)

Project Director

- (a) The Project Director must possess a recognised qualification relevant to the position and the Contractor's Activities and have at least fifteen years' experience in the management of projects similar to the Contractor's Activities.
- (b) The Project Director must at all times have authority to act on behalf of the Contractor in respect of the Contractor's Activities.
- (c) The Project Director must be engaged full-time across each and all Sites and Portions during the Contractor's Activities and must ensure that the Contractor meets all Contractual obligations.
- (d) The Project Director must be available as the Principal's Representative's primary contact with the Contractor on Community Consultation and Stakeholder engagement including developing strategies and methodologies to meet the Principal's primary community objectives.
- (e) At the date of this Contract, the Project Director is [REDACTED]

Project Manager

- (a) The Project Manager must possess a recognised qualification relevant to the position and the Contractor's Activities and have at least five years' experience in the management of projects similar to the Contractor's Activities.
- (b) The Project Manager must at all times have authority to act on behalf of the Contractor in respect of the Contractor's Activities.
- (c) The Project Manager must be engaged full-time and be on or around each Site and Portion during the Contractor's Activities and must at all times implement, monitor, report and co-ordinate the Contractor Activities including all community, environmental and workplace requirements.
- (d) The Project Manager must co-ordinate all the Contractors Activities on or around each Site or Portion including all authority consultations and approvals, stakeholder engagement and mitigation measures, co-ordination and access for all Interface Contractors, information and access for all independent verification structural and acoustic consultants and management of all provisional sum works.
- (e) At the date of this Contract, the Project Manager is [REDACTED]

Design Manager (Temporary Works)

- (a) The Design Manager must possess a recognised engineering qualification relevant to the position and the Contractor's Activities and have at least five years' experience in the

overall management and co-ordination of design teams on projects similar to the Contractor's Activities(including the Temporary Works).

- (b) The Design Manager must manage and co-ordinate Design Documentation and other documentation in accordance with the requirements of this Contract.
- (c) At the date of this Contract, the Design Manager is [REDACTED]

Demolition Site Manager

- (a) The Demolition Site Manager must possess a Class 1 unrestricted demolition supervisor's licence relevant to the position and the Contractor's Activities and have at least five years' experience in the overall management of demolition works on projects similar to the Contractor's Activities.
- (b) The Demolition Site Manager must be full-time on each Site and Portion during the Contractor's Activities and must have authority to act and implement the Contractors contractual obligations. The Contractor may engage more than one Demolition Site Manager on each Site and Portion and must nominate the Demolition Site Manager that is the controller premises on each Site and Portion.
- (c) At the date of this Contract:
 - (i) Demolition Site Manager (1) is [REDACTED]
 - (ii) Demolition Site Manager (2) is [REDACTED]

Safety Manager

- (a) The Safety Manager must comply with the competence requirements for a Safety Manager (PC and Major Sub-contractors) outlined in Table 1 of Section 5.3.1 of the Sydney Metro Principal Contractor Health and Safety Standard.
- (b) At the date of this Contract, the Safety Manager is [REDACTED]

Acoustic advisor

- (a) The Acoustic advisor must;
 - (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in noise and vibration management on projects similar to the Contractor's Activities;
 - (ii) have at least ten years of acoustic and vibration compliance management experience in the Sydney and North Sydney CBD, with extensive experience in the preparation and implementation of noise and vibration mitigation plans and abatement systems;
 - (iii) be available to the Principal's Representative's, with the Contractor, on community stakeholder acoustic and vibration matters;

- (iv) be experienced in community liaison and consultation;
 - (v) be responsible for all noise and vibration compliance matters associated with the Contractor Activities; and
 - (vi) be responsible for and have the authority to develop and implement an noise and vibration monitoring and mitigation strategy in compliance with SMR E.
- (b) At the date of this Contract, the Acoustic Advisor is [REDACTED]

Environment and Sustainability Manager

- (a) The Environment and Sustainability Manager must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in environmental management on projects similar to the Contractor's Activities;
 - (ii) have at least ten years of environmental and sustainability management experience, with extensive experience in the preparation and implementation of environmental management systems and plans;
 - (iii) be available as the Principal's Representative's primary contact with the Contractor on environment and sustainability matters;
 - (iv) be experienced in regulatory liaison and consultation;
 - (v) be responsible for all environmental compliance matters associated with the Contractor Activities and in particular have experience in State Significant Infrastructure projects;
 - (v) be experienced in planning approval matters including:
 - Noise and vibration;
 - Heritage management; and
 - Traffic and Transport management.
 - (vi) be responsible for an environment and sustainability management induction and training program for all personnel involved in the performance of the Contractor's Activities;
 - (vii) be responsible for and have the authority to develop and implement the Construction Environmental Management Plan, including supporting sub-plans;
 - (viii) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken to achieve environmental compliance, to avoid or minimise environmental impacts and to stop the progress of the relevant part of the Contractor's Activities when any non-conformance with the environmental compliance requirements of this Contract is identified; and

(ix) be engaged full-time during the execution of the Contractor's Activities and be full-time on or around each Site and Portion during the Contractor's Activities with responsibilities limited to environmental compliance management.

(b) At the date of this Contract, the Environment and Sustainability Manager is [REDACTED]

Structural Engineer for Design Category A

(a) The Structural Engineer for Design Category A (refer to SWTC Section 5) must:

- (i) possess a recognised qualification relevant to the position and the Contractor's Activities be a member of the Australian Institute of Engineers and have recent relevant experience in design on projects similar to the Contractor's Activities;
- (ii) have at least fifteen years of structural and demolition design experience, with extensive experience in the design and certification of temporary works for demolition and methodologies plans; and
- (iii) be responsible for all Temporary Works design and compliance matters for the Contractor's Activities including design, monitoring, inspections and certifications associated with the Contractor's Activities;

(b) At the date of this Contract, the Structural Engineer for Design Category A is [REDACTED]

Independent Temporary Works Checker

(a) The Independent Temporary Works Checker must;

- (i) possess a recognised qualification relevant to the position and the Contractor's Activities be a member of the Australian Institute of Engineers and have recent relevant experience in reviewing design on projects similar to the Contractor's Activities;
- (ii) have at least ten years of structural design experience, with extensive experience in the review of design and verification of temporary works for demolition; and
- (iii) be responsible for the review of all Category A and B Temporary Works design and compliance matters for the Contractor's Activities.

(b) At the date of this Contract, the Independent Temporary Works Checker is [REDACTED]

Schedule A9. Form of Subcontractor Deed

(Clause 2.2(e)(iv))

THIS DEED POLL is made on, 20..... by

..... ACN..... of

..... (the "**Subcontractor**").

RECITALS:

- A. **Transport for NSW (ABN 18 804 239 602)** of 22 Giffnock Avenue, Macquarie Park NSW 2113 (the "**Principal**") has entered into a contract with [] ("**Contractor**") to undertake [] ("**Contractor's Activities**").
- B. The Subcontractor has an agreement (the "**Subcontract**") with the Contractor for the execution and completion of the [] (the "**Subcontract Works**") for the Contractor's Activities.
- C. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll.

THIS DEED WITNESSES THAT THE SUBCONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of the persons named in the Schedule as follows:

1. The Subcontractor will comply with its obligations under the Subcontract and upon completion of the Works, the Subcontract Works will satisfy the requirements of the Subcontract.
2. The persons named in the Schedule may assign or charge the benefits and rights accrued under this Deed Poll.
3. The Subcontractor:
 - (a) must if required by a written notice by the Principal to sign a deed in the form of the attached Deed of Novation (Attachment 1) with such substitute contractor as the Principal may nominate; and
 - (b) for this purpose irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars in and sign the attached Deed of Novation.
4. This Deed Poll is governed by the laws of the State of New South Wales.
5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.
6. The Subcontractor's liability in respect of a breach of a particular obligation under this Deed Poll will be reduced to the extent to which the Subcontractor has already paid money to or performed work for the Contractor in respect of that breach.



PERSONS NAMED IN THE SCHEDULE TO THE DEED POLL

Transport for NSW (ABN 18 804 239 602)

EXECUTED AS A DEED POLL.

Executed by [*insert name*] (ABN [*insert ABN*]) by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Attachment 1 (to Schedule A9)

THIS DEED OF NOVATION is made on [] 20[] between the following parties:

1. [] ("**Substitute Contractor**")
2. [] ("**Original Contractor**")
3. [] ("**Subcontractor**").

RECITALS:

A. By deed dated [] (the "**Deed**") between:

(i) **Transport for NSW (ABN 18 804 239 602)** of 22 Giffnock Avenue, Macquarie Park NSW 2113 (the "**Principal**"); and

(ii) Original Contractor,

the Principal engaged the Original Contractor to undertake the Contractor's Activities (as defined in the Deed).

B. The Original Contractor has entered into an agreement ("**Subcontract**") with the Subcontractor for the execution and completion of the [] ("**Subcontract Works**") as part of the Contractor's Activities.

C. The Principal has terminated the Deed and has engaged Substitute Contractor to complete the Contractor's Activities.

D. The Principal and Substitute Contractor wish to effect a novation of the Subcontract.

THIS DEED WITNESSES that in consideration, among other things, of the mutual promises contained in this deed, the parties agree:

1. Substitute Contractor must perform all of the obligations of the Original Contractor under the Subcontract which are not performed at the date of this deed. Substitute Contractor is bound by the Subcontract as if it had originally been named in the Subcontract in place of Original Contractor.
2. The Subcontractor must perform its obligations under, and be bound by, the Subcontract as if Substitute Contractor was originally named in the Subcontract in place of Original Contractor.
3. This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

EXECUTED by the parties as a deed:

[Insert appropriate execution clauses]



Schedule A10. Not Used



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Schedule A11. Not Used

- (d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Contractor while on Site;
 - (e) the Contractor may exclude the Other Contractor, any of its subcontractors and their respective personnel from the Site for work health and safety reasons;
 - (f) the Contractor may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;
 - (g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:
 - (i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;
 - (ii) provide a copy of the safe work method statement to the Principal and the Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the Contractor, suspend the performance of any high risk construction work;
 - (h) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and
 - (i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.
2. The Other Contractor indemnifies the Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Contractor as a result of:
- (a) any failure by the Other Contractor to comply with any direction given by the Contractor in accordance with this Deed Poll; or
 - (b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:
 - (i) their respective contractual or legislative work health and safety obligations; or
 - (ii) the provisions of this Deed Poll.
3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.



Executed as a Deed Poll.

Executed by *[Other Contractor]* by or in
the presence of:



Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Schedule A13. Consultant Deed of Covenant

(Clause 2.2(e)(ii))

This deed poll is made the _____ day of _____ 20____

To: **Transport for NSW (ABN 18 804 239 602)** of 22 Giffnock Avenue, Macquarie Park NSW 2113 (the "**Principal**")

By: [_____] ("**Consultant**")

Recitals

- A. The Principal has engaged [_____] ("**Contractor**") to carry out certain activities for the Principal by a contract dated [_____] ("**Contract**").
- B. The Contractor has engaged the Consultant by agreement dated [_____] ("**Subcontract**") to carry out the professional services to be performed under the Subcontract ("**Professional Services**") for the purposes of the performance of the Contractor's obligations under the Contract as they relate those design services.
- C. Under the Contract, the Contractor is required to procure the Consultant to execute this deed poll in favour of the Principal.

Operative

1. Duty of Care

(a) The Consultant:

(i) warrants to the Principal that:

- 1) in performing the Professional Services, it will exercise the standard of skill, care and diligence that would be expected of a consultant experienced in and expert in the provision of the type of professional services required by the Principal;
- 2) the Professional Services will be fit for the intended purposes disclosed in or reasonably able to be inferred from the SWTC, which is an annexure to the Contract; and
- 3) the Professional Services do not and will not infringe any patent, registered design, trademark or name, copyright or other protected right;

(ii) acknowledges that:

- 1) in performing the Professional Services it will owe a duty of care to the Principal; and

- 2) it is aware that the Principal will be relying upon the skill and judgment of the Consultant in performing the Professional Services and the warranties given by the Consultant in this deed poll; and
- (iii) must act in good faith and in the best interests of the Principal and promptly advise the Principal about any matter in which the Consultant has been instructed by the Contractor to provide the Professional Services in a manner which is, or may result in an outcome which is, not in accordance with the requirements of the Contract, including without limitation:
 - 1) where the Contractor's instructions in relation to design are not consistent with the Contract or may result in the Works not being fit for their intended purpose; or
 - 2) where the Contractor's instructions require the Consultant to issue a certificate where the conditions for the issue of that certificate under the Contract have not been satisfied.
- (b) The Consultant must:
 - (i) fully cooperate with each other consultant and contractor engaged by the Principal ("**Other Contractor**");
 - (ii) carefully coordinate and integrate the Professional Services with the services and work carried out by each Other Contractor;
 - (iii) carry out the Professional Services so as to minimise any interfering with, disrupting or delaying, the services and work carried out by each Other Contractor;
 - (iv) without limitation, provide whatever advice, support and cooperation is reasonable to facilitate the due carrying out of the services and work being provided by each Other Contractor;
 - (v) ensure title to and intellectual property (including any patent, registered design, trademark or name, copyright or other protected right) in or in relation to the Professional Services will vest upon its creation for the purposes of the Contract in the Principal;
 - (vi) obtain an assignment to the Principal from any third party who owns any intellectual property right in the Professional Services;
 - (vii) if any intellectual property rights in or in relation to documents, designs and computer programs created for the purposes of the Contract is not capable of being vested in the Principal because the Consultant itself does not own, and is unable at a reasonable cost to obtain ownership of, those rights, provide to the Principal an irrevocable licence to use that Intellectual Property, by sub-licence from the Consultant or direct licence from a third party; and

- (viii) ensure that the intellectual property created for the purposes of the Contract is not used, adapted or reproduced other than for the purposes of the Contract without the prior written approval of the Principal (which will not be unreasonably withheld, but may be given subject to terms and conditions).
- (c) The Consultant must indemnify the Principal from and against:
 - (i) any liability to or claim by any other person; and
 - (ii) all claims against, and costs, expenses, losses and damages, suffered or incurred by the Principal arising out of, or in any way in connection with:
 - (iii) the Consultant's breach of a term of, or warranty under, this deed poll; or
 - (iv) any actual or alleged infringement of any patent, registered design, trademark or name, copyright or other protected right.

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: c/o 22 Giffnock Avenue
MACQUARIE PARK NSW 2113
 - (ii) to the Consultant: ***[Insert details]***
- (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 2.1, which is not a Saturday, Sunday or public holiday in New South Wales.
- (d) If the Consultant is a foreign company (as defined in the *Corporations Act*), the Consultant must within 14 days of the date of this deed poll:
 - (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and
 - (ii) obtain the process agent's consent to the appointment.

The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent.

3. Miscellaneous

- (a) This deed poll will be construed in accordance with the law of the State of New South Wales and the Consultant irrevocably submits to the jurisdiction of the Courts of that State.
- (b) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

4. Novation of Contract

- (a) The Consultant's obligations under clauses 1(a)(iii) and 1(b) of this deed poll will cease on notification by the Principal that the Principal and the Contractor have entered into a Deed of Novation.
- (b) Clause 4(a) will not affect any liability of the Contractor to the Principal that arose in respect of the obligations in clauses 1(a)(iii) and 1(b) prior to the notification under clause 4(a).



Schedule

[INSERT DESCRIPTION OF PROFESSIONAL SERVICES] as more particularly described in the Subcontract.

Executed as a deed poll.

Signed Sealed and Delivered)

by the Consultant)

.....

[] by or in the presence of:)

(Signature)

.....
(Signature of Witness)

.....
(Name of Witness in Full)



Transport
for NSW



SYDNEY METRO CITY & SOUTHWEST
DEMOLITION CONTRACT SCHEDULES
Contract Number: SMCSW-131

Schedule A14. Not Used



Schedule A15. Not Used



Schedule A16. Deeds of Disclaimer

Returnable Schedule 6 – Deed of Disclaimer

This deed poll is made by:

Metropolitan Demolitions Pty Ltd (ACN 099 669 052) registered in 3 January 2002 of Suite 1, 396 Princes Highway, St Peters, NSW 2044 (**Tenderer**)

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 tender for the demolition of buildings and structures (**Demolition Works**) for the Sydney Metro City & Southwest project (**Sydney Metro City & Southwest**).

1. In consideration of TfNSW inviting the Tenderer to submit a Tender for the Demolition Works in accordance with the Request for Tenders (**Tender Documents**) which is to be provided to it, the Tenderer:
 - a) warrants that it will not rely upon the Tender Documents as being proper, adequate, suitable and/or complete for the purposes of enabling it to perform the design and construction obligations which the Tenderer will be required to perform if it enters into any contract(s) with TfNSW and/or others with respect to the Demolition Works (**Project Contracts**);
 - b) warrants that it will make its own independent evaluation of the Tender Documents' adequacy, accuracy, suitability and completeness for the purposes of enabling the Tenderer to perform the obligations which the Tenderer will be required to perform if it enters into any Project Contracts, and it will base the price which it bids as part of its Tender 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 Tenderer that the Scope of Works and Technical Criteria and any other specifications or drawings included in the Tender Documents will represent a completed or suitable design or that they will be suitable for design and /or construction purposes;
 - d) acknowledges that:
 - (i) TfNSW will provide it with the Information Documents and Materials;
 - (ii) the Information Documents and Materials:
 - A. are provided by TfNSW for the information only of the Tenderer; and
 - B. do not form part of the Tender Documents and will not form part of any contract with respect to the Demolition Works;
 - (iii) TfNSW does not owe any duty of care or other responsibility to the Tenderer with respect to the Information Documents and Materials;
 - (iv) to the extent that TfNSW is not the author or source of any of the Information Documents and Materials it merely passes those documents on to the Tenderer and does not adopt those documents;

- (v) TfNSW:
- A. is not responsible for; and
- B. makes no representation or warranty in respect of,
- the contents of the Information Documents and Materials 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 and Materials;
- (vi) where any information or document is referred to and incorporated by reference in any Information Documents and Materials, the Tenderer should not rely upon any summary of the information or document which appears in the Information Documents and Materials;
- (vii) no representation or warranty (express or implied) has been made by TfNSW (or by anyone on its behalf) to the Tenderer that the Information Documents and Materials are accurate, adequate, suitable or complete for any purpose connected with the Demolition Works or Sydney Metro City & Southwest including the preparation of its Tender and the performance of any obligations which the Tenderer will be required to perform if it enters into any Project Contracts with respect to the Demolition Works; and
- (viii) it will have the opportunity during the tender 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 Materials and for this purpose must have 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 will prepare its Tender and (if its Tender is successful) enter into Project Contracts in respect of the Demolition 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 and Materials for the purposes of the Demolition Works and Sydney Metro City & Southwest including the preparation of its Tender and the performance of any obligations which the Tenderer will be required to perform if it enters into any Project Contracts in respect of the Demolition Works; and
- (ii) it will not in any way rely upon:
- A. the Information Documents and Materials; or
- B. the accuracy, adequacy, suitability or completeness of the Information Documents and Materials,
- for any purpose in connection with the Demolition Works or Sydney Metro City & Southwest, including for the purposes of preparing its

Tender or entering into any Project Contracts in respect of the Demolition Works;

- f) acknowledges and agrees that:
- (i) TfNSW will be providing the Information Documents and Materials to the Tenderer in reliance upon the acknowledgements and warranties contained in this deed poll;
 - (ii) if TfNSW accepts its Tender, TfNSW will be accepting its Tender 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 Tenderer 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 and Materials by the Tenderer or any other person associated with the Tender to whom the Information Documents and Materials are disclosed by the Tenderer; or
 - B. a failure by TfNSW to provide any information to the Tenderer;
- 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 and Materials by the Tenderer or any other person to whom the Information Documents and Materials are disclosed by the Tenderer;
or
 - (iv) the Information Documents and Materials:
 - 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 Tenderer or any other person to whom the Information Documents and Materials are disclosed by the Tenderer; and
- h) irrevocably releases and indemnifies TfNSW from and against any Claim arising out of or in connection with any breach by the Tenderer of this deed poll.

2. In consideration of TfNSW agreeing to provide the Tenderer with the Tender Documents and the Information Documents and Materials (in this clause 2 jointly called "Confidential Documents"), the Tenderer:
- a) acknowledges and agrees that the Confidential Documents are:
 - i) owned by TfNSW; and
 - ii) confidential and secret;
 - b) warrants that it will not:
 - i) copy or otherwise reproduce in any form or medium the contents of the Confidential Documents (or any part of them) or otherwise cause, permit or allow the Confidential Documents (or any part of them) to be copied or reproduced in any form or medium;
 - ii) disclose the contents of the Confidential Documents (or any part of them) or otherwise cause, permit or allow the Confidential Documents (or any part of them) to be disclosed; or
 - iii) use the contents of the Confidential Documents (or any part of them) or otherwise cause, permit or allow the Confidential Documents (or any part of them) to be used;other than:
 - iv) for the purpose of its Tender;
 - v) where the Tenderer 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 Tenderer's involvement in Sydney Metro City & Southwest ceasing, it will either:
 - iii) deliver to TfNSW; or
 - iv) with TfNSW's prior written consent, destroy or erase,all of the Confidential Documents in the possession, power or control of that Tenderer 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 Tenderer 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 Tenderer by this clause.

If requested by TfNSW, the Tenderer 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 Demolition 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 Documents and Materials means any information, data or document which is:

- a) referred to in the Schedule (if applicable);
- b) issued or made available by, or on behalf of, TfNSW or the NSW Government to the Tenderer in connection with the Request for Tenders, the Demolition 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" or "Information Documents and Materials";
- c) issued or made available by, or on behalf of, TfNSW or the NSW Government to the Tenderer in connection with the Request for Tenders, the Demolition 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 Request for Tenders, regardless of whether or not it is expressly classified or stated to be an "Information Document" or "Information Documents and Materials"; or
- d) referred to or incorporated by reference in any Information Documents and Materials, whether issued or made available:
 - i) on, before or after the Closing Date and Time for Tenders; 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 Tenderer and the Tenderer is expressly obliged by the terms of the Project Contract to rely on.

Request for Tenders means the request for tenders in relation to the Demolition Works.

4. If the Tenderer is more than one person, each person making up the Tenderer 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 Tenderer 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.

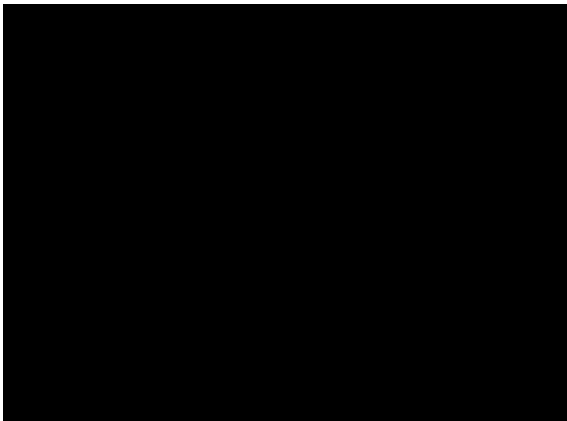


The following documents:

Date: 13 day of DECEMBER 2016

Executed as a deed poll

**Executed by Metropolitan Demolitions
Pty Ltd ABN 67 009 769 052** in accordance
with s127 of the *Corporations Act 2001* (Cth):



Signature of Secretary/other Director

Name of Secretary/other Director in Full



Schedule

Number	Document	Type
01	Demolition	Main Folder
01.01	Request For Tender	Folder
01.01.01.06	Attachment E - Deposited Plans for Site Access Schedule	Folder
01.01.01.06.01	Chatswood	Folder
01.01.01.06.01.01	Deposited Plan 204133	Document
01.01.01.06.01.02	Deposited Plan 216408	Document
01.01.01.06.01.03	Deposited Plan 221896	Document
01.01.01.06.01.04	Deposited Plan 243111	Document
01.01.01.06.01.05	Deposited Plan 455907	Document
01.01.01.06.01.06	Deposited Plan 503447	Document
01.01.01.06.01.07	Deposited Plan 508715	Document
01.01.01.06.01.08	Deposited Plan 524631	Document
01.01.01.06.01.09	Deposited Plan 537580	Document
01.01.01.06.01.10	Deposited Plan 58646	Document
01.01.01.06.01.11	Deposited Plan 60346	Document
01.01.01.06.01.12	Deposited Plan 647072	Document
01.01.01.06.01.13	Deposited Plan 647072(88B)	Document
01.01.01.06.01.14	Deposited Plan 65670	Document
01.01.01.06.01.15	Deposited Plan 66854	Document
01.01.01.06.01.16	Deposited plan 72759	Document
01.01.01.06.01.17	Deposited Plan 961402	Document
01.01.01.06.02	Crows Nest	Folder
01.01.01.06.02.01	Deposited Plan 1096359	Document
01.01.01.06.02.02	Deposited Plan 374468	Document
01.01.01.06.02.03	Deposited plan 442804	Document
01.01.01.06.02.04	Deposited Plan 575046	Document
01.01.01.06.02.05	Deposited plan 655677	Document
01.01.01.06.02.06	Deposited plan 747672	Document
01.01.01.06.02.07	Strata Plan 52547	Document
01.01.01.06.02.08	Strata Plan 71539	Document
01.01.01.06.02.09	Strata Plan 71539(Developer By Laws)	Document
01.01.01.06.03	Marrickville	Folder
01.01.01.06.03.01	Deposited Plan 1039712	Document
01.01.01.06.03.02	Deposited Plan 1162506	Document
01.01.01.06.03.03	Deposited Plan 1162506(88B)	Document
01.01.01.06.03.04	Deposited Plan 165759	Document
01.01.01.06.03.05	Deposited Plan 4991	Document
01.01.01.06.03.06	Deposited Plan 622660	Document
01.01.01.06.03.07	Deposited Plan 622660(88B)	Document



Number	Document	Type
01.01.01.06.03.08	Deposited Plan 623924	Document
01.01.01.06.03.09	Deposited Plan 667553	Document
01.01.01.06.03.10	Deposited Plan 709081	Document
01.01.01.06.03.11	Deposited Plan 874363	Document
01.01.01.06.03.12	Strata Plan 38356	Document
01.01.01.06.04	Martin Place North	Folder
01.01.01.06.04.01	Deposited Plan 173027	Document
01.01.01.06.04.02	Deposited Plan 222356	Document
01.01.01.06.04.03	Deposited Plan 548142	Document
01.01.01.06.04.04	Deposited Plan 647285	Document
01.01.01.06.04.05	Deposited Plan 647285(88B)	Document
01.01.01.06.04.06	Deposited Plan 929277	Document
01.01.01.06.04.07	Strata Plan 13171	Document
01.01.01.06.05	Pitt Street North	Folder
01.01.01.06.05.01	Deposited Plan 1042711	Document
01.01.01.06.05.02	Deposited Plan 1042711(88B)	Document
01.01.01.06.05.03	Deposited Plan 1095869	Document
01.01.01.06.05.04	Deposited Plan 229365	Document
01.01.01.06.05.05	Deposited Plan 509677	Document
01.01.01.06.05.06	Deposited Plan 596474	Document
01.01.01.06.05.07	Deposited Plan 61187	Document
01.01.01.06.05.08	Deposited Plan 74367	Document
01.01.01.06.05.09	Deposited Plan 74952	Document
01.01.01.06.05.10	Deposited Plan 900055	Document
01.01.01.06.05.11	Deposited plan 982663	Document
01.01.01.06.06	Victoria Cross	Folder
01.01.01.06.06.01	Deposited Plan 117539	Document
01.01.01.06.06.02	Deposited Plan 123056	Document
01.01.01.06.06.03	Deposited Plan 160018	Document
01.01.01.06.06.04	Deposited Plan 633088	Document
01.01.01.06.06.05	Deposited Plan 69345	Document
01.01.01.06.06.06	Deposited Plan 70667	Document
01.01.01.06.06.07	Deposited Plan 734946	Document
01.01.01.06.06.08	Deposited Plan 734946(88B)	Document
01.01.01.06.06.09	Deposited Plan 781576	Document
01.01.01.06.06.10	Deposited Plan 792740	Document
01.01.01.06.06.11	Deposited Plan 792740(88B)	Document
01.01.01.06.06.12	Strata Plan 35644	Document
01.01.01.06.06.13	Strata Plan 35644(88B)	Document
01.01.01.06.06.14	Strata Plan 79612	Document
01.01.01.06.06.15	Strata Plan 79612(88B)	Document
01.01.01.06.07	Waterloo	Folder



Number	Document	Type
01.01.01.06.07.01	Deposited Plan 108312	Document
01.01.01.06.07.02	Deposited Plan 205942	Document
01.01.01.06.07.03	Deposited Plan 215751	Document
01.01.01.06.07.04	Deposited Plan 228641	Document
01.01.01.06.07.05	Deposited Plan 27454	Document
01.01.01.06.07.06	Deposited Plan 399757	Document
01.01.01.06.07.07	Deposited Plan 408116	Document
01.01.01.06.07.08	Deposited Plan 433969	Document
01.01.01.06.07.09	Deposited Plan 436831	Document
01.01.01.06.07.10	Deposited Plan 551716	Document
01.01.01.06.07.11	Deposited Plan 668991	Document
01.01.01.06.07.12	Deposited Plan 738891	Document
01.01.01.06.07.13	Deposited Plan 75051	Document
01.01.01.06.07.14	Deposited Plan 805384	Document
01.01.01.06.07.15	Deposited Plan 814205	Document
01.01.01.06.07.16	Deposited Plan 996765	Document
01.01.01.06.07.17	Strata Plan 75492	Document
01.01.01.06.07.18	Strata Plan 75492 (888)	Document
01.02	Information Documents	Folder
01.02.01	Acquired Property Information	Folder
01.02.01.01	131-135 Bathurst Street, Sydney	Folder
01.02.01.01.01	AFSS	Folder
01.02.01.01.01.01	2016 04 14_AFSS_dated 14 Sep 2015_131-135 Bathurst St	Document
01.02.01.01.02	HAZMAT Plans	Folder
01.02.01.01.02.01	2016 04 12_Hazardous Material Survey Proposal_KF_Nov 14_131-135 Bathurst St	Document
01.02.01.01.02.02	2016 04 12_Hazardous Material Survey Report_KF_Dec 14_131-135 Bathurst St	Document
01.02.01.01.02.03	2016 06 17_Asbestos Material Survey Register_KF_May 2016_131-135 Bathurst St	Document
01.02.01.01.02.04	2016 06 17_Hazardous Materials Survey Register_KF_May 2016_131-135 Bathurst St	Document
01.02.01.01.03	Tenancy Area Plans	Folder
01.02.01.01.03.01	2016 04 14_Level 1_Tenancy Area Survey_131-135 Bathurst St	Document
01.02.01.01.03.02	2016 04 14_Level 2_Tenancy Area Survey_131-135 Bathurst St	Document
01.02.01.01.03.03	2016 04 14_Retail Shop 1_Tenancy Area Survey_131-135 Bathurst St	Document
01.02.01.01.03.04	2016 04 14_Shop 1_Tenancy Area Survey_131-135 Bathurst St	Document
01.02.01.02	14-20A Clarke Street Crows Nest	Folder
01.02.01.02.01	14-20A Clarke Street Crows Nest PR124856-44-DP1-001 (2)	Document
01.02.01.03	155-167 Miller Street, North Sydney	Folder
01.02.01.03.01	2016 05 15_Stackin Plan (Freehold and Leasehold interests) & Interest Plan_155-167 Miller St	Document
01.02.01.03.02	Hazardous Materials & Asbestos Register	Folder
01.02.01.03.02.01	155 Miller St - Hazmat Predemolition Survey Report	Document
01.02.01.03.02.02	155 Miller St - Hazmat Predemolition Survey Report Rev 2	Document
01.02.01.04	175 Castlereagh Street, Sydney	Folder
01.02.01.04.01	AFSS	Folder



Number	Document	Type
01.02.01.04.01.01	2016 04 14_Annual Fire Safety Statement_25 Jun 15_PM Electric_175 Castlereagh Street	Document
01.02.01.04.01.02	2016 04 14_Annual Fire Safety Statement_29 Jun 15_Austratronics_175 Castlereagh St	Document
01.02.01.04.01.03	2016 04 14_Essential Fire Safety Measure_Compliance Statement_ACL Air Conditioning_6 May 15_175 Castlereagh St	Document
01.02.01.04.01.04	2016 04 14_Essential Fire Safety Measure_Compliance Statement_ACL Air Conditioning_9 May 14_175 Castlereagh St	Document
01.02.01.04.02	Building Structural Plans	Folder
01.02.01.04.02.01	Building Structural Plans	Folder
01.02.01.04.02.01.001	175 Castlereagh St - 0141	Document
01.02.01.04.02.01.002	175 Castlereagh St - 0142	Document
01.02.01.04.02.01.003	175 Castlereagh St - 0143	Document
01.02.01.04.02.01.004	175 Castlereagh St - 0144	Document
01.02.01.04.02.01.005	175 Castlereagh St - 0145	Document
01.02.01.04.02.01.006	175 Castlereagh St - 0146	Document
01.02.01.04.02.01.007	175 Castlereagh St - 0147	Document
01.02.01.04.02.01.008	175 Castlereagh St - 0148	Document
01.02.01.04.02.01.009	175 Castlereagh St - 0149	Document
01.02.01.04.02.01.010	175 Castlereagh St - 0150	Document
01.02.01.04.02.01.011	175 Castlereagh St - 0241	Document
01.02.01.04.02.01.012	175 Castlereagh St - 0242	Document
01.02.01.04.02.01.013	175 Castlereagh St - 0243	Document
01.02.01.04.02.01.014	175 Castlereagh St - 0244	Document
01.02.01.04.02.01.015	175 Castlereagh St - 0245	Document
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01.02.01.04.02.02.03	2016 04 14_Meter Audit_Jul 15_175 Castlereagh St	Document
01.02.01.04.02.02.04	2016 04 14_Test & Tag Report_PM Electric_1 Jun 15_175 Castlereagh St	Document
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01.02.01.04.02.03.01	175 Castlereagh Street Snapshot	Document
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01.02.01.04.02.03.04	2016 04 14_Car Parking White Paper 2015_175 Castlereagh St	Document
01.02.01.04.02.03.05	2016 04 14_Entire Building Original Floor Plans_Oct 04_175 Castlereagh St	Document
01.02.01.04.02.03.06	2016 04 14_Identification Survey_17 Apr 08_175 Castlereagh St	Document
01.02.01.04.02.03.07	2016 04 14_Planning & Property Snapshot_175 Castlereagh St	Document
01.02.01.04.02.03.08	2016 04 14_Sewer Service Diagram & Location Plan_12 Sep 14_175 Castlereagh St	Document



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01.02.01.04.02.03.10	206 04 14_Services Plans Schedule_175 Castlereagh St_2	Document
01.02.01.04.02.03.11	Building DA history	Document
01.02.01.04.02.03.12	Building Stack	Document
01.02.01.04.02.03.13	Car park DA	Document
01.02.01.04.02.03.14	Car Parking White Paper 2015	Document
01.02.01.04.02.03.15	Entire building original floor plans (uploaded 22.10.2015)	Document
01.02.01.04.02.03.16	Identification survey ÔÇô 17 April 2008	Document
01.02.01.04.02.03.17	Sewer Service Diagram & Location Plan	Document
01.02.01.04.03	Essential Services	Folder
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01.02.01.04.03.01.02	2016 04 14_Certificate of Rope Access, Fall Arrest, Anchor Points_29 Mar 16_All Access Engineering_175 Castlereagh St	Document
01.02.01.04.03.02	Cooling Towers	Folder
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01.02.01.04.03.02.02	SAS Certificate & Report- Council	Folder
01.02.01.04.03.02.02.01	2016 04 14_Process of Disinfection & Microbial Control Cert_May 15_SAS_175 Castlereagh St	Document
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01.02.01.04.03.04	Lift	Folder
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01.02.01.04.03.05.03	2016 04 14_NABERS Energy Rating_Expires Aug 16_175 Castlereagh St	Document
01.02.01.04.03.05.04	2016 04 14_NABERS Water Rating Report_Expires Aug 16_175 Castlereagh St	Document
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01.02.01.04.03.06.01	2016 04 14_Certificate of Inspection-Pressure Equipment_ABV_17 Dec 15_175 Castlereagh St	Document
01.02.01.04.03.07	Slip Testing	Folder
01.02.01.04.03.07.01	175 Castlereagh St Sydney- Slip Test Report	Document
01.02.01.04.03.08	Thermo Graphic Survey	Folder
01.02.01.04.03.08.01	2016 04 14_Report on Thermal Survey - Electrical Facilities_12 Nov 15_Thermographic Specialists_175 Castlereagh St	Document
01.02.01.04.04	Hazardous Materials & Asbestos Register	Folder
01.02.01.04.04.01	2016 04 07_Hazard Bld Mat Re-inspection Survey Report_LR_23 Feb 16_175 Castlereagh St	Document
01.02.01.04.04.02	2016 04 07_Hazardous Building Materials Management Plan Report_SLR_23 Feb 16_175 Castlereagh St	Document
01.02.01.04.04.03	175 Castlereagh St - Hazmat Predemo Survey Report	Document
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01.02.01.04.05.02	2016 04 14_CAD drawings Levels 1, 9 and 11_175 Castlereagh St	Document
01.02.01.04.05.03	2016 04 14_Ground Floor Timber Layout_175 Castlereagh St	Document
01.02.01.04.05.04	2016 04 14_Identification Survey_175 Castlereagh St	Document
01.02.01.04.05.05	2016 04 14_Plan Showing Ground Floor Lobby Area_175 Castlereagh St	Document
01.02.01.04.05.06	2016 04 14_Plan Showing Layout of Car Park_175 Castlereagh St	Document
01.02.01.04.05.07	2016 04 14_Survey Report_Entire Building Floor Plans_175 Castlereagh St	Document
01.02.01.04.05.08	2016 04 14_Tenancy Area Survey_Ground Floor_Kiosk (Cafe)_175 Castlereagh St	Document
01.02.01.04.05.09	2016 04 14_Tenancy Area Survey_Level 11_Suites 1 & 2_175 Castlereagh St	Document
01.02.01.04.05.10	2016 04 14_Tenancy Area Survey_Level 14_External Plant Area_175 Castlereagh St	Document
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01.02.01.05.02.01.01	181 Miller St - Level 8	Document
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01.02.01.05.02.01.09	181 Miller St LEVEL 7	Document
01.02.01.05.02.01.10	181 Miller St SUITE 302	Document
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01.02.01.05.02.02.01	2016 03 29_Car Park Plan_As at 8 December 2014_181 Miller St	Document
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01.02.01.05.02.03.03	2016 03 29_Structural_Basement 2_Bottom Steel Layout_181 Miller St	Document
01.02.01.05.02.03.04	2016 03 29_Structural_Basement 2_Top Steel Layout_181 Miller St	Document
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01.02.01.05.02.03.06	2016 03 29_Structural_Col C9 to C20 Details_181 Miller St	Document
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01.02.01.05.02.03.15	2016 03 29_Structural_Plant Room Top Steel Plan and Details_181 Miller St	Document
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01.02.01.07.02.01.01.01.076	FILE0016	Document
01.02.01.07.02.01.01.01.077	FILE0160	Document
01.02.01.07.02.01.01.01.078	FILE0161	Document
01.02.01.07.02.01.01.01.079	FILE0162	Document
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01.02.01.07.02.01.01.01.090	FILE0172	Document



Number	Document	Type
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01.02.01.07.02.01.01.01.094	FILE0176	Document
01.02.01.07.02.01.01.01.095	FILE0177	Document
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01.02.01.07.02.01.01.01.097	FILE0179	Document
01.02.01.07.02.01.01.01.098	FILE0018	Document
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01.02.01.07.02.01.01.01.131	FILE0021	Document
01.02.01.07.02.01.01.01.132	FILE0210	Document



Number	Document	Type
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01.02.01.07.02.01.01.01.139	FILE0217	Document
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01.02.01.07.02.01.01.01.141	FILE0219	Document
01.02.01.07.02.01.01.01.142	FILE0022	Document
01.02.01.07.02.01.01.01.143	FILE0220	Document
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01.02.01.07.02.01.01.01.153	FILE0023	Document
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01.02.01.07.02.01.01.01.161	FILE0237	Document
01.02.01.07.02.01.01.01.162	FILE0238	Document
01.02.01.07.02.01.01.01.163	FILE0239	Document
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Number	Document	Type
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01.02.01.07.02.01.01.01.178	FILE0252	Document
01.02.01.07.02.01.01.01.179	FILE0253	Document
01.02.01.07.02.01.01.01.180	FILE0254	Document
01.02.01.07.02.01.01.01.181	FILE0255	Document
01.02.01.07.02.01.01.01.182	FILE0256	Document
01.02.01.07.02.01.01.01.183	FILE0257	Document
01.02.01.07.02.01.01.01.184	FILE0258	Document
01.02.01.07.02.01.01.01.185	FILE0259	Document
01.02.01.07.02.01.01.01.186	FILE0026	Document
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01.02.01.07.02.01.01.01.197	FILE0027	Document
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Number	Document	Type
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Number	Document	Type
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01.02.01.07.02.01.01.01.300	FILE0089	Document



Number	Document	Type
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01.02.01.07.02.01.01.01.303	FILE0092	Document
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01.02.01.07.02.01.01.01.305	FILE0094	Document
01.02.01.07.02.01.01.01.306	FILE0095	Document
01.02.01.07.02.01.01.01.307	FILE0096	Document
01.02.01.07.02.01.01.01.308	FILE0097	Document
01.02.01.07.02.01.01.01.309	FILE0098	Document
01.02.01.07.02.01.01.01.310	FILE0099	Document
01.02.01.07.02.01.01.02	tiff files	Folder
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01.02.01.07.02.01.01.02.002	FILE0002	Document
01.02.01.07.02.01.01.02.003	FILE0003	Document
01.02.01.07.02.01.01.02.004	FILE0004	Document
01.02.01.07.02.01.01.02.005	FILE0005	Document
01.02.01.07.02.01.01.02.006	FILE0006	Document
01.02.01.07.02.01.01.02.007	FILE0007	Document
01.02.01.07.02.01.01.02.008	FILE0008	Document
01.02.01.07.02.01.01.02.009	FILE0009	Document
01.02.01.07.02.01.01.02.010	FILE0010	Document
01.02.01.07.02.01.01.02.011	FILE0100	Document
01.02.01.07.02.01.01.02.012	FILE0101	Document
01.02.01.07.02.01.01.02.013	FILE0102	Document
01.02.01.07.02.01.01.02.014	FILE0103	Document
01.02.01.07.02.01.01.02.015	FILE0104	Document
01.02.01.07.02.01.01.02.016	FILE0105	Document
01.02.01.07.02.01.01.02.017	FILE0106	Document
01.02.01.07.02.01.01.02.018	FILE0107	Document
01.02.01.07.02.01.01.02.019	FILE0108	Document
01.02.01.07.02.01.01.02.020	FILE0109	Document
01.02.01.07.02.01.01.02.021	FILE0011	Document
01.02.01.07.02.01.01.02.022	FILE0110	Document
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01.02.01.07.02.01.01.02.027	FILE0115	Document
01.02.01.07.02.01.01.02.028	FILE0116	Document
01.02.01.07.02.01.01.02.029	FILE0117	Document
01.02.01.07.02.01.01.02.030	FILE0118	Document
01.02.01.07.02.01.01.02.031	FILE0119	Document



Number	Document	Type
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01.02.01.07.02.01.01.02.035	FILE0122	Document
01.02.01.07.02.01.01.02.036	FILE0123	Document
01.02.01.07.02.01.01.02.037	FILE0124	Document
01.02.01.07.02.01.01.02.038	FILE0125	Document
01.02.01.07.02.01.01.02.039	FILE0126	Document
01.02.01.07.02.01.01.02.040	FILE0127	Document
01.02.01.07.02.01.01.02.041	FILE0128	Document
01.02.01.07.02.01.01.02.042	FILE0129	Document
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01.02.01.07.02.01.01.02.048	FILE0134	Document
01.02.01.07.02.01.01.02.049	FILE0135	Document
01.02.01.07.02.01.01.02.050	FILE0136	Document
01.02.01.07.02.01.01.02.051	FILE0137	Document
01.02.01.07.02.01.01.02.052	FILE0138	Document
01.02.01.07.02.01.01.02.053	FILE0139	Document
01.02.01.07.02.01.01.02.054	FILE0014	Document
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01.02.01.07.02.01.01.02.063	FILE0148	Document
01.02.01.07.02.01.01.02.064	FILE0149	Document
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01.02.01.07.02.01.01.02.067	FILE0151	Document
01.02.01.07.02.01.01.02.068	FILE0152	Document
01.02.01.07.02.01.01.02.069	FILE0153	Document
01.02.01.07.02.01.01.02.070	FILE0154	Document
01.02.01.07.02.01.01.02.071	FILE0155	Document
01.02.01.07.02.01.01.02.072	FILE0156	Document
01.02.01.07.02.01.01.02.073	FILE0157	Document



Number	Document	Type
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01.02.01.07.02.01.01.02.075	FILE0159	Document
01.02.01.07.02.01.01.02.076	FILE0016	Document
01.02.01.07.02.01.01.02.077	FILE0160	Document
01.02.01.07.02.01.01.02.078	FILE0161	Document
01.02.01.07.02.01.01.02.079	FILE0162	Document
01.02.01.07.02.01.01.02.080	FILE0163	Document
01.02.01.07.02.01.01.02.081	FILE0164	Document
01.02.01.07.02.01.01.02.082	FILE0165	Document
01.02.01.07.02.01.01.02.083	FILE0166	Document
01.02.01.07.02.01.01.02.084	FILE0167	Document
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01.02.01.07.02.01.01.02.092	FILE0174	Document
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01.02.01.07.02.01.01.02.095	FILE0177	Document
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01.02.01.07.02.01.01.02.112	FILE0192	Document
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01.02.01.07.02.01.01.02.114	FILE0194	Document
01.02.01.07.02.01.01.02.115	FILE0195	Document



Number	Document	Type
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01.02.01.07.02.01.01.02.118	FILE0198	Document
01.02.01.07.02.01.01.02.119	FILE0199	Document
01.02.01.07.02.01.01.02.120	FILE0200	Document
01.02.01.07.02.01.01.02.121	FILE0200	Document
01.02.01.07.02.01.01.02.122	FILE0201	Document
01.02.01.07.02.01.01.02.123	FILE0202	Document
01.02.01.07.02.01.01.02.124	FILE0203	Document
01.02.01.07.02.01.01.02.125	FILE0204	Document
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01.02.01.07.02.01.01.02.133	FILE0211	Document
01.02.01.07.02.01.01.02.134	FILE0212	Document
01.02.01.07.02.01.01.02.135	FILE0213	Document
01.02.01.07.02.01.01.02.136	FILE0214	Document
01.02.01.07.02.01.01.02.137	FILE0215	Document
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01.02.01.07.02.01.01.02.153	FILE0023	Document
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01.02.01.07.02.01.01.02.155	FILE0231	Document
01.02.01.07.02.01.01.02.156	FILE0232	Document
01.02.01.07.02.01.01.02.157	FILE0233	Document



Number	Document	Type
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01.02.01.07.02.01.01.02.163	FILE0239	Document
01.02.01.07.02.01.01.02.164	FILE0024	Document
01.02.01.07.02.01.01.02.165	FILE0240	Document
01.02.01.07.02.01.01.02.166	FILE0241	Document
01.02.01.07.02.01.01.02.167	FILE0242	Document
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01.02.01.07.02.01.01.02.176	FILE0250	Document
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01.02.01.07.02.01.01.02.197	FILE0027	Document
01.02.01.07.02.01.01.02.198	FILE0270	Document
01.02.01.07.02.01.01.02.199	FILE0271	Document



Number	Document	Type
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01.02.01.07.02.01.01.02.203	FILE0275	Document
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01.02.01.07.02.01.01.02.205	FILE0277	Document
01.02.01.07.02.01.01.02.206	FILE0278	Document
01.02.01.07.02.01.01.02.207	FILE0279	Document
01.02.01.07.02.01.01.02.208	FILE0028	Document
01.02.01.07.02.01.01.02.209	FILE0280	Document
01.02.01.07.02.01.01.02.210	FILE0281	Document
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01.02.01.07.02.01.01.02.231	FILE0300	Document
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01.02.01.07.02.01.01.02.233	FILE0302	Document
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01.02.01.07.02.01.01.02.235	FILE0304	Document
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01.02.01.07.02.01.01.02.241	FILE0031	Document



Number	Document	Type
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01.02.01.07.02.01.01.02.244	FILE0033	Document
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01.02.01.07.02.01.01.02.246	FILE0035	Document
01.02.01.07.02.01.01.02.247	FILE0036	Document
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01.02.01.07.02.01.01.02.249	FILE0038	Document
01.02.01.07.02.01.01.02.250	FILE0039	Document
01.02.01.07.02.01.01.02.251	FILE0040	Document
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01.02.01.07.02.01.01.02.261	FILE0050	Document
01.02.01.07.02.01.01.02.262	FILE0051	Document
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01.02.01.07.02.01.01.02.282	FILE0071	Document
01.02.01.07.02.01.01.02.283	FILE0072	Document



Number	Document	Type
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01.02.01.07.02.01.01.02.286	FILE0075	Document
01.02.01.07.02.01.01.02.287	FILE0076	Document
01.02.01.07.02.01.01.02.288	FILE0077	Document
01.02.01.07.02.01.01.02.289	FILE0078	Document
01.02.01.07.02.01.01.02.290	FILE0079	Document
01.02.01.07.02.01.01.02.291	FILE0080	Document
01.02.01.07.02.01.01.02.292	FILE0081	Document
01.02.01.07.02.01.01.02.293	FILE0082	Document
01.02.01.07.02.01.01.02.294	FILE0083	Document
01.02.01.07.02.01.01.02.295	FILE0084	Document
01.02.01.07.02.01.01.02.296	FILE0085	Document
01.02.01.07.02.01.01.02.297	FILE0086	Document
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01.02.01.07.02.01.01.02.301	FILE0090	Document
01.02.01.07.02.01.01.02.302	FILE0091	Document
01.02.01.07.02.01.01.02.303	FILE0092	Document
01.02.01.07.02.01.01.02.304	FILE0093	Document
01.02.01.07.02.01.01.02.305	FILE0094	Document
01.02.01.07.02.01.01.02.306	FILE0095	Document
01.02.01.07.02.01.01.02.307	FILE0096	Document
01.02.01.07.02.01.01.02.308	FILE0097	Document
01.02.01.07.02.01.01.02.309	FILE0098	Document
01.02.01.07.02.01.01.02.310	FILE0099	Document
01.02.01.07.02.01.02	existing-optional floor plans	Folder
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01.02.01.07.02.01.02.01.04	00000004	Document
01.02.01.07.02.01.02.01.05	00000005	Document
01.02.01.07.02.01.02.01.06	00000006	Document
01.02.01.07.02.01.02.01.07	00000007	Document
01.02.01.07.02.01.02.01.08	00000008	Document
01.02.01.07.02.01.02.01.09	00000009	Document
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01.02.01.07.02.01.02.01.11	00000011	Document
01.02.01.07.02.01.02.01.12	00000012	Document
01.02.01.07.02.01.02.01.13	00000013	Document



Number	Document	Type
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01.02.01.07.02.01.02.01.16	00000016	Document
01.02.01.07.02.01.02.01.17	00000017	Document
01.02.01.07.02.01.02.02	pdf files	Folder
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01.02.01.07.02.01.02.02.02	00000002	Document
01.02.01.07.02.01.02.02.03	00000003	Document
01.02.01.07.02.01.02.02.04	00000004	Document
01.02.01.07.02.01.02.02.05	00000005	Document
01.02.01.07.02.01.02.02.06	00000006	Document
01.02.01.07.02.01.02.02.07	00000007	Document
01.02.01.07.02.01.02.02.08	00000008	Document
01.02.01.07.02.01.02.02.09	00000009	Document
01.02.01.07.02.01.02.02.10	00000010	Document
01.02.01.07.02.01.02.02.11	00000011	Document
01.02.01.07.02.01.02.02.12	00000012	Document
01.02.01.07.02.01.02.02.13	00000013	Document
01.02.01.07.02.01.02.02.14	00000014	Document
01.02.01.07.02.01.02.02.15	00000015	Document
01.02.01.07.02.01.02.02.16	00000016	Document
01.02.01.07.02.01.02.02.17	00000017	Document
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01.02.01.07.02.01.03.01.07	FILE0007	Document
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01.02.01.07.02.01.03.01.09	FILE0009	Document
01.02.01.07.02.01.03.01.10	FILE0010	Document
01.02.01.07.02.01.03.02	SmokeDetectorUpgrade.2008	Folder
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01.02.01.07.02.01.03.02.04	F00	Document
01.02.01.07.02.01.03.02.05	F01	Document
01.02.01.07.02.01.03.02.06	F01	Document
01.02.01.07.02.01.03.02.07	F02	Document



Number	Document	Type
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01.02.01.07.02.01.03.02.12	F04	Document
01.02.01.07.02.01.03.02.13	F05	Document
01.02.01.07.02.01.03.02.14	F05	Document
01.02.01.07.02.01.03.02.15	F06	Document
01.02.01.07.02.01.03.02.16	F06	Document
01.02.01.07.02.01.03.02.17	F07	Document
01.02.01.07.02.01.03.02.18	F07	Document
01.02.01.07.02.01.03.03	tiff files	Folder
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01.02.01.07.02.01.03.03.04	FILE0004	Document
01.02.01.07.02.01.03.03.05	FILE0005	Document
01.02.01.07.02.01.03.03.06	FILE0006	Document
01.02.01.07.02.01.03.03.07	FILE0007	Document
01.02.01.07.02.01.03.03.08	FILE0008	Document
01.02.01.07.02.01.03.03.09	FILE0009	Document
01.02.01.07.02.01.03.03.10	FILE0010	Document
01.02.01.07.02.01.04	hydraulics	Folder
01.02.01.07.02.01.04.01	pdf files	Folder
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01.02.01.07.02.01.04.01.04	FILE0004	Document
01.02.01.07.02.01.04.01.05	FILE0005	Document
01.02.01.07.02.01.04.01.06	FILE0006	Document
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01.02.01.07.02.01.04.01.08	FILE0008	Document
01.02.01.07.02.01.04.01.09	FILE0009	Document
01.02.01.07.02.01.04.01.10	FILE0010	Document
01.02.01.07.02.01.04.01.11	FILE0011	Document
01.02.01.07.02.01.04.01.12	FILE0012	Document
01.02.01.07.02.01.04.01.13	FILE0013	Document
01.02.01.07.02.01.04.01.14	FILE0014	Document
01.02.01.07.02.01.04.01.15	FILE0015	Document
01.02.01.07.02.01.04.01.16	FILE0016	Document
01.02.01.07.02.01.04.01.17	FILE0017	Document
01.02.01.07.02.01.04.01.18	FILE0018	Document



Number	Document	Type
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01.02.01.07.02.01.04.01.21	FILE0021	Document
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01.02.01.07.04.01	2016 06 17_Survey Plans_194 Miller Street	Document
01.02.01.07.05	Hazardous Materials & Asbestos Register	Folder
01.02.01.07.05.01	194 Miller St - Hazmat Predemo Survey Report	Document
01.02.01.07.05.02	194 Miller St - Hazmat Predemo Survey Report Rev 2.0	Document
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01.02.01.08.01	RealServe Plans of Factory	Document
01.02.01.09	30 Edinburgh Rd, 34 Murray St & 38-46 Murray St, Marrickville	Folder
01.02.01.09.01	Building Plans	Folder
01.02.01.09.01.01	Plans	Folder
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01.02.01.10.01.01	2016 04 07_Letter & Part 1 of Douglas Partners Report on Preliminary Site Investigation for Contamination_Mar 14_302 Pitt St	Document
01.02.01.10.01.02	2016 04 07_Memo from Luke Salem_Summarises Preliminary Site Investigation Report_Contamination Issues_302 Pitt St_2	Document
01.02.01.10.01.03	2016 04 07_Part 2 of Douglas Partners Report on Preliminary Site Investigation for Contamination_Feb 16_302 Pitt St	Document
01.02.01.11	40 Park Street, Sydney	Folder



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01.02.01.11.01.04	2016 06 17_Beam Sections & Elevations_40 Park St	Document
01.02.01.11.01.05	2016 06 17_Building Structural plans_40 Park St	Document
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01.02.01.11.01.13	2016 06 17_Elevation Survey Plan_40 Park St	Document
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01.02.01.11.01.23	2016 06 17_Mechanical Plans 06_40 Park St	Document
01.02.01.11.01.24	2016 06 17_Mechanical Plans_40 Park St	Document
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01.02.01.11.01.29	2016 06 17_Steel Details_40 Park St	Document
01.02.01.11.01.30	2016 06 17_Survey Plan 01_40 Park St	Document
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01.02.01.12.01	2016 06 22_Visual Inspection & Report for Clearance_ESP_479 Pacific Hwy, Crows Nest	Document
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01.02.01.13.01.11.51	734106-GD-214	Document
01.02.01.13.01.11.52	734106-GD-215	Document
01.02.01.13.01.11.53	734106-GD-221	Document
01.02.01.13.01.11.54	734106-GD-222	Document
01.02.01.13.01.11.55	734106-GD-223	Document
01.02.01.13.01.11.56	734106-GD-231	Document
01.02.01.13.01.11.57	734106-GD-232	Document
01.02.01.13.01.11.58	734106-GD-234	Document
01.02.01.13.01.11.59	734106-GD-235	Document
01.02.01.13.01.11.60	743106-GD-211	Document
01.02.01.13.01.12	WAE Drawings Architecturals GD 310-GD 432	Folder
01.02.01.13.01.12.01	734106-GD310	Document
01.02.01.13.01.12.02	734106-GD311	Document
01.02.01.13.01.12.03	734106-GD312	Document
01.02.01.13.01.12.04	734106-GD320	Document
01.02.01.13.01.12.05	734106-GD321	Document



Number	Document	Type
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01.02.01.13.01.12.10	734106-GD326	Document
01.02.01.13.01.12.11	734106-GD330	Document
01.02.01.13.01.12.12	734106-GD331	Document
01.02.01.13.01.12.13	734106-GD332	Document
01.02.01.13.01.12.14	734106-GD333	Document
01.02.01.13.01.12.15	734106-GD334	Document
01.02.01.13.01.12.16	734106-GD340	Document
01.02.01.13.01.12.17	734106-GD350	Document
01.02.01.13.01.12.18	734106-GD351	Document
01.02.01.13.01.12.19	734106-GD360	Document
01.02.01.13.01.12.20	734106-GD362	Document
01.02.01.13.01.12.21	734106-GD363	Document
01.02.01.13.01.12.22	734106-GD364	Document
01.02.01.13.01.12.23	734106-GD365	Document
01.02.01.13.01.12.24	734106-GD366	Document
01.02.01.13.01.12.25	734106-GD367	Document
01.02.01.13.01.12.26	734106-GD369	Document
01.02.01.13.01.12.27	734106-GD401	Document
01.02.01.13.01.12.28	734106-GD402	Document
01.02.01.13.01.12.29	734106-GD403	Document
01.02.01.13.01.12.30	734106-GD404	Document
01.02.01.13.01.12.31	734106-GD405	Document
01.02.01.13.01.12.32	734106-GD406	Document
01.02.01.13.01.12.33	734106-GD407	Document
01.02.01.13.01.12.34	734106-GD410	Document
01.02.01.13.01.12.35	734106-GD411	Document
01.02.01.13.01.12.36	734106-GD412	Document
01.02.01.13.01.12.37	734106-GD413	Document
01.02.01.13.01.12.38	734106-GD414	Document
01.02.01.13.01.12.39	734106-GD415	Document
01.02.01.13.01.12.40	734106-GD416	Document
01.02.01.13.01.12.41	734106-GD417	Document
01.02.01.13.01.12.42	734106-GD418	Document
01.02.01.13.01.12.43	734106-GD419	Document
01.02.01.13.01.12.44	734106-GD423	Document
01.02.01.13.01.12.45	734106-GD424	Document
01.02.01.13.01.12.46	734106-GD426	Document
01.02.01.13.01.12.47	734106-GD431	Document



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01.02.01.13.01.12.48	734106-GD432	Document
01.02.01.13.01.12.49	736104-GD361	Document
01.02.01.13.01.13	WAE Drawings Electrical Security	Folder
01.02.01.13.01.13.01	1500-C-9886-B	Document
01.02.01.13.01.13.02	1500-C-9887-B	Document
01.02.01.13.01.13.03	1500-C-9888-C	Document
01.02.01.13.01.13.04	1663-1B	Document
01.02.01.13.01.13.05	1663-2B	Document
01.02.01.13.01.13.06	2868-2	Document
01.02.01.13.01.13.07	734106-E-01	Document
01.02.01.13.01.13.08	734106-E-010	Document
01.02.01.13.01.13.09	734106-E-012	Document
01.02.01.13.01.13.10	734106-E-013	Document
01.02.01.13.01.13.11	734106-E-014	Document
01.02.01.13.01.13.12	734106-E-015	Document
01.02.01.13.01.13.13	734106-E-016	Document
01.02.01.13.01.13.14	734106-E-017	Document
01.02.01.13.01.13.15	734106-E-018-B	Document
01.02.01.13.01.13.16	734106-E-02	Document
01.02.01.13.01.13.17	734106-E-03	Document
01.02.01.13.01.13.18	734106-E-04	Document
01.02.01.13.01.13.19	734106-E-05	Document
01.02.01.13.01.13.20	734106-E-06	Document
01.02.01.13.01.13.21	734106-E-07	Document
01.02.01.13.01.13.22	734106-E-08	Document
01.02.01.13.01.13.23	734106-E-09	Document
01.02.01.13.01.13.24	734106-SAS-001	Document
01.02.01.13.01.13.25	734106-SAS-002	Document
01.02.01.13.01.13.26	734106-SAS-004	Document
01.02.01.13.01.13.27	734106-SAS-005	Document
01.02.01.13.01.13.28	734106-SAS-006	Document
01.02.01.13.01.13.29	734106-SAS-007	Document
01.02.01.13.01.13.30	734106-SAS-008	Document
01.02.01.13.01.13.31	734106-SAS-009	Document
01.02.01.13.01.13.32	734106-SAS-010	Document
01.02.01.13.01.13.33	734106-SAS-011	Document
01.02.01.13.01.13.34	CD-003C	Document
01.02.01.13.01.13.35	CD-004-B	Document
01.02.01.13.01.13.36	CD-E001B	Document
01.02.01.13.01.13.37	E19-B	Document
01.02.01.13.01.13.38	E20-C	Document
01.02.01.13.01.13.39	SAS-003 C	Document



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01.02.01.13.01.14.01	1500-C-9886-B	Document
01.02.01.13.01.14.02	1500-C-9887-B	Document
01.02.01.13.01.14.03	1500-C-9888-C	Document
01.02.01.13.01.14.04	1663-1B.	Document
01.02.01.13.01.14.05	2868-2G	Document
01.02.01.13.01.14.06	734106-E-01	Document
01.02.01.13.01.14.07	734106-E-02	Document
01.02.01.13.01.14.08	734106-E-06	Document
01.02.01.13.01.14.09	734106-E-18-B	Document
01.02.01.13.01.14.10	734106-SAS-001	Document
01.02.01.13.01.14.11	734106-SAS-002	Document
01.02.01.13.01.14.12	734106-SAS-004	Document
01.02.01.13.01.14.13	734106-SAS-005	Document
01.02.01.13.01.14.14	734106-SAS-006	Document
01.02.01.13.01.14.15	734106-SAS-007	Document
01.02.01.13.01.14.16	734106-SAS-008	Document
01.02.01.13.01.14.17	734106-SAS-009	Document
01.02.01.13.01.14.18	734106-SAS-010	Document
01.02.01.13.01.14.19	734106-SAS-011	Document
01.02.01.13.01.14.20	734160-E-03	Document
01.02.01.13.01.14.21	734160-E-04	Document
01.02.01.13.01.14.22	734160-E-05	Document
01.02.01.13.01.14.23	734160-E-07	Document
01.02.01.13.01.14.24	734160-E-08	Document
01.02.01.13.01.14.25	734160-E-09	Document
01.02.01.13.01.14.26	734160-E-10	Document
01.02.01.13.01.14.27	734160-E-12	Document
01.02.01.13.01.14.28	734160-E-13	Document
01.02.01.13.01.14.29	734160-E-14	Document
01.02.01.13.01.14.30	734160-E-15	Document
01.02.01.13.01.14.31	734160-E-16	Document
01.02.01.13.01.14.32	734160-E-17	Document
01.02.01.13.01.14.33	CD 004C	Document
01.02.01.13.01.14.34	CD-E001B	Document
01.02.01.13.01.14.35	CD03 C	Document
01.02.01.13.01.14.36	E 19 B	Document
01.02.01.13.01.14.37	E 20 C	Document
01.02.01.13.01.14.38	SAS 003 C	Document
01.02.01.13.01.14.39	scan220	Document
01.02.01.13.01.15	WAE Drawings FACADE	Folder
01.02.01.13.01.15.01	B1701-10D	Document



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01.02.01.13.01.15.04	B1701-14C	Document
01.02.01.13.01.15.05	B1701-15C	Document
01.02.01.13.01.15.06	B1701-16C	Document
01.02.01.13.01.15.07	B1701-17B	Document
01.02.01.13.01.15.08	B1701-18B	Document
01.02.01.13.01.15.09	B1701-19B	Document
01.02.01.13.01.15.10	B1701-1D	Document
01.02.01.13.01.15.11	B1701-20B	Document
01.02.01.13.01.15.12	B1701-21D	Document
01.02.01.13.01.15.13	B1701-22D	Document
01.02.01.13.01.15.14	B1701-27C	Document
01.02.01.13.01.15.15	B1701-28C	Document
01.02.01.13.01.15.16	B1701-29C	Document
01.02.01.13.01.15.17	B1701-2D	Document
01.02.01.13.01.15.18	B1701-30C	Document
01.02.01.13.01.15.19	B1701-3C	Document
01.02.01.13.01.15.20	B1701-5C	Document
01.02.01.13.01.15.21	B1701-6E	Document
01.02.01.13.01.15.22	B1701-7E	Document
01.02.01.13.01.16	WAE Drawings Facade (Sepias) F1	Folder
01.02.01.13.01.16.01	B1701-10E	Document
01.02.01.13.01.16.02	B1701-11E	Document
01.02.01.13.01.16.03	B1701-14C	Document
01.02.01.13.01.16.04	B1701-15C	Document
01.02.01.13.01.16.05	B1701-16C	Document
01.02.01.13.01.16.06	B1701-17B	Document
01.02.01.13.01.16.07	B1701-18B	Document
01.02.01.13.01.16.08	B1701-1D	Document
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01.02.01.13.01.16.10	B1701-2D	Document
01.02.01.13.01.16.11	B1701-3C	Document
01.02.01.13.01.16.12	B1701-5C	Document
01.02.01.13.01.16.13	B1701-6E	Document
01.02.01.13.01.16.14	B1701-7E	Document
01.02.01.13.01.17	WAE Drawings Glazing Systems (Sepias) GS1	Folder
01.02.01.13.01.17.01	5099-01	Document
01.02.01.13.01.17.02	5099-02	Document
01.02.01.13.01.17.03	5099-03	Document
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01.02.01.13.01.17.15	5099-15	Document
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01.02.01.13.01.17.18	5099-18	Document
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01.02.01.13.01.17.23	5099-24	Document
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01.02.01.13.01.17.25	5099-26	Document
01.02.01.13.01.17.26	5099-27	Document
01.02.01.13.01.17.27	5099-28	Document
01.02.01.13.01.17.28	5099-29	Document
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01.02.01.13.01.17.30	5099-31	Document
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01.02.01.13.01.17.40	5099-42	Document
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01.02.01.13.01.17.42	5099-44	Document
01.02.01.13.01.17.43	5099-45	Document
01.02.01.13.01.17.44	5099-46	Document
01.02.01.13.01.17.45	5099-47	Document
01.02.01.13.01.17.46	5099-48	Document
01.02.01.13.01.17.47	5099-49	Document



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01.02.01.13.01.17.51	5099-54	Document
01.02.01.13.01.18	WAE DRAWINGS GLAZING SYSTEMS G51	Folder
01.02.01.13.01.18.01	5099-01	Document
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01.02.01.13.01.18.20	5099-20	Document
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01.02.01.13.01.18.22	5099-23	Document
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01.02.01.13.01.18.27	5099-28	Document
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01.02.01.13.01.18.29	5099-30	Document
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01.02.01.13.01.18.42	5099-44	Document
01.02.01.13.01.18.43	5099-45	Document
01.02.01.13.01.18.44	5099-46	Document
01.02.01.13.01.18.45	5099-47	Document
01.02.01.13.01.18.46	5099-48	Document
01.02.01.13.01.18.47	5099-49	Document
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01.02.01.13.01.19	WAE Drawings Handset Granite - Sepias	Folder
01.02.01.13.01.19.01	217-1	Document
01.02.01.13.01.19.02	217-10	Document
01.02.01.13.01.19.03	217-11	Document
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01.02.01.13.01.19.15	217-22	Document
01.02.01.13.01.19.16	217-23	Document
01.02.01.13.01.19.17	217-24	Document
01.02.01.13.01.19.18	217-25	Document
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01.02.01.13.01.19.24	217-30	Document
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Number	Document	Type
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01.02.01.13.01.19.36	217-44	Document
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01.02.01.13.01.19.38	217-46	Document
01.02.01.13.01.19.39	217-47	Document
01.02.01.13.01.19.40	217-48	Document
01.02.01.13.01.19.41	217-49	Document
01.02.01.13.01.19.42	217-5	Document
01.02.01.13.01.19.43	217-50	Document
01.02.01.13.01.19.44	217-51	Document
01.02.01.13.01.19.45	217-53	Document
01.02.01.13.01.19.46	217-54	Document
01.02.01.13.01.19.47	217-55	Document
01.02.01.13.01.19.48	217-56	Document
01.02.01.13.01.19.49	217-6	Document
01.02.01.13.01.19.50	217-7	Document
01.02.01.13.01.19.51	217-9	Document
01.02.01.13.01.19.52	GN 1	Document
01.02.01.13.01.19.53	gn 2	Document
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01.02.01.13.01.20.03	192B-106-B	Document
01.02.01.13.01.20.04	192B-11-C	Document
01.02.01.13.01.20.05	192B-110-F	Document
01.02.01.13.01.20.06	192B-111-C	Document
01.02.01.13.01.20.07	192B-12-C	Document
01.02.01.13.01.20.08	192B-120-B	Document
01.02.01.13.01.20.09	192B-125-F	Document
01.02.01.13.01.20.10	192B-13-C	Document
01.02.01.13.01.20.11	192B-137-F	Document
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01.02.01.13.01.20.13	192B-143-B	Document
01.02.01.13.01.20.14	192B-15-B	Document
01.02.01.13.01.20.15	192B-150-C	Document



Number	Document	Type
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01.02.01.13.01.20.18	192B-153-A	Document
01.02.01.13.01.20.19	192B-154-A	Document
01.02.01.13.01.20.20	192B-156-A	Document
01.02.01.13.01.20.21	192B-16-C	Document
01.02.01.13.01.20.22	192B-169-B	Document
01.02.01.13.01.20.23	192B-17-C	Document
01.02.01.13.01.20.24	192B-170-C	Document
01.02.01.13.01.20.25	192B-172-B	Document
01.02.01.13.01.20.26	192B-175-C	Document
01.02.01.13.01.20.27	192B-20-A	Document
01.02.01.13.01.20.28	192B-30-A	Document
01.02.01.13.01.20.29	192B-31-D	Document
01.02.01.13.01.20.30	192B-34-B	Document
01.02.01.13.01.20.31	192B-35-B	Document
01.02.01.13.01.20.32	192B-36-B	Document
01.02.01.13.01.20.33	192B-37-B	Document
01.02.01.13.01.20.34	192B-40-D	Document
01.02.01.13.01.20.35	192B-5-F	Document
01.02.01.13.01.20.36	192B-50-D	Document
01.02.01.13.01.20.37	192B-55-D	Document
01.02.01.13.01.20.38	192B-65-B	Document
01.02.01.13.01.20.39	192B-7-B	Document
01.02.01.13.01.20.40	192B-71-B	Document
01.02.01.13.01.20.41	192B-8-C	Document
01.02.01.13.01.20.42	192B-80-B	Document
01.02.01.13.01.20.43	192B-81-B	Document
01.02.01.13.01.20.44	192B-85-B	Document
01.02.01.13.01.20.45	192B-88-B	Document
01.02.01.13.01.20.46	192B-90-B	Document
01.02.01.13.01.20.47	192B-91-B	Document
01.02.01.13.01.20.48	192B-95-C	Document
01.02.01.13.01.20.49	280287-522	Document
01.02.01.13.01.20.50	280287-522 B	Document
01.02.01.13.01.20.51	280287-522 B 2	Document
01.02.01.13.01.20.52	280287-522 B 3	Document
01.02.01.13.01.20.53	280287-522 C	Document
01.02.01.13.01.20.54	280287-522 c 2	Document
01.02.01.13.01.20.55	280287-522 c 3	Document
01.02.01.13.01.20.56	280287-522 C4	Document
01.02.01.13.01.20.57	280287-522 C5	Document



Number	Document	Type
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01.02.01.13.01.20.60	L-280287-2G	Document
01.02.01.13.01.20.61	L-280287-3D	Document
01.02.01.13.01.20.62	L-280287-4B	Document
01.02.01.13.01.20.63	L-280287-5B	Document
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01.02.01.13.01.20.64.07	217-15	Document
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01.02.01.13.01.20.64.12	217-2	Document
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01.02.01.13.01.20.64.14	217-21	Document
01.02.01.13.01.20.64.15	217-22	Document
01.02.01.13.01.20.64.16	217-23	Document
01.02.01.13.01.20.64.17	217-24	Document
01.02.01.13.01.20.64.18	217-25	Document
01.02.01.13.01.20.64.19	217-26	Document
01.02.01.13.01.20.64.20	217-27	Document
01.02.01.13.01.20.64.21	217-28	Document
01.02.01.13.01.20.64.22	217-29	Document
01.02.01.13.01.20.64.23	217-3	Document
01.02.01.13.01.20.64.24	217-30	Document
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01.02.01.13.01.20.64.35	217-43	Document



Number	Document	Type
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01.02.01.13.01.20.64.41	217-49	Document
01.02.01.13.01.20.64.42	217-5	Document
01.02.01.13.01.20.64.43	217-50	Document
01.02.01.13.01.20.64.44	217-51	Document
01.02.01.13.01.20.64.45	217-53	Document
01.02.01.13.01.20.64.46	217-54	Document
01.02.01.13.01.20.64.47	217-55	Document
01.02.01.13.01.20.64.48	217-56	Document
01.02.01.13.01.20.64.49	217-6	Document
01.02.01.13.01.20.64.50	217-7	Document
01.02.01.13.01.20.64.51	217-9	Document
01.02.01.13.01.20.64.52	217-GN 1	Document
01.02.01.13.01.20.64.53	217-GN 2	Document
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01.02.01.13.01.21.03	192B-106-B	Document
01.02.01.13.01.21.04	192B-11-C	Document
01.02.01.13.01.21.05	192B-110-F	Document
01.02.01.13.01.21.06	192B-111-B	Document
01.02.01.13.01.21.07	192B-12-C	Document
01.02.01.13.01.21.08	192B-120-B	Document
01.02.01.13.01.21.09	192B-125-F	Document
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01.02.01.13.01.21.12	192B-140-B	Document
01.02.01.13.01.21.13	192B-143-B	Document
01.02.01.13.01.21.14	192B-15-B	Document
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01.02.01.13.01.21.19	192B-154-A	Document
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01.02.01.13.01.21.21	192B-16-C	Document
01.02.01.13.01.21.22	192B-169-B	Document
01.02.01.13.01.21.23	192B-17-C	Document



Number	Document	Type
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01.02.01.13.01.21.29	192B-31-D	Document
01.02.01.13.01.21.30	192B-34-B	Document
01.02.01.13.01.21.31	192B-35-B	Document
01.02.01.13.01.21.32	192B-36-B	Document
01.02.01.13.01.21.33	192B-37-B	Document
01.02.01.13.01.21.34	192B-40-D	Document
01.02.01.13.01.21.35	192B-5-F	Document
01.02.01.13.01.21.36	192B-50-D	Document
01.02.01.13.01.21.37	192B-55-D	Document
01.02.01.13.01.21.38	192B-65-B	Document
01.02.01.13.01.21.39	192B-7-D	Document
01.02.01.13.01.21.40	192B-71-B	Document
01.02.01.13.01.21.41	192B-8-C	Document
01.02.01.13.01.21.42	192B-80-B	Document
01.02.01.13.01.21.43	192B-81-B	Document
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01.02.01.13.01.21.45	192B-88-B	Document
01.02.01.13.01.21.46	192B-90-B	Document
01.02.01.13.01.21.47	192B-91-B	Document
01.02.01.13.01.21.48	192B-95-C	Document
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01.02.01.13.01.21.51	280287-522B-SHEET 4	Document
01.02.01.13.01.21.52	280287-522B-SHEET 5	Document
01.02.01.13.01.21.53	280287-522C-SHEET 3	Document
01.02.01.13.01.21.54	280287-522C-SHEET 6	Document
01.02.01.13.01.21.55	280287-522C-SHEET 7	Document
01.02.01.13.01.21.56	280287-522C-SHEET 8	Document
01.02.01.13.01.21.57	280287-522C-SHEET 9	Document
01.02.01.13.01.21.58	Cover Sheet	Document
01.02.01.13.01.21.59	L-280287-1D	Document
01.02.01.13.01.21.60	L-280287-2G	Document
01.02.01.13.01.21.61	L-280287-3D	Document
01.02.01.13.01.21.62	L-280287-4B	Document
01.02.01.13.01.21.63	L-280287-521C	Document
01.02.01.13.01.21.64	L-280287-5B	Document
01.02.01.13.01.22	WAE DRAWINGS MECHANICAL SERVICES (SEPIAS) M1	Folder



Number	Document	Type
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01.02.01.13.01.22.03	P1418-SM-30-H	Document
01.02.01.13.01.22.04	P1418-SM-31-H	Document
01.02.01.13.01.22.05	P1418-SM-32-F	Document
01.02.01.13.01.22.06	P1418-SM-33-H	Document
01.02.01.13.01.22.07	P1418-SM-19-C	Document
01.02.01.13.01.22.08	P1418-SM-20-G	Document
01.02.01.13.01.22.09	P1418-SM-21	Document
01.02.01.13.01.22.10	P1418-SM-23-K	Document
01.02.01.13.01.22.11	P1418-SM-24-K	Document
01.02.01.13.01.22.12	P1418-SM-25-C	Document
01.02.01.13.01.22.13	P1418-SM-26-B	Document
01.02.01.13.01.22.14	P1418-SM-27-C	Document
01.02.01.13.01.22.15	P1418-SM-48-C	Document
01.02.01.13.01.22.16	P1418-SME-34	Document
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01.02.01.13.01.22.18	P1418-SME-36	Document
01.02.01.13.01.22.19	P1418-SME-37	Document
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01.02.01.13.01.22.22	P1418-SME-40	Document
01.02.01.13.01.22.23	P1418-SME-41	Document
01.02.01.13.01.22.24	P1418-SME-42	Document
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01.02.01.13.01.22.27	P1418-SME-49	Document
01.02.01.13.01.22.28	P1418-SME-50	Document
01.02.01.13.01.22.29	P1418-SME-6 I	Document
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01.02.01.13.01.22.31	P1418-SME-10-D	Document
01.02.01.13.01.22.32	P1418-SME-11-C	Document
01.02.01.13.01.22.33	P1418-SME-12-C	Document
01.02.01.13.01.22.34	P1418-SME-13-C	Document
01.02.01.13.01.22.35	P1418-SME-14-C	Document
01.02.01.13.01.22.36	P1418-SME-15-C	Document
01.02.01.13.01.22.37	P1418-SME-16-D	Document
01.02.01.13.01.22.38	P1418-SME-17-C	Document
01.02.01.13.01.22.39	P1418-SME-18-C	Document
01.02.01.13.01.22.40	P1418-SME-2-F	Document
01.02.01.13.01.22.41	P1418-SME-3-H	Document
01.02.01.13.01.22.42	P1418-SME-4-F	Document



Number	Document	Type
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01.02.01.13.01.23.08	P1418-SM-16	Document
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01.02.01.13.01.23.10	P1418-SM-18	Document
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01.02.01.13.01.23.32	P1418-SM-8	Document
01.02.01.13.01.23.33	P1418-SM-9	Document
01.02.01.13.01.23.34	P1418-SMC-46	Document
01.02.01.13.01.23.35	P1418-SMC-47	Document
01.02.01.13.01.23.36	P1418-SMC-48	Document
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01.02.01.13.01.23.38	P1418-SMC-50	Document



Number	Document	Type
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01.02.01.13.01.23.41	P1418-SME-36	Document
01.02.01.13.01.23.42	P1418-SME-37	Document
01.02.01.13.01.23.43	P1418-SME-38	Document
01.02.01.13.01.23.44	P1418-SME-39	Document
01.02.01.13.01.23.45	P1418-SME-40	Document
01.02.01.13.01.23.46	P1418-SME-41	Document
01.02.01.13.01.23.47	P1418-SME-42	Document
01.02.01.13.01.24	WAE Drawings Structural Comm's	Folder
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01.02.01.13.01.24.04	734106-CSD-04	Document
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01.02.01.13.01.24.06	734106-CSD-06	Document
01.02.01.13.01.24.07	734106-CSD-07	Document
01.02.01.13.01.24.08	734106-CSD-08	Document
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01.02.01.13.01.24.11	734106-CSD-11	Document
01.02.01.13.01.24.12	734106-ST0	Document
01.02.01.13.01.24.13	734106-ST1	Document
01.02.01.13.01.24.14	734106-ST10	Document
01.02.01.13.01.24.15	734106-ST11	Document
01.02.01.13.01.24.16	734106-ST12	Document
01.02.01.13.01.24.17	734106-ST13	Document
01.02.01.13.01.24.18	734106-ST14	Document
01.02.01.13.01.24.19	734106-ST15	Document
01.02.01.13.01.24.20	734106-ST16	Document
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01.02.01.13.01.24.24	734106-ST2	Document
01.02.01.13.01.24.25	734106-ST20	Document
01.02.01.13.01.24.26	734106-ST21	Document
01.02.01.13.01.24.27	734106-ST22	Document
01.02.01.13.01.24.28	734106-ST23	Document
01.02.01.13.01.24.29	734106-ST24	Document
01.02.01.13.01.24.30	734106-ST25	Document
01.02.01.13.01.24.31	734106-ST26	Document
01.02.01.13.01.24.32	734106-ST27	Document



Number	Document	Type
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01.02.01.13.01.24.36	734106-ST5	Document
01.02.01.13.01.24.37	734106-ST6	Document
01.02.01.13.01.24.38	734106-ST7	Document
01.02.01.13.01.24.39	734106-ST8	Document
01.02.01.13.01.24.40	734106-ST9	Document
01.02.01.13.01.25	WAE Drawings Structural Comm's (Sepias)	Folder
01.02.01.13.01.25.01	734106-CSD-01	Document
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01.02.01.13.01.25.04	734106-CSD-04	Document
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01.02.01.13.01.25.07	734106-CSD-07	Document
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01.02.01.13.01.25.09	734106-CSD-09	Document
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01.02.01.13.01.25.15	734106-ST11	Document
01.02.01.13.01.25.16	734106-ST12	Document
01.02.01.13.01.25.17	734106-ST13	Document
01.02.01.13.01.25.18	734106-ST14	Document
01.02.01.13.01.25.19	734106-ST15	Document
01.02.01.13.01.25.20	734106-ST16	Document
01.02.01.13.01.25.21	734106-ST17	Document
01.02.01.13.01.25.22	734106-ST18	Document
01.02.01.13.01.25.23	734106-ST19	Document
01.02.01.13.01.25.24	734106-ST2	Document
01.02.01.13.01.25.25	734106-ST20	Document
01.02.01.13.01.25.26	734106-ST21	Document
01.02.01.13.01.25.27	734106-ST22	Document
01.02.01.13.01.25.28	734106-ST23	Document
01.02.01.13.01.25.29	734106-ST24	Document
01.02.01.13.01.25.30	734106-ST25	Document
01.02.01.13.01.25.31	734106-ST26	Document
01.02.01.13.01.25.32	734106-ST27	Document
01.02.01.13.01.25.33	734106-ST28	Document



Number	Document	Type
01.02.01.13.01.25.34	734106-ST3	Document
01.02.01.13.01.25.35	734106-ST4	Document
01.02.01.13.01.25.36	734106-ST5	Document
01.02.01.13.01.25.37	734106-ST6	Document
01.02.01.13.01.25.38	734106-ST7	Document
01.02.01.13.01.25.39	734106-ST8	Document
01.02.01.13.01.25.40	734106-ST9	Document
01.02.01.13.02	Annual fire statement	Folder
01.02.01.13.02.01	Annual fire statement.	Document
01.02.01.13.02.02	DOC020712-02072012110117	Document
01.02.01.13.02.03	Section 149 certificate	Document
01.02.01.13.03	City freeholds plans and documents	Folder
01.02.01.13.03.01	2014 Floor 3 refurbishment	Folder
01.02.01.13.03.01.01	200- TENANCY PARTITION PLAN- ISSUE A	Document
01.02.01.13.03.01.02	201- ENTRY DOOR ELEVATION- ISSUE A	Document
01.02.01.13.03.01.03	Drawings suite 3.3	Folder
01.02.01.13.03.01.03.01	200 PARTITION PLAN ISSUE A- SUITE 3.3	Document
01.02.01.13.03.01.03.02	300 FURNITURE PLAN ISSUE A- SUITE 3.3	Document
01.02.01.13.03.01.03.03	301 J01 & J02 JOINERY ISSUE A- SUITE 3.3	Document
01.02.01.13.03.01.03.04	302 J03 KITCHEN JOINERY ISSUE A- SUITE 3.3	Document
01.02.01.13.03.01.03.05	400 FINISHES PLAN ISSUE A- SUITE 3.3	Document
01.02.01.13.03.01.03.06	SUITE 3.3 FF&E SCHEDULE - ISSUE A	Document
01.02.01.13.03.01.03.07	SUITE 3.3 FINISHES SCHEDULE - ISSUE A	Document
01.02.01.13.03.01.03.08	SUITE 3.3 FURNITURE SCHEDULE - ISSUE A	Document
01.02.01.13.03.01.04	Drawings Suite 3.4	Folder
01.02.01.13.03.01.04.01	April 2014 Plans	Folder
01.02.01.13.03.01.04.01.01	Suite 3.4- Finishes Plan 400- Issue A	Document
01.02.01.13.03.01.04.01.02	Suite 3.4- Furniture Plan 300- Issue A	Document
01.02.01.13.03.01.04.01.03	Suite 3.4- Joinery J1 301- Issue A	Document
01.02.01.13.03.01.04.01.04	Suite 3.4- Joinery J2 302- Issue A	Document
01.02.01.13.03.01.04.01.05	Suite 3.4- Joinery J3 303- Issue A	Document
01.02.01.13.03.01.04.01.06	Suite 3.4- Joinery J4 304- Issue A	Document
01.02.01.13.03.01.04.01.07	Suite 3.4- Partition Plan 200- Issue A	Document
01.02.01.13.03.01.04.01.08	Suite 3.4_FF&E Schedule_ Issue A	Document
01.02.01.13.03.01.04.01.09	Suite 3.4_Finishes Schedule_ Issue A	Document
01.02.01.13.03.01.04.02	Superceeded	Folder
01.02.01.13.03.01.04.02.01	200 PARTITION PLAN ISSUE A- SUITE 3.4	Document
01.02.01.13.03.01.04.02.02	300 FURNITURE PLAN ISSUE A- SUITE 3.04	Document
01.02.01.13.03.01.04.02.03	301 J1 UTILITY JOINERY ISSUE A- SUITE 3.04	Document
01.02.01.13.03.01.04.02.04	302 J2 KITCHEN JOINERY ISSUE A- SUITE 3.04	Document
01.02.01.13.03.01.04.02.05	303 J3 KITCHEN JOINERY ISSUE A- SUITE 3.04	Document
01.02.01.13.03.01.04.02.06	400 FINISHES PLAN ISSUE A- SUITE 3.04	Document



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01.02.01.13.03.01.04.02.07	FF&E SCHEDULE ISSUE A- SUITE 3.04	Document
01.02.01.13.03.01.04.02.08	FINISHES SCHEDULE ISSUE A- SUITE 3.04	Document
01.02.01.13.03.01.04.02.09	FURNITURE SCHEDULE ISSUE A- SUITE 3.04	Document
01.02.01.13.03.01.05	Superceded	Folder
01.02.01.13.03.01.05.01	212015 S22 - L3 subdivision 130916	Document
01.02.01.13.03.02	2015 Floors 8	Folder
01.02.01.13.03.02.01	Floor 8	Folder
01.02.01.13.03.02.01.01	215008 Doc Reg 150218	Document
01.02.01.13.03.02.01.02	215008 S01(D) 150217	Document
01.02.01.13.03.02.01.03	215008 S02(E) 150217	Document
01.02.01.13.03.02.01.04	215008 S03(D) 150217	Document
01.02.01.13.03.03	Arup chiller and BMS upgrade 2015	Folder
01.02.01.13.03.03.01	Arup Letter	Folder
01.02.01.13.03.03.01.01	FW 55 Hunter Street - Letter for NSW Government	Document
01.02.01.13.03.03.02	Report_55 Hunter_Issue 1	Document
01.02.01.13.03.03.03	Ten Floor Condition Survey	Document
01.02.01.13.03.03.04	Tender documents	Folder
01.02.01.13.03.03.04.01	2014.08.29 SP-M-002 Mechanical Specification	Document
01.02.01.13.03.03.04.02	55 Hunter BMCS Specification Issue	Document
01.02.01.13.03.03.04.03	55 Hunter Street Lighting Specification Issue	Document
01.02.01.13.03.03.04.04	734106-E-010	Document
01.02.01.13.03.03.04.05	734106-E-03 Arup Tender Issue	Document
01.02.01.13.03.03.04.06	734106-E-09	Document
01.02.01.13.03.03.04.07	E-00	Document
01.02.01.13.03.03.04.08	E-01	Document
01.02.01.13.03.03.04.09	M-000 - Mechanical Services Legend and Drawing List	Document
01.02.01.13.03.03.04.10	M-100 - Mechanical Services Chilled, Condenser Water Schematic	Document
01.02.01.13.03.03.04.11	M-200 - Mechanical Services Stage 2 Replace chiller 2 Level 20 Works	Document
01.02.01.13.03.03.04.12	M-300 - Mechanical Services Stage 2 Replace chiller 2 Level 19 Works	Document
01.02.01.13.03.03.04.13	M-400 - Mechanical Services Stage 3 Replace chiller 1 Level 20 Works	Document
01.02.01.13.03.03.04.14	M-500 - Mechanical Services Stage 3 Replace chiller 1 Level 19 Works	Document
01.02.01.13.03.03.05	Tenders received	Folder
01.02.01.13.03.03.05.01	RE 55 Hunter Street - Tender	Document
01.02.01.13.03.03.06	Velocity as builts and Manuals	Folder
01.02.01.13.03.03.06.01	55 Hunter St - RFI 5505 - BMCS Functional Description & Wiring Dia	Document
01.02.01.13.03.03.06.02	Draft manuals	Folder
01.02.01.13.03.03.06.02.01	As Built	Folder
01.02.01.13.03.03.06.02.01.01	M01 55 Hunter St Rev_C Legend As Built	Document
01.02.01.13.03.03.06.02.01.02	M02 55 Hunter St Rev_C Level 20 As Built	Document
01.02.01.13.03.03.06.02.01.03	M03 55 Hunter St Rev C Level 19 As Built	Document
01.02.01.13.03.03.06.02.01.04	M04 55 Hunter St Rev_C Schematic As Built (1)	Document
01.02.01.13.03.03.06.02.02	BMCS Alerton O&M	Folder



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01.02.01.13.03.03.06.02.02.01	P1712 - O&M Manual Rev AB1 [As Built]	Document
01.02.01.13.03.03.06.02.03	Commission ITR	Folder
01.02.01.13.03.03.06.02.03.01	55 Hunter Pump Per ITR 10	Document
01.02.01.13.03.03.06.02.03.02	VSD ITR 15 55 Hunter St	Document
01.02.01.13.03.03.06.02.04	O&M Manual 55 Hunter Street Rev_A	Document
01.02.01.13.03.03.06.03	Equipment selection	Document
01.02.01.13.03.03.06.04	latest Plans	Folder
01.02.01.13.03.03.06.04.01	M02 55 Hunter St Rev_B_Colour L20	Document
01.02.01.13.03.03.06.04.02	M03 55 Hunter St Rev_B_Level 19	Document
01.02.01.13.03.03.06.04.03	M04 55 Hunter St Rev_B_Schematic	Document
01.02.01.13.03.03.06.05	Rev 1. Submit - 55 Hunter Equipment Submission	Document
01.02.01.13.03.04	Building report 2009	Folder
01.02.01.13.03.04.01	91526 - 55 Hunter St Sydney TDD 2009-12-02 Draft 1	Document
01.02.01.13.03.05	Foyer upgrade 2015	Folder
01.02.01.13.03.05.01	Batessmart Architectuals	Folder
01.02.01.13.03.05.01.01	A02.001[A]	Document
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01.02.01.13.03.05.01.03	A02.003[A]	Document
01.02.01.13.03.05.01.04	A03.001[B]	Document
01.02.01.13.03.05.01.05	A03.002[A]	Document
01.02.01.13.03.05.01.06	A06.001[A]	Document
01.02.01.13.03.05.01.07	A06.002[A]	Document
01.02.01.13.03.05.01.08	A07.001[A]	Document
01.02.01.13.03.05.01.09	A07.002[A]	Document
01.02.01.13.03.05.01.10	A07.003[A]	Document
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01.02.01.13.03.05.01.12	A11.101[A]	Document
01.02.01.13.03.05.01.13	A11.102[A]	Document
01.02.01.13.03.05.01.14	A11.103[A]	Document
01.02.01.13.03.05.01.15	A11.104[A]	Document
01.02.01.13.03.05.01.16	A11.105[A]	Document
01.02.01.13.03.05.01.17	A11.106[A]	Document
01.02.01.13.03.05.01.18	A11.107[A]	Document
01.02.01.13.03.05.01.19	A18.001[B]	Document
01.02.01.13.03.05.01.20	A18.002[B]	Document
01.02.01.13.03.05.01.21	A18.003[A]	Document
01.02.01.13.03.05.01.22	A18.004[A]	Document
01.02.01.13.03.05.01.23	A18.005[A]	Document
01.02.01.13.03.05.01.24	A23.001_55 HunterSt_Finishes Schedule[9]	Document
01.02.01.13.03.05.01.25	A23.002_55 HunterSt_FF&E Schedule [4]	Document
01.02.01.13.03.05.01.26	CAD PLANS	Folder
01.02.01.13.03.05.01.26.01	A02.001[A]	Document



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01.02.01.13.03.05.01.26.04	A03.001[A]	Document
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01.02.01.13.03.05.01.26.06	A06.001[A]	Document
01.02.01.13.03.05.01.26.07	A06.002[A]	Document
01.02.01.13.03.05.01.26.08	A07.001[A]	Document
01.02.01.13.03.05.01.26.09	A07.002[A]	Document
01.02.01.13.03.05.01.26.10	A07.003[A]	Document
01.02.01.13.03.05.01.26.11	A11.001[A]	Document
01.02.01.13.03.05.01.26.12	A11.101[A]	Document
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01.02.01.13.03.05.01.26.15	A11.104[A]	Document
01.02.01.13.03.05.01.26.16	A11.105[A]	Document
01.02.01.13.03.05.01.26.17	A11.106[A]	Document
01.02.01.13.03.05.01.26.18	A11.107[A]	Document
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01.02.01.13.03.05.01.26.21	A18.003[A]	Document
01.02.01.13.03.05.01.26.22	A18.004[A]	Document
01.02.01.13.03.05.01.26.23	A18.005[A]	Document
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01.02.01.13.03.05.02.01	55 Hunter St Sydney	Document
01.02.01.13.03.05.03	Foyer directory	Folder
01.02.01.13.03.05.03.01	55 inch Screen	Document
01.02.01.13.03.05.03.02	CityFreeholds_JDS_Quote_629_V3	Document
01.02.01.13.03.05.03.03	Samsung DBD Series	Document
01.02.01.13.03.05.03.04	Superceded	Folder
01.02.01.13.03.05.03.04.01	QUOTE FOR A DIGITAL DIRECTORY BOARD AT 55 HUNTER ST SYDNEY -	Document
01.02.01.13.03.05.04	Germax Shopdrawings	Folder
01.02.01.13.03.05.04.01	Latest Plans	Folder
01.02.01.13.03.05.04.01.01	55 Hunter street - Timber Screen	Document
01.02.01.13.03.05.04.01.02	Steel job (Rev. D)	Document
01.02.01.13.03.05.04.01.03	Timber screen 9230107_8_9_10 (Rev.E)	Document
01.02.01.13.03.05.04.02	Mirrors for columns 9230301_2_3_4_5 (Rev.A)	Document
01.02.01.13.03.05.04.03	Reception Desk 9230201_2_3 (Rev.B)	Document
01.02.01.13.03.05.04.04	Steel job Templates (Rev. A)	Document
01.02.01.13.03.05.04.05	Superceded	Folder
01.02.01.13.03.05.04.05.01	Steel job (Rev. B)	Document
01.02.01.13.03.05.04.05.02	Timber screen 9230101_2_3 (Rev A) BS Review	Document
01.02.01.13.03.05.04.05.03	Timber screen 9230104_5_6 (Rev. B)	Document



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01.02.01.13.03.05.04.05.04	Timber screen 9230107_8_9_10 (Rev.D)	Document
01.02.01.13.03.05.04.06	Timber screen 9230107_8_9_10 (Rev.F)	Document
01.02.01.13.03.05.05	Lighting design	Folder
01.02.01.13.03.05.05.01	Construction Plans	Folder
01.02.01.13.03.05.05.01.01	J2911- transmittal- 150624	Document
01.02.01.13.03.05.05.01.02	J2911-SL-1000-C1	Document
01.02.01.13.03.05.05.01.03	J2911-SL-1001-C1	Document
01.02.01.13.03.05.05.01.04	J2911-SL-1200-C1	Document
01.02.01.13.03.05.05.01.05	J2911-SL-1201-C1	Document
01.02.01.13.03.05.05.01.06	J2911-SL-1400-C1	Document
01.02.01.13.03.05.05.01.07	J2911-SL-1401-C1	Document
01.02.01.13.03.05.05.01.08	J2911-SL-1402-C1	Document
01.02.01.13.03.05.05.01.09	J2911-SL-1800-C1	Document
01.02.01.13.03.05.05.01.10	J2911-SL-1801-C1	Document
01.02.01.13.03.05.05.01.11	J2911-SL-2100-C2	Document
01.02.01.13.03.05.05.01.12	J2911-SL-3000-C1	Document
01.02.01.13.03.05.05.01.13	J2911-SL-3400-C1	Document
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01.02.01.13.03.05.05.01.14.01	J2911-SL-2100-C1	Document
01.02.01.13.03.05.05.02	DOC170715-17072015171106	Document
01.02.01.13.03.05.05.03	Feature light	Folder
01.02.01.13.03.05.05.03.01	20150624_PoV comments on Aglo shop drawings	Document
01.02.01.13.03.05.05.03.02	20150724_134825	Document
01.02.01.13.03.05.05.03.03	20150724_144602	Document
01.02.01.13.03.05.05.03.04	FW 55 Hunter Street Sydney - Feature Light Fitting	Document
01.02.01.13.03.05.05.03.05	Light Feature Fixing Detail	Document
01.02.01.13.03.05.05.03.06	MF11982 Hunter Street - Drawings 150625	Document
01.02.01.13.03.05.05.03.07	RE 55 Hunter Street Sydney - Feature Light Fitting	Document
01.02.01.13.03.05.05.03.08	Superlights Stylish High End Residential Lighting	Document
01.02.01.13.03.05.05.04	OFD-FLY	Document
01.02.01.13.03.05.05.05	Superceeded	Folder
01.02.01.13.03.05.05.05.01	J2911-SL-1000	Document
01.02.01.13.03.05.05.05.02	J2911-SL-1001	Document
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01.02.01.13.03.05.05.05.04	J2911-SL-1201	Document
01.02.01.13.03.05.05.05.05	J2911-SL-1400	Document
01.02.01.13.03.05.05.05.06	J2911-SL-1401	Document
01.02.01.13.03.05.05.05.07	J2911-SL-1801	Document
01.02.01.13.03.05.05.05.08	J2911-SL-2100-T1	Document
01.02.01.13.03.05.05.05.09	J2911-SL-3000-T1	Document
01.02.01.13.03.05.06	MPN Strucrural	Folder
01.02.01.13.03.05.06.01	Emails	Folder



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01.02.01.13.03.05.06.01.02	RE 55 Hunter Street Sydney - Feature Light Fitting	Document
01.02.01.13.03.05.06.02	MPN-S01[P2]	Document
01.02.01.13.03.05.06.03	ST-SK20150717 - Cantilever timber blade connections	Document
01.02.01.13.03.05.06.04	Supersceded	Folder
01.02.01.13.03.05.06.04.01	MPN-S01[P1]	Document
01.02.01.13.03.06	Ground Floor cafe	Folder
01.02.01.13.03.06.01	Existing plans	Folder
01.02.01.13.03.06.01.01	734106-GA-103	Document
01.02.01.13.03.06.01.02	734106-GA-203	Document
01.02.01.13.03.06.01.03	734106-ST6	Document
01.02.01.13.03.06.01.04	734106-ST7	Document
01.02.01.13.03.06.01.05	P1418-SM-4	Document
01.02.01.13.03.06.01.06	Structurals	Folder
01.02.01.13.03.06.01.06.01	734106-ST6	Document
01.02.01.13.03.06.01.06.02	734106-ST7	Document
01.02.01.13.03.06.02	Mechanical	Folder
01.02.01.13.03.06.02.01	Cafe 55 Hunter	Document
01.02.01.13.03.06.02.02	Kitchen exhaust option.	Document
01.02.01.13.03.06.02.03	SSA0ED0420010112416530	Document
01.02.01.13.03.06.03	Tenant Plans 2010	Folder
01.02.01.13.03.06.03.01	GGH-CD02 100910	Document
01.02.01.13.03.06.03.02	GGH-CD03 100910	Document
01.02.01.13.03.06.03.03	GGH-CD04 100909	Document
01.02.01.13.03.07	Hazardous materials	Folder
01.02.01.13.03.07.01	EMS13 1589 55 Hunter St Sydney HazMat Register 300413	Document
01.02.01.13.03.07.02	EMS13 1596 55 Hunter St Sydney HazMat Management Plan 020513	Document
01.02.01.13.03.08	Spec Savers 2015	Folder
01.02.01.13.03.08.01	Hunter ST NSW WD Issue H.1CS 25.8.15	Document
01.02.01.13.03.08.02	Lightbox graphics SPEC121-129-1 (2)	Document
01.02.01.13.03.08.03	Mechanical plans Arup	Folder
01.02.01.13.03.08.03.01	M-000 - Mechanical Services Legend and Drawing List	Document
01.02.01.13.03.08.03.02	M-100 - Mechanical Services Layout	Document
01.02.01.13.03.08.04	Owners consent520-5	Document
01.02.01.13.03.08.05	Specsavers Finishes Board_07.10.13 OZ	Document
01.02.01.13.03.09	Survey	Folder
01.02.01.13.03.09.01	DOC121110	Document
01.02.01.13.03.09.02	latest floor Survey 2011	Folder
01.02.01.13.03.09.02.01	D679-L11-001	Document
01.02.01.13.03.09.02.02	D679-L11-002	Document
01.02.01.13.03.09.02.03	D679-L13-001	Document
01.02.01.13.03.09.02.04	D679-L14-001	Document



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01.02.01.13.03.09.02.06	D679-L14-003	Document
01.02.01.13.03.09.02.07	D679-L15-001	Document
01.02.01.13.03.09.02.08	D679-L15-002	Document
01.02.01.13.03.09.02.09	D679-L15-003	Document
01.02.01.13.03.09.02.10	D679-L15-003	Document
01.02.01.13.03.09.02.11	D679-L16-001	Document
01.02.01.13.03.09.02.12	D679-L16-002	Document
01.02.01.13.03.09.02.13	D679-L16-002	Document
01.02.01.13.03.09.02.14	D679-L17-001	Document
01.02.01.13.03.09.02.15	D679-L5-001	Document
01.02.01.13.03.09.02.16	D679-L5-002	Document
01.02.01.13.03.09.02.17	D679-L5-002	Document
01.02.01.13.03.09.03	Survey - P W Rygate & West (Dated 30.6.92)	Document
01.02.01.13.03.09.04	Survey 2014	Folder
01.02.01.13.03.09.04.01	55 Hunter Detail	Document
01.02.01.13.03.09.04.02	55 Hunter Detail ISSUE A 14-09-10	Document
01.02.01.13.03.10	Tenancy Plans	Folder
01.02.01.13.03.10.01	2011- 2012 refurbishment	Folder
01.02.01.13.03.10.01.01	arup services plans	Folder
01.02.01.13.03.10.01.01.01	DWG files	Folder
01.02.01.13.03.10.01.01.01.01	2012.03.22 Dwg format	Folder
01.02.01.13.03.10.01.01.01.01.01	CS-00-000	Document
01.02.01.13.03.10.01.01.01.01.02	CS-00-000	Document
01.02.01.13.03.10.01.01.01.01.03	CS-02-000	Document
01.02.01.13.03.10.01.01.01.01.04	CS-02-000	Document
01.02.01.13.03.10.01.01.01.01.05	CS-02-001	Document
01.02.01.13.03.10.01.01.01.01.06	CS-02-001	Document
01.02.01.13.03.10.01.01.01.01.07	CS-05-001	Document
01.02.01.13.03.10.01.01.01.01.08	CS-05-001	Document
01.02.01.13.03.10.01.01.01.01.09	CS-13-001	Document
01.02.01.13.03.10.01.01.01.01.10	CS-13-001	Document
01.02.01.13.03.10.01.01.01.01.11	E-02-001	Document
01.02.01.13.03.10.01.01.01.01.12	E-02-001	Document
01.02.01.13.03.10.01.01.01.01.13	E-05-001	Document
01.02.01.13.03.10.01.01.01.01.14	E-05-001	Document
01.02.01.13.03.10.01.01.01.01.15	E-13-001	Document
01.02.01.13.03.10.01.01.01.01.16	E-13-001	Document
01.02.01.13.03.10.01.01.01.01.17	M-02-001	Document
01.02.01.13.03.10.01.01.01.01.18	M-02-001	Document
01.02.01.13.03.10.01.01.01.01.19	M-05-001	Document
01.02.01.13.03.10.01.01.01.01.20	M-05-001	Document



Number	Document	Type
01.02.01.13.03.10.01.01.01.21	M-13-001	Document
01.02.01.13.03.10.01.01.01.22	M-13-001	Document
01.02.01.13.03.10.01.01.01.02	CS-00-000	Document
01.02.01.13.03.10.01.01.01.03	CS-00-000	Document
01.02.01.13.03.10.01.01.01.04	CS-02-000	Document
01.02.01.13.03.10.01.01.01.05	CS-02-000	Document
01.02.01.13.03.10.01.01.01.06	CS-02-001	Document
01.02.01.13.03.10.01.01.01.07	CS-02-001	Document
01.02.01.13.03.10.01.01.01.08	CS-05-001	Document
01.02.01.13.03.10.01.01.01.09	CS-05-001	Document
01.02.01.13.03.10.01.01.01.10	CS-13-001	Document
01.02.01.13.03.10.01.01.01.11	CS-13-001	Document
01.02.01.13.03.10.01.01.01.12	E-02-001	Document
01.02.01.13.03.10.01.01.01.13	E-02-001	Document
01.02.01.13.03.10.01.01.01.14	E-05-001	Document
01.02.01.13.03.10.01.01.01.15	E-05-001	Document
01.02.01.13.03.10.01.01.01.16	E-13-001	Document
01.02.01.13.03.10.01.01.01.17	E-13-001	Document
01.02.01.13.03.10.01.01.01.18	M-02-001	Document
01.02.01.13.03.10.01.01.01.19	M-02-001	Document
01.02.01.13.03.10.01.01.01.20	M-05-001	Document
01.02.01.13.03.10.01.01.01.21	M-05-001	Document
01.02.01.13.03.10.01.01.01.22	M-13-001	Document
01.02.01.13.03.10.01.01.01.23	M-13-001	Document
01.02.01.13.03.10.01.01.02	Floor 13 -17 plans	Folder
01.02.01.13.03.10.01.01.02.01	2012-01-24 Grilles Schedule	Document
01.02.01.13.03.10.01.01.02.02	CS-02-000 [IN1]	Document
01.02.01.13.03.10.01.01.02.03	CS-13-001 [IN1]	Document
01.02.01.13.03.10.01.01.02.04	E-13-001 [IN1]	Document
01.02.01.13.03.10.01.01.02.05	M-13-001 [IN1]	Document
01.02.01.13.03.10.01.01.03	Floors 2 - 12 plans	Folder
01.02.01.13.03.10.01.01.03.01	CS-00-000 [P2]	Document
01.02.01.13.03.10.01.01.03.02	CS-05-001 Level 5 RCP [P4]	Document
01.02.01.13.03.10.01.01.03.03	E-05-001[P2]	Document
01.02.01.13.03.10.01.01.03.04	M-05-001[P2]	Document
01.02.01.13.03.10.01.01.04	Superceeded files	Folder
01.02.01.13.03.10.01.01.04.01	CS-05-001 [P2]	Document
01.02.01.13.03.10.01.02	Basement amenities plans	Folder
01.02.01.13.03.10.01.02.01	211069 A401 (P1) 111026	Document
01.02.01.13.03.10.01.02.02	211069 A402 (P1) 111026	Document
01.02.01.13.03.10.01.02.03	211069 document register 111026	Document
01.02.01.13.03.10.01.02.04	211069 Schedule 1 - Finishes (P1) 111026	Document



Number	Document	Type
01.02.01.13.03.10.01.02.05	211069 Schedule 2 - Fixtures & Fittings (P1) 111026	Document
01.02.01.13.03.10.01.03	Floor 15 tenancy plans	Folder
01.02.01.13.03.10.01.03.01	air con	Document
01.02.01.13.03.10.01.03.02	MFS Australia_Electrical Layout	Document
01.02.01.13.03.10.01.03.03	MFS SYDNEY-Detail Drawing	Document
01.02.01.13.03.10.01.04	Floor 2 Refurbishment plans	Folder
01.02.01.13.03.10.01.04.01	Costings	Folder
01.02.01.13.03.10.01.04.01.01	Hunter Street Quote Summary	Document
01.02.01.13.03.10.01.04.02	DS_L2, 55 Hunter St, Sydney- Light fittings	Document
01.02.01.13.03.10.01.04.03	Latest Plans	Folder
01.02.01.13.03.10.01.04.03.01	A01.001 - A1	Document
01.02.01.13.03.10.01.04.03.02	A01.002 - A1	Document
01.02.01.13.03.10.01.04.03.03	A01.003_5	Document
01.02.01.13.03.10.01.04.03.04	A01.004_4	Document
01.02.01.13.03.10.01.04.03.05	AC_002_5	Document
01.02.01.13.03.10.01.04.03.06	Materials and Products Schedule[4]	Document
01.02.01.13.03.10.01.04.04	superceeded plans	Folder
01.02.01.13.03.10.01.04.04.01	A01.001 - A1	Document
01.02.01.13.03.10.01.04.04.02	A01.001[1]	Document
01.02.01.13.03.10.01.04.04.03	A01.002 - A1	Document
01.02.01.13.03.10.01.04.04.04	A01.002[1]	Document
01.02.01.13.03.10.01.04.04.05	A01.003 - A1	Document
01.02.01.13.03.10.01.04.04.06	A01.003[1]	Document
01.02.01.13.03.10.01.04.04.07	A01.004 - A1	Document
01.02.01.13.03.10.01.04.04.08	AC_002_3	Document
01.02.01.13.03.10.01.04.04.09	Materials and Products Schedule[1]	Document
01.02.01.13.03.10.01.05	Floor 5 Photo,s	Folder
01.02.01.13.03.10.01.05.01	IMAG0194	Document
01.02.01.13.03.10.01.05.02	IMAG0195	Document
01.02.01.13.03.10.01.05.03	IMAG0196	Document
01.02.01.13.03.10.01.05.04	IMAG0197	Document
01.02.01.13.03.10.01.05.05	IMAG0199	Document
01.02.01.13.03.10.01.05.06	IMAG0200	Document
01.02.01.13.03.10.01.05.07	IMAG0201	Document
01.02.01.13.03.10.01.05.08	IMAG0202	Document
01.02.01.13.03.10.01.06	Floor 5 Tenancy 5.1	Folder
01.02.01.13.03.10.01.06.01	214101 A10 140704	Document
01.02.01.13.03.10.01.06.02	214101 A20 (P2) 140708	Document
01.02.01.13.03.10.01.06.03	214101 A30 (P2) 140708	Document
01.02.01.13.03.10.01.06.04	214101 documentregister 140708	Document
01.02.01.13.03.10.01.07	Floor 5 tenancy Plans	Folder
01.02.01.13.03.10.01.07.01	East Tenancy	Folder



Number	Document	Type
01.02.01.13.03.10.01.07.01.01	STW Group Scope of Works	Document
01.02.01.13.03.10.01.07.01.02	STW Group Time Schedule 20-04-2012	Document
01.02.01.13.03.10.01.07.01.03	STW GROUP_A003_INTERNTENANCY WALL PLAN	Document
01.02.01.13.03.10.01.07.01.04	STW GROUP_A004_PROPOSED FLOOR PLAN	Document
01.02.01.13.03.10.01.07.01.05	STW GROUP_A005_PROPOSED FLOOR PLAN WITH KEYS	Document
01.02.01.13.03.10.01.07.01.06	STW GROUP_A006_FLOORING PLAN	Document
01.02.01.13.03.10.01.07.01.07	STW GROUP_A008_PROPOSED ELEC & DATA	Document
01.02.01.13.03.10.01.07.01.08	STW GROUP_A011_PROPOSED JOINERY DETAILS	Document
01.02.01.13.03.10.01.07.01.09	STW GROUP_A012_PROPOSED JOINERY DETAILS	Document
01.02.01.13.03.10.01.07.01.10	STW GROUP_A013_PROPOSED KITCHEN DETAILS	Document
01.02.01.13.03.10.01.07.02	West Tenancy	Folder
01.02.01.13.03.10.01.07.02.01	213108 504 130614	Document
01.02.01.13.03.10.01.08	Germax Shopdrawings	Folder
01.02.01.13.03.10.01.08.01	55 Hunter Lift shop drawings 120312	Document
01.02.01.13.03.10.01.09	Graypuksand Doc	Folder
01.02.01.13.03.10.01.09.01	As built Floor Plans	Folder
01.02.01.13.03.10.01.09.01.01	As built Plans Floor 5	Folder
01.02.01.13.03.10.01.09.01.01.01	211043 X101 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.02	211043 X103 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.03	211043 X104 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.04	211043 X110 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.05	211043 X202 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.06	211043 -X111 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.07	211043 doc reg 120130	Document
01.02.01.13.03.10.01.09.01.01.08	211043 X102 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.09	211043 X201 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.10	211043 X202 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.11	211043 X301 (A) 120130	Document
01.02.01.13.03.10.01.09.01.01.12	211043 X401 (A) 120130	Document
01.02.01.13.03.10.01.09.01.02	DWG Files	Folder
01.02.01.13.03.10.01.09.01.02.01	211043 BP101-BP201 120206	Document
01.02.01.13.03.10.01.09.01.02.02	212015 BP115-BP215 120217	Document
01.02.01.13.03.10.01.09.01.03	Floor 11	Folder
01.02.01.13.03.10.01.09.01.03.01	212015 BP111 120217	Document
01.02.01.13.03.10.01.09.01.03.02	212015 BP111-BP211 120217	Document
01.02.01.13.03.10.01.09.01.04	Floor 13	Folder
01.02.01.13.03.10.01.09.01.04.01	212015 BP113 120306	Document
01.02.01.13.03.10.01.09.01.04.02	212015 BP113-BP213 120306	Document
01.02.01.13.03.10.01.09.01.04.03	212015 BP213 120306	Document
01.02.01.13.03.10.01.09.01.04.04	212015 Document Register 120306	Document
01.02.01.13.03.10.01.09.01.04.05	edatatermsandconditions	Document
01.02.01.13.03.10.01.09.01.05	Floor 14	Folder



Number	Document	Type
01.02.01.13.03.10.01.09.01.05.01	212015 BP114 120306	Document
01.02.01.13.03.10.01.09.01.05.02	212015 BP114-BP214 120306	Document
01.02.01.13.03.10.01.09.01.05.03	212015 BP214 120306	Document
01.02.01.13.03.10.01.09.01.06	Floor 15	Folder
01.02.01.13.03.10.01.09.01.06.01	212015 BP115 120217	Document
01.02.01.13.03.10.01.09.01.06.02	212015 BP115-BP215 120217	Document
01.02.01.13.03.10.01.09.01.06.03	212015 BP215 120217	Document
01.02.01.13.03.10.01.09.01.07	floor 3	Folder
01.02.01.13.03.10.01.09.01.07.01	212015 BP103 120217	Document
01.02.01.13.03.10.01.09.01.07.02	212015 BP103-BP203 120217	Document
01.02.01.13.03.10.01.09.01.08	Floor 5	Folder
01.02.01.13.03.10.01.09.01.08.01	212015 BP105 120301	Document
01.02.01.13.03.10.01.09.01.08.02	212015 BP105-BP205 120301	Document
01.02.01.13.03.10.01.09.01.08.03	212015 BP205 120301	Document
01.02.01.13.03.10.01.09.01.08.04	212015 Document Register 120301	Document
01.02.01.13.03.10.01.09.01.08.05	edatatermsandconditions	Document
01.02.01.13.03.10.01.09.01.09	Floors 2 to 12	Folder
01.02.01.13.03.10.01.09.01.09.01	211043 BP101 (P1) 120206	Document
01.02.01.13.03.10.01.09.01.09.02	211043 BP201 (P1) 120206	Document
01.02.01.13.03.10.01.09.01.09.03	211043 document register 120206	Document
01.02.01.13.03.10.01.09.01.09.04	edatatermsandconditions	Document
01.02.01.13.03.10.01.09.01.09.05	Floor 2 partition plan.	Document
01.02.01.13.03.10.01.09.02	Documents February 2012	Folder
01.02.01.13.03.10.01.09.02.01	211043 A001 (A) 120203	Document
01.02.01.13.03.10.01.09.02.02	211043 A002 (A) 120203	Document
01.02.01.13.03.10.01.09.02.03	211043 A011 (A) 120203	Document
01.02.01.13.03.10.01.09.02.04	211043 A012 (A) 120203	Document
01.02.01.13.03.10.01.09.02.05	211043 A013 (A) 120203	Document
01.02.01.13.03.10.01.09.02.06	211043 A021 (A) 120203	Document
01.02.01.13.03.10.01.09.02.07	211043 A010 (A) 120203	Document
01.02.01.13.03.10.01.09.02.08	211043 A020 (A) 120203	Document
01.02.01.13.03.10.01.09.02.09	211043 A030 (A) 120203	Document
01.02.01.13.03.10.01.09.02.10	211043 document register 120203	Document
01.02.01.13.03.10.01.09.02.11	211043 Schedule 1 - Finishes (A) 120203	Document
01.02.01.13.03.10.01.09.03	DWG Files	Folder
01.02.01.13.03.10.01.09.03.01	Latest Set	Folder
01.02.01.13.03.10.01.09.03.01.01	211043 A101-A111	Document
01.02.01.13.03.10.01.09.03.01.02	211043 document register 110728	Document
01.02.01.13.03.10.01.09.03.01.03	edatatermsandconditions	Document
01.02.01.13.03.10.01.09.03.02	Superceded	Folder
01.02.01.13.03.10.01.09.03.02.01	211043 A101-A111	Document
01.02.01.13.03.10.01.09.04	Floor 11 fitout Plans	Folder



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01.02.01.13.03.10.01.09.04.01	DWG furniture plan	Folder
01.02.01.13.03.10.01.09.04.01.01	211145 A10	Document
01.02.01.13.03.10.01.09.04.01.02	211145 A10	Document
01.02.01.13.03.10.01.09.04.01.03	211145 A10 - 130305	Document
01.02.01.13.03.10.01.09.04.01.04	55 Hunter Xref Basebuilding - Level 11	Document
01.02.01.13.03.10.01.09.04.01.05	PlotCfgs	Folder
01.02.01.13.03.10.01.09.04.01.05.01	GP_A1	Document
01.02.01.13.03.10.01.09.04.01.06	xr 211145 Legends	Document
01.02.01.13.03.10.01.09.04.02	Latest documents July 30 2012	Folder
01.02.01.13.03.10.01.09.04.02.01	211145 A10 (1) 120730	Document
01.02.01.13.03.10.01.09.04.02.02	211145 A11 (B) 120606	Document
01.02.01.13.03.10.01.09.04.02.03	211145 A12 (A) 120507	Document
01.02.01.13.03.10.01.09.04.02.04	211145 A13 (B) 120606	Document
01.02.01.13.03.10.01.09.04.02.05	211145 A20 (1) 120730	Document
01.02.01.13.03.10.01.09.04.02.06	211145 A30 (A) 120507	Document
01.02.01.13.03.10.01.09.04.02.07	211145 A31 (A) 120507	Document
01.02.01.13.03.10.01.09.04.02.08	211145 A32 (A) 120507	Document
01.02.01.13.03.10.01.09.04.02.09	211145 A33 (1) 120730	Document
01.02.01.13.03.10.01.09.04.02.10	211145 A40 (A) 120507	Document
01.02.01.13.03.10.01.09.04.02.11	211145 A41 (A) 120507	Document
01.02.01.13.03.10.01.09.04.02.12	211145 A42 120730b	Document
01.02.01.13.03.10.01.09.04.02.13	211145 A43 (A) 120507	Document
01.02.01.13.03.10.01.09.04.02.14	211145 doc reg 120507	Document
01.02.01.13.03.10.01.09.04.02.15	211145 doc reg 120606	Document
01.02.01.13.03.10.01.09.04.02.16	211145 Sch 1 - Fin	Document
01.02.01.13.03.10.01.09.04.02.17	211145 Sch 2 - F&F	Document
01.02.01.13.03.10.01.09.04.02.18	211145 Sch 3 - Door	Document
01.02.01.13.03.10.01.09.04.02.19	211145 Sch 4 - Furn	Document
01.02.01.13.03.10.01.09.04.02.20	SS	Folder
01.02.01.13.03.10.01.09.04.02.20.01	211145 A10 120507	Document
01.02.01.13.03.10.01.09.04.02.20.02	211145 A11 120507	Document
01.02.01.13.03.10.01.09.04.02.20.03	211145 A13 120507	Document
01.02.01.13.03.10.01.09.04.02.20.04	211145 A20 120507	Document
01.02.01.13.03.10.01.09.04.02.20.05	211145 A33 120507	Document
01.02.01.13.03.10.01.09.04.02.20.06	211145 A42 120507	Document
01.02.01.13.03.10.01.09.04.02.20.07	211145 Sch 1 - Fin	Document
01.02.01.13.03.10.01.09.04.03	Services	Folder
01.02.01.13.03.10.01.09.04.03.01	7414_E01-FI Plan + Leg Layout (3)	Document
01.02.01.13.03.10.01.09.04.03.02	SKMBT_C35212033017060	Document
01.02.01.13.03.10.01.09.04.03.03	SKMBT_C35212040317000	Document
01.02.01.13.03.10.01.09.04.03.04	SKMBT_C35212041010440	Document
01.02.01.13.03.10.01.09.04.03.05	Superceeded	Folder



Number	Document	Type
01.02.01.13.03.10.01.09.04.03.05.01	7414_E01-FI Plan + Leg (2)	Document
01.02.01.13.03.10.01.09.04.03.05.02	ESK1	Document
01.02.01.13.03.10.01.09.04.04	Superceded	Folder
01.02.01.13.03.10.01.09.04.04.01	211145 A10 (P3) 120402a	Document
01.02.01.13.03.10.01.09.04.04.02	211145 A11 (P3) 120402	Document
01.02.01.13.03.10.01.09.04.04.03	211145 A12 (P3) 120402	Document
01.02.01.13.03.10.01.09.04.04.04	211145 A13 (P3) 120402	Document
01.02.01.13.03.10.01.09.04.04.05	211145 A20 (P2) 120402	Document
01.02.01.13.03.10.01.09.04.04.06	211145 A30 (P1) 120402	Document
01.02.01.13.03.10.01.09.04.04.07	211145 A31 (P1) 120402	Document
01.02.01.13.03.10.01.09.04.04.08	211145 A32 (P1) 120402	Document
01.02.01.13.03.10.01.09.04.04.09	211145 A33 (P1) 120402	Document
01.02.01.13.03.10.01.09.04.04.10	211145 A40 (P2) 120402	Document
01.02.01.13.03.10.01.09.04.04.11	211145 A41 (P1) 120330	Document
01.02.01.13.03.10.01.09.04.04.12	211145 A42 (P2) 120402	Document
01.02.01.13.03.10.01.09.04.04.13	211145 A43 (P2) 120402	Document
01.02.01.13.03.10.01.09.04.04.14	211145 Document Register 120430	Document
01.02.01.13.03.10.01.09.04.04.15	DWG files	Folder
01.02.01.13.03.10.01.09.04.04.15.01	211145 Level 11 120301	Document
01.02.01.13.03.10.01.09.04.04.16	Sch	Folder
01.02.01.13.03.10.01.09.04.04.16.01	211145 Sch 1 - Fin (P2) 120321	Document
01.02.01.13.03.10.01.09.04.04.16.02	211145 Sch 1 - Fin (P3) 120403	Document
01.02.01.13.03.10.01.09.04.04.16.03	211145 Sch 2 - F & F(P2) 120330	Document
01.02.01.13.03.10.01.09.04.04.16.04	211145 Sch 4 - Fur (P2) 120330	Document
01.02.01.13.03.10.01.09.04.04.16.05	211145 Sch 4 - Fur (P3) 120430	Document
01.02.01.13.03.10.01.09.04.04.17	Superceded	Folder
01.02.01.13.03.10.01.09.04.04.17.01	211145 A13 (P1) 120301	Document
01.02.01.13.03.10.01.09.04.04.17.02	211145 Doc Reg 120301	Document
01.02.01.13.03.10.01.09.04.04.17.03	211145 S05 120207	Document
01.02.01.13.03.10.01.09.04.05	Superceded Design layout schemes	Folder
01.02.01.13.03.10.01.09.04.05.01	211145 Dwg Reg 1	Document
01.02.01.13.03.10.01.09.04.05.02	211145 Dwg Reg 2	Document
01.02.01.13.03.10.01.09.04.05.03	211145 S01 120201	Document
01.02.01.13.03.10.01.09.04.05.04	211145 S02 120201	Document
01.02.01.13.03.10.01.09.04.05.05	211145 S03 120201	Document
01.02.01.13.03.10.01.09.04.05.06	211145 S04 120202	Document
01.02.01.13.03.10.01.09.05	Floor 15 subdivision	Folder
01.02.01.13.03.10.01.09.05.01	212015 S010 - L15 subdivision 120321	Document
01.02.01.13.03.10.01.09.05.02	Superceded	Folder
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01.02.01.13.03.10.01.09.06	Floor 2 subdivision	Folder
01.02.01.13.03.10.01.09.06.01	212042 S02 120703	Document



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01.02.01.13.03.10.01.09.07	Floor 3 subdivision	Folder
01.02.01.13.03.10.01.09.07.01	212015 S22 - L3 subdivision 130916	Document
01.02.01.13.03.10.01.09.08	Floor 5 subdivision	Folder
01.02.01.13.03.10.01.09.08.01	212015 S08 (B) - L5 subdivision 120308	Document
01.02.01.13.03.10.01.09.09	Floor 5.1 tenancy	Folder
01.02.01.13.03.10.01.09.09.01	214101 A10 140704	Document
01.02.01.13.03.10.01.09.09.02	214101 A20 (P2) 140708	Document
01.02.01.13.03.10.01.09.09.03	214101 A30 (P2) 140708	Document
01.02.01.13.03.10.01.09.09.04	214101 documentregister 140708	Document
01.02.01.13.03.10.01.09.10	Latest liftfront specs	Folder
01.02.01.13.03.10.01.09.10.01	FW 211043_Level 2-4-6-17 Tender Doc- ISSUE A	Document
01.02.01.13.03.10.01.09.11	Latest plans Dec 2011	Folder
01.02.01.13.03.10.01.09.11.01	211043 A101 (A) 110727	Document
01.02.01.13.03.10.01.09.11.02	211043 A102 (A) 110727	Document
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01.02.01.13.03.10.01.09.11.04	211043 A104 (C) 111124	Document
01.02.01.13.03.10.01.09.11.05	211043 A110 (A) 110727	Document
01.02.01.13.03.10.01.09.11.06	211043 A111 (B) 110824	Document
01.02.01.13.03.10.01.09.11.07	211043 A113 (P3) 111124	Document
01.02.01.13.03.10.01.09.11.08	211043 A114 (P3) 111124	Document
01.02.01.13.03.10.01.09.11.09	211043 A201 (B) 110803	Document
01.02.01.13.03.10.01.09.11.10	211043 A301 (A) 110727	Document
01.02.01.13.03.10.01.09.11.11	211043 document register 110727	Document
01.02.01.13.03.10.01.09.11.12	211043 Schedule 1 - Finishes 110727	Document
01.02.01.13.03.10.01.09.11.13	211043 Schedule 2 - Fixtures & Fittings 110727	Document
01.02.01.13.03.10.01.09.11.14	CAD Plans	Folder
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01.02.01.13.03.10.01.09.11.14.04	211043 A113	Document
01.02.01.13.03.10.01.09.11.14.05	211043 A113	Document
01.02.01.13.03.10.01.09.11.14.06	211043 A113	Document
01.02.01.13.03.10.01.09.11.14.07	211043 Xref Basebuilding	Document
01.02.01.13.03.10.01.09.11.14.08	211043 Xref Basebuilding L13-L16	Document
01.02.01.13.03.10.01.09.11.14.09	211043 Xref Legends	Document
01.02.01.13.03.10.01.09.11.15	Portfolio1	Document
01.02.01.13.03.10.01.09.12	Shopfront details	Folder
01.02.01.13.03.10.01.09.12.01	212015 S13 120614	Document
01.02.01.13.03.10.01.09.12.02	212015 S14 120614	Document
01.02.01.13.03.10.01.09.13	Showers Floor 5	Folder
01.02.01.13.03.10.01.09.13.01	211043 A401 (A) 110809	Document
01.02.01.13.03.10.01.09.13.02	211043 document register 110809	Document



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01.02.01.13.03.10.01.09.13.03	211043 Schedule 1 - Finishes (B)	Document
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01.02.01.13.03.10.01.09.14	Superceded plans	Folder
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01.02.01.13.03.10.01.09.14.04	211043 A104 (P1) 110630	Document
01.02.01.13.03.10.01.09.14.05	211043 A104 (P2) 110705	Document
01.02.01.13.03.10.01.09.14.06	211043 A110 (P1) 110630	Document
01.02.01.13.03.10.01.09.14.07	211043 A111 (A) 110727	Document
01.02.01.13.03.10.01.09.14.08	211043 A111 (P1) 110630	Document
01.02.01.13.03.10.01.09.14.09	211043 A201 (A) 110727	Document
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01.02.01.13.03.10.01.09.14.11	211043 A301 (P1) 110630	Document
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01.02.01.13.03.10.01.09.14.13	211043 document register 110705	Document
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01.02.01.13.03.10.01.10.01	aclt	Document
01.02.01.13.03.10.01.10.02	acltstk	Document
01.02.01.13.03.10.01.10.03	D679-L5-002	Document
01.02.01.13.03.10.01.10.04	D679-L5-002	Document
01.02.01.13.03.10.01.10.05	D679-L5-002_recover	Document
01.02.01.13.03.10.01.10.06	D679-L5-002_recover_recover	Document
01.02.01.13.03.10.01.11	Signage plans	Folder
01.02.01.13.03.10.01.11.01	211043 A110 (B) 111014	Document
01.02.01.13.03.10.01.11.02	211043 A201 (C) 111014	Document
01.02.01.13.03.10.01.11.03	211043 A202 (A) 111014	Document
01.02.01.13.03.10.01.11.04	211043 document register 111014	Document
01.02.01.13.03.10.01.11.05	Tennant signage	Folder
01.02.01.13.03.10.01.11.05.01	211043 A302 (P1) 111026	Document
01.02.01.13.03.10.01.11.05.02	211043 G01 111021	Document
01.02.01.13.03.10.01.11.05.03	211043 G02 111021	Document
01.02.01.13.03.10.02	Arup typ tenant services plans	Folder
01.02.01.13.03.10.02.01	DWG files	Folder
01.02.01.13.03.10.02.01.01	2012.03.22 Dwg format	Folder
01.02.01.13.03.10.02.01.01.01	CS-00-000	Document
01.02.01.13.03.10.02.01.01.02	CS-00-000	Document



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01.02.01.13.03.10.02.01.01.04	CS-02-000	Document
01.02.01.13.03.10.02.01.01.05	CS-02-001	Document
01.02.01.13.03.10.02.01.01.06	CS-02-001	Document
01.02.01.13.03.10.02.01.01.07	CS-05-001	Document
01.02.01.13.03.10.02.01.01.08	CS-05-001	Document
01.02.01.13.03.10.02.01.01.09	CS-13-001	Document
01.02.01.13.03.10.02.01.01.10	CS-13-001	Document
01.02.01.13.03.10.02.01.01.11	E-02-001	Document
01.02.01.13.03.10.02.01.01.12	E-02-001	Document
01.02.01.13.03.10.02.01.01.13	E-05-001	Document
01.02.01.13.03.10.02.01.01.14	E-05-001	Document
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01.02.01.13.03.10.02.01.01.16	E-13-001	Document
01.02.01.13.03.10.02.01.01.17	M-02-001	Document
01.02.01.13.03.10.02.01.01.18	M-02-001	Document
01.02.01.13.03.10.02.01.01.19	M-05-001	Document
01.02.01.13.03.10.02.01.01.20	M-05-001	Document
01.02.01.13.03.10.02.01.01.21	M-13-001	Document
01.02.01.13.03.10.02.01.01.22	M-13-001	Document
01.02.01.13.03.10.02.01.02	CS-00-000	Document
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01.02.01.13.03.10.02.01.08	CS-05-001	Document
01.02.01.13.03.10.02.01.09	CS-05-001	Document
01.02.01.13.03.10.02.01.10	CS-13-001	Document
01.02.01.13.03.10.02.01.11	CS-13-001	Document
01.02.01.13.03.10.02.01.12	E-02-001	Document
01.02.01.13.03.10.02.01.13	E-02-001	Document
01.02.01.13.03.10.02.01.14	E-05-001	Document
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01.02.01.13.03.10.02.01.17	E-13-001	Document
01.02.01.13.03.10.02.01.18	M-02-001	Document
01.02.01.13.03.10.02.01.19	M-02-001	Document
01.02.01.13.03.10.02.01.20	M-05-001	Document
01.02.01.13.03.10.02.01.21	M-05-001	Document
01.02.01.13.03.10.02.01.22	M-13-001	Document
01.02.01.13.03.10.02.01.23	M-13-001	Document



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01.02.01.13.03.10.02.02	Floor 13 -17 plans	Folder
01.02.01.13.03.10.02.02.01	2012-01-24 Grilles Schedule	Document
01.02.01.13.03.10.02.02.02	CS-02-000 [IN1]	Document
01.02.01.13.03.10.02.02.03	CS-13-001 [IN1]	Document
01.02.01.13.03.10.02.02.04	E-13-001 [IN1]	Document
01.02.01.13.03.10.02.02.05	M-13-001 [IN1]	Document
01.02.01.13.03.10.02.03	Floors 2 - 12 plans	Folder
01.02.01.13.03.10.02.03.01	CS-00-000 [P2]	Document
01.02.01.13.03.10.02.03.02	CS-05-001 Level 5 RCP [P4]	Document
01.02.01.13.03.10.02.03.03	E-05-001[P2]	Document
01.02.01.13.03.10.02.03.04	M-05-001[P2]	Document
01.02.01.13.04	Floor plans	Folder
01.02.01.13.04.01	Building Plans A3	Document
01.02.01.13.04.02	Floor plan	Document
01.02.01.13.05	Scanned old fire & hydraulics	Folder
01.02.01.13.05.01	Original Fire services Plan	Folder
01.02.01.13.05.01.01	Carpark L1 & L2	Document
01.02.01.13.05.01.02	Early basement Plans	Document
01.02.01.13.05.01.03	Fire Indicator 1	Document
01.02.01.13.05.01.04	Fire indicator Panel	Document
01.02.01.13.05.01.05	Ground and L1 PLAN	Document
01.02.01.13.05.01.06	Level 17 to 20 plan	Document
01.02.01.13.05.01.07	Panel Plan	Document
01.02.01.13.05.01.08	Scematic diagram	Document
01.02.01.13.05.02	Original Hydraulics Plans	Folder
01.02.01.13.05.02.01	HS 10A level 19	Document
01.02.01.13.05.02.02	HS 11B Level 20 & Roof	Document
01.02.01.13.05.02.03	HS 12 C typical floor amenities	Document
01.02.01.13.05.02.04	HS 13A Water tank	Document
01.02.01.13.05.02.05	HS 14B Flusherette tank	Document
01.02.01.13.05.02.06	HS 15B Water Tank	Document
01.02.01.13.05.02.07	HS 16 B Amenities details	Document
01.02.01.13.05.02.08	HS 1C Carpark 2 Drainage.	Document
01.02.01.13.05.02.09	HS 2C Carpark 2	Document
01.02.01.13.05.02.10	HS 3C Carpark 1 plan	Document
01.02.01.13.05.02.11	HS 4B Ground Floor	Document
01.02.01.13.05.02.12	HS 5D Floor 1	Document
01.02.01.13.05.02.13	HS 6C Floors 2 to 16	Document
01.02.01.13.05.02.14	HS 7A Level 16	Document
01.02.01.13.05.02.15	HS 8c Level 17	Document
01.02.01.13.06	Hazmat Audits	Folder
01.02.01.13.06.01	55 Hunter St Sydney_Hazardous Materials Management Plan_EMS_9 May 2013	Document



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01.02.01.13.06.02	55 Hunter St Sydney_Hazardous Materials Survey report and Register_EMS_9 May 2013	Document
01.02.01.13.07	Building Plans	Folder
01.02.01.13.07.01	1989_1232-01	Document
01.02.01.13.07.02	1989_1232-02	Document
01.02.01.13.07.03	1989_1232-03	Document
01.02.01.13.07.04	1989_1232-04	Document
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01.02.01.13.07.06	1989_1232-06	Document
01.02.01.13.07.07	1989_1232-07	Document
01.02.01.13.07.08	1989_1232-08	Document
01.02.01.13.07.09	1989_1232-09	Document
01.02.01.13.07.10	1989_1232-10	Document
01.02.01.13.07.11	1989_1232-11	Document
01.02.01.13.08	Hazardous Materials & Asbestos Register	Folder
01.02.01.13.08.01	55 Hunter St - Hazmat Predemo Survey Report	Document
01.02.01.13.08.02	55 Hunter St - Hazmat Predemo Survey Report Rev 2	Document
01.02.01.13.09	Mural Information	Folder
01.02.01.13.09.01	6247-GA-103	Document
01.02.01.13.09.02	6247-GA-104	Document
01.02.01.13.09.03	734106_GA_103	Document
01.02.01.13.09.04	734106_GD_403	Document
01.02.01.13.09.05	734106-GA-004	Document
01.02.01.13.09.06	A02.003[A]	Document
01.02.01.13.09.07	IGA_12_8_2016_8_46_2_445	Document
01.02.01.13.09.08	Steel job (Rev. D)	Document
01.02.01.13.09.09	6e357fc0-d092-11e4-ac3a-5de78177ec19	Document
01.02.01.14	569 & 575-589 Pacific Highway, Chatswood	Folder
01.02.01.14.01	569 Pacific Highway, Chatswood	Folder
01.02.01.14.01.01	Building Plans	Folder
01.02.01.14.01.01.01	Certificate of Title Lot 1 in DP 204133	Document
01.02.01.14.01.01.02	Deposited Plan 204133	Document
01.02.01.14.01.01.03	Floor Plans_569 Pacific Highway Chatswood	Document
01.02.01.14.01.01.04	s66W certificate for 569 Pacific Highway	Document
01.02.01.14.01.02	Hazardous Materials & Asbestos Register	Folder
01.02.01.14.01.02.01	569 Pacific Hwy - Hazmat Predemolition Survey Report	Document
01.02.01.14.01.02.02	569 Pacific Hwy - Hazmat Predemolition Survey Report Rev3	Document
01.02.01.14.02	575-589 Pacific Highway, Chatswood	Folder
01.02.01.14.02.01	2. Stacking Plan - 589 Pacific Highway Chatswood	Document
01.02.01.14.02.02	Annual Fire Safety Statement (AFSS) - 575 Pacific Highway	Document
01.02.01.14.02.03	Deposited Plan 216408	Document
01.02.01.14.02.04	Deposited Plan 508715	Document
01.02.01.14.02.05	Deposited Plan 58646	Document



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01.02.01.14.02.06	Title search - 1 216408	Document
01.02.01.14.02.07	Title search - 1 508715	Document
01.02.01.14.02.08	Title search - 3 58646	Document
01.02.01.14.02.09	Workplace Inspection Checklist - Nick Scali Ltd	Document
01.02.01.14.02.10	Hazardous Materials & Asbestos Register	Folder
01.02.01.14.02.10.01	573-589 Pacific Hwy - Hazmat Predemolition Survey Report	Document
01.02.01.14.02.10.02	573-589 Pacific Hwy - Hazmat Predemolition Survey Report Rev 2	Document
01.02.01.15	8-12 Castlereagh Street, Sydney	Folder
01.02.01.15.01	51557-001 8-12 Castlereagh Street Sydney Hazmat	Document
01.02.01.15.02	Building Plans	Folder
01.02.01.15.02.01	D-2012-366	Folder
01.02.01.15.02.01.01	Plan - STAMPED PLANS - D2012366 - 1742012	Document
01.02.01.15.02.02	P-2011-1819	Folder
01.02.01.15.02.02.01	Plan - McKenzie Group Consulting - Compl~rtificate No 114589-2 - \$943950 - Level 7 8 9 & 10 12 Castlereagh Street Sydney	Document
01.02.01.15.03	Hazardous Materials & Asbestos Register	Folder
01.02.01.15.03.01	12 Castlereagh St - Hazmat Predemolition Survey Report	Document
01.02.01.15.03.02	12 Castlereagh St - Hazmat Predemolition Survey Report Rev3	Document
01.02.01.15.04	B1998-00356	Document
01.02.01.15.05	D1998-00184	Document
01.02.01.15.06	D2000-00203	Document
01.02.01.16	170 Cope St WT	Folder
01.02.01.16.01	V-98-05300	Folder
01.02.01.16.01.01	Plan	Document
01.02.01.17	252 Pitt St SYD	Folder
01.02.01.17.01	D-2011-1813	Folder
01.02.01.17.01.01	PLAN - STAMPED PLANS - D20111813 - 141111	Document
01.02.01.17.02	D-2011-1813A	Folder
01.02.01.17.02.01	PLAN - STAMPED PLANS - D20111813A - 2332012	Document
01.02.01.17.03	P-2012-85	Folder
01.02.01.17.03.01	Incoming Correspondence - D M Ball & Associates - Construction Certificate No 21711 - 252 - 254 Pitt Street Sydney	Document
01.02.01.17.03.02	Incoming Correspondence - DM Ball & Associates - Amended CC 21711 - 252 - 254 Pitt Street Sydney	Document
01.02.01.18	256 Pitt St SYD	Folder
01.02.01.18.01	1992_1006	Document
01.02.01.18.02	P-2004-781	Folder
01.02.01.18.02.01	Pitt St (256-256A) Alterations and additions to McDonalds restaurant	Document
01.02.01.19	42 Park St SYD	Folder
01.02.01.19.01	1975_1091	Document
01.02.01.19.02	X93-01003	Document
01.02.01.20	44 Park St SYD	Folder
01.02.01.20.01	1975_0473	Document
01.02.01.20.02	1976_0777	Document
01.02.01.20.03	1977_0573	Document



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01.02.01.21	48 Park St SYD	Folder
01.02.01.21.01	B-1973-789	Folder
01.02.01.21.01.01	1973_0789	Document
01.02.01.21.02	B-1977-385	Folder
01.02.01.21.02.01	1977_0385	Document
01.02.01.21.03	D-2007-1667	Folder
01.02.01.21.03.01	DA101 BASEMENT 2 - LEVEL 1	Document
01.02.01.21.03.02	DA701 DEMOLITION PLAN	Document
01.02.01.21.03.03	Park Street Sydney (48) - Castlereagh St - a 15 level mixed use retail hotel and commercial building - Approved drawings	Document
01.02.01.22	49-57 Botany Rd WT	Folder
01.02.01.22.01	P-2010-1558	Folder
01.02.01.22.01.01	Incoming Correspondence - Hunter PCA - A*struction Certificate - 000052 - Suite 3 Level 2 49 - 57 Botany Road Waterloo	Document
01.02.01.23	59-63 Botany Rd WT	Folder
01.02.01.23.01	D-2004-232	Folder
01.02.01.23.01.01	APPLICATIONS - DEVELOPMENT APPLICATION - ~STORAGE BUSINESS TO INCLUDE PROCESSING OF LAUNDRY - GORDON LINDSAY - 20 04 2004	Document
01.02.01.23.02	D-2015-1915	Folder
01.02.01.23.02.01	Stamped Plans - D20151915	Document
01.02.01.24	65 Botany Rd WT	Folder
01.02.01.24.01	D-2005-1170	Folder
01.02.01.24.01.01	Plans	Document
01.02.01.24.01.02	site plan	Document
01.02.01.24.01.03	subdivision	Document
01.02.01.25	69-83 Botany Rd WT	Folder
01.02.01.25.01	D-2015-660	Folder
01.02.01.25.01.01	Stamped Plans - Unit 8 - 69 Botany Rd Waterloo D2015660	Document
01.02.01.26	7 Elizabeth St SYD	Folder
01.02.01.26.01	1985_0557	Document
01.02.01.26.02	1990_1171	Document
01.02.01.26.03	BC-2007-7	Folder
01.02.01.26.03.01	Approval - Building Approvals - 31 01 2007	Document
01.02.01.26.03.02	Letter - O K McDermott - Submission of v*titlements & copy of council order dated 08 10 1997 - 7 Elizabeth Street Sydney	Document
01.02.01.26.03.03	sp0013171p Site plan of strata subdivision at 7 Elizabeth Street , SYDNEY	Document
01.02.01.26.04	Hazardous Materials & Asbestos Register	Folder
01.02.01.26.04.01	7 Elizabeth St - Hazmat Predemolition Survey Report	Document
01.02.01.26.04.02	7 Elizabeth St - Hazmat Predemolition Survey Report Rev3.0	Document
01.02.01.27	87 Botany Rd WT	Folder
01.02.01.27.01	B-1998-345	Folder
01.02.01.27.01.01	BA 0345-98 - Plans	Document
01.02.01.27.02	D-2001-923	Folder
01.02.01.27.02.01	CONTAMINATION ISSUE	Document
01.02.01.28	93-101 Botany Rd WT	Folder
01.02.01.28.01	B-2005-876	Folder



Number	Document	Type
01.02.01.28.01.01	Cope St Waterloo (156-160) Erect new warehouse and office building	Document
01.02.01.28.02	D-2005-1126	Folder
01.02.01.28.02.01	Basement Plan - 18072005	Document
01.02.01.28.02.02	Elevations and Section - 18072005	Document
01.02.01.28.02.03	Environmental Impact Statement - 18072005	Document
01.02.01.28.02.04	First Floor Plan - 18072005	Document
01.02.01.28.02.05	Floor Plan - 18072005	Document
01.02.01.28.02.06	Ground Floor Plan - 18072005	Document
01.02.01.28.03	P-2006-757	Folder
01.02.01.28.03.01	Private Certification Plans - P2006757 - 156 - 160 COPE STREET WATERLOO	Document
01.02.01.29	Elizabeth St SYD	Folder
01.02.01.29.01	Roof Space - Existing equipment & proposed generator location	Document
01.02.01.30	46 Park Street	Folder
01.02.01.30.01	46 Park St_Hazardous Buildings Material Survey Report_SLR_12 AUG 16	Document
01.02.01.30.02	Hazardous Materials & Asbestos Register	Folder
01.02.01.30.02.01	46 Park St - Hazmat Predemolition Survey Report	Document
01.02.01.30.02.02	46 Park St - Hazmat Predemolition Survey Report R04	Document
01.02.01.30.03	45-81-0434	Document
01.02.01.31	Chatswood Ausgrid (Mowbray Road)	Folder
01.02.01.31.01	337-355 Mowbray Road Chatswood_Manifest of Hazardous Chemicals_Ausgrid_25 July 2011	Document
01.02.01.31.02	337-355 Mowbray Road, Chatswood_Dangerous Goods and Hazardous Substances Register_Ausgrid_12 Jan 2011	Document
01.02.01.31.03	339 Mowbray Rd Chatswood_Asbestos Materials Re-insepection Report_NA_4 May 2012	Document
01.02.01.31.04	Hazardous Materials & Asbestos Register	Folder
01.02.01.31.04.01	Ausgrid Chatswood - Hazmat Predemolition Survey Report	Document
01.02.01.31.04.02	Ausgrid Chatswood - Hazmat Predemolition Survey Report Rev02	Document
01.02.01.32	8 bryson street, chatswood	Folder
01.02.01.32.01	Hazardous Materials & Asbestos Register	Folder
01.02.01.32.01.01	8 Bryson St - Hazmat Predemolition Survey Report	Document
01.02.01.32.01.02	8 Bryson St - Hazmat Predemolition Survey Report Rev4	Document
01.02.01.32.02	lebedc_20160914_0004	Document
01.02.01.32.03	lebedc_20160914_0005	Document
01.02.01.32.04	lebedc_20160914_0006	Document
01.02.01.32.05	lebedc_20160914_0007	Document
01.02.01.32.06	lebedc_20160914_0008	Document
01.02.01.32.07	lebedc_20160914_0009	Document
01.02.01.32.08	lebedc_20160914_0010	Document
01.02.01.32.09	lebedc_20160914_0011	Document
01.02.01.32.10	lebedc_20160914_0012	Document
01.02.01.32.11	lebedc_20160914_0013	Document
01.02.01.32.12	lebedc_20160914_0016	Document
01.02.01.32.13	lebedc_20160915_0032	Document
01.02.01.33	5 elizabeth street	Folder



Number	Document	Type
01.02.01.33.01	Hazardous Materials & Asbestos Register	Folder
01.02.01.33.01.01	5 Elizabeth St - Hazmat Predemolition Survey Report	Document
01.02.01.33.01.02	5 Elizabeth St - Hazmat Predemolition Survey Report Rev 3	Document
01.02.01.34	5-15 murray street	Folder
01.02.01.34.01	Hazardous Materials & Asbestos Register	Folder
01.02.01.34.01.01	5-15 Murray St - Hazmat Predemolition Survey Report	Document
01.02.01.34.01.02	5-15 Murray St - Hazmat Predemolition Survey Report Rev4	Document
01.02.01.35	1A Sydney Steel Rd Marrickville	Folder
01.02.01.35.01	1A Sydney Steel Rd_DA201500536_Redacted	Document
01.02.01.36	67 Botany Rd WT	Folder
01.02.01.36.01	1048_1964	Document
01.02.01.36.02	126_1955	Document
01.02.02	Public Art Information	Folder
01.02.02.01	Artwork Register 20160630	Document
01.02.02.02	Diugkas Annand gargoyles (1)	Document
01.02.02.03	Diugkas Annand gargoyles (2)	Document
01.02.02.04	P&O Architect drawings (1)	Document
01.02.02.05	P&O Architect drawings (2)	Document
01.02.02.06	P&O Architect drawings (3)	Document
01.02.02.07	P&O Architect drawings (4)	Document
01.02.02.08	P&O Architect drawings (5)	Document
01.02.02.09	P&O Castlereagh St Drawing	Document
01.02.02.10	P&O Castlereagh St wall	Document
01.02.02.11	P&O Castlereagh St wall form inside foyer	Document
01.02.02.12	P&O Correspondence (1)	Document
01.02.02.13	P&O Correspondence (2)	Document
01.02.02.14	P&O Correspondence (3)	Document
01.02.02.15	P&O Correspondence (4)	Document
01.02.02.16	P&O Correspondence (5)	Document
01.02.02.17	P&O Correspondence (6)	Document
01.02.02.18	P&O Fountain Drawing TWP_2966	Document
01.02.02.19	P&O Fountain Drawing TWP_2972	Document
01.02.02.20	P&O Fountain Drawing TWP_2975	Document
01.02.02.21	P&O Fountain Drawing TWP_2979	Document
01.02.02.22	P&O Fountain Drawing TWP_2982	Document
01.02.02.23	P&O SMH unveillign article (1)	Document
01.02.02.24	P&O SMH unveillign article (2)	Document
01.02.02.25	P&O SMH unveillign article (3)	Document
01.02.02.26	P&O Unveiling brochure (1)	Document
01.02.02.27	P&O Unveiling brochure (2)	Document
01.02.03	Building Plans from Council	Folder
01.02.03.01	City of Marrickville	Folder



Number	Document	Type
01.02.03.01.01	Plans	Folder
01.02.03.01.01.01	DA200700512	Document
01.02.03.01.01.02	DA201100189	Document
01.02.03.01.01.03	DA201400166	Document
01.02.03.01.01.04	DA201400396	Document
01.02.03.01.01.05	DA201400445	Document
01.02.03.01.01.06	DA201500536	Document
01.02.03.02	City of Sydney	Folder
01.02.03.02.01	2016-07-18 Basement Plans - USB 4	Folder
01.02.03.02.01.01	00. (161 Kent St)	Folder
01.02.03.02.01.01.01	161 Kent Street	Document
01.02.03.02.01.01.02	Private Certification Plans - P20061117-~59 - 165 KENT ST MILLERS POINT (AKA 161 KENT ST	Document
01.02.03.02.01.02	36. (5 Elizabeth St)	Folder
01.02.03.02.01.02.01	5 Elizabeth St Sydney	Document
01.02.03.02.01.03	38. (39 Martin Pl)	Folder
01.02.03.02.01.03.01	1966_2531-01	Document
01.02.03.02.01.03.02	1966_2531-02	Document
01.02.03.02.01.03.03	1966_2531-03	Document
01.02.03.02.01.03.04	1966_2531-04	Document
01.02.03.02.01.03.05	1966_2531-05	Document
01.02.03.02.01.03.06	1966_2531-06	Document
01.02.03.02.01.03.07	39 Martin Place	Document
01.02.03.02.01.04	40. (55 Hunter St)	Folder
01.02.03.02.01.04.01	1961_2539-01	Document
01.02.03.02.01.04.02	1961_2539-02	Document
01.02.03.02.01.04.03	1961_2539-03	Document
01.02.03.02.01.04.04	1961_2539-04	Document
01.02.03.02.01.04.05	1961_2539-05	Document
01.02.03.02.01.04.06	1961_2539-06	Document
01.02.03.02.01.04.07	55 Hunter Street	Document
01.02.03.02.01.05	42. (7 Elizabeth St)	Folder
01.02.03.02.01.05.01	1938_1004-01	Document
01.02.03.02.01.05.02	1938_1004-02	Document
01.02.03.02.01.05.03	7 Elizabeth Street	Document
01.02.03.02.01.06	46. (8-12 Castlereagh St)	Folder
01.02.03.02.01.06.01	12 Castlereagh St	Document
01.02.03.02.01.06.02	1974_0733-01	Document
01.02.03.02.01.06.03	1974_0733-02	Document
01.02.03.02.01.06.04	1974_0733-03	Document
01.02.03.02.01.06.05	1974_0733-04	Document
01.02.03.02.01.06.06	1974_0733-05	Document
01.02.03.02.01.06.07	1974_0733-06	Document



Number	Document	Type
01.02.03.02.01.07	52. (Martin Place Shopping)	Folder
01.02.03.02.01.07.01	D-2004-00165	Folder
01.02.03.02.01.07.01.01	Martin Place Sydney	Document
01.02.03.02.01.07.02	Martin Place Shopping Dekho	Document
01.02.03.02.01.07.03	Martin Place Shopping plans	Document
01.02.03.02.01.08	53. (1 O'Connell St)	Folder
01.02.03.02.01.08.01	1 O'Connell Street	Document
01.02.03.02.01.08.02	1988_0580	Document
01.02.03.02.01.08.03	1988_1370-01	Document
01.02.03.02.01.08.04	1988_1370-02	Document
01.02.03.02.01.08.05	1988_1370-03	Document
01.02.03.02.01.08.06	1988_1370-04	Document
01.02.03.02.01.08.07	1988_1370-05	Document
01.02.03.02.01.08.08	1988_1370-06	Document
01.02.03.02.01.08.09	1988_1370-07	Document
01.02.03.02.01.08.10	1988_1370-08	Document
01.02.03.02.01.08.11	1988_1370-09	Document
01.02.03.02.01.08.12	1988_1370-10	Document
01.02.03.02.01.08.13	1988_1370-11	Document
01.02.03.02.01.08.14	1988_1370-12	Document
01.02.03.02.01.08.15	1988_1370-13	Document
01.02.03.02.01.08.16	1988_1370-14	Document
01.02.03.02.01.08.17	1988_1370-15	Document
01.02.03.02.01.08.18	1988_1370-16	Document
01.02.03.02.01.08.19	1988_1370-17	Document
01.02.03.02.01.08.20	1988_1370-18	Document
01.02.03.02.01.08.21	1988_1370-19	Document
01.02.03.02.01.08.22	1988_1370-20	Document
01.02.03.02.01.08.23	1988_1370-21	Document
01.02.03.02.01.09	54. (125-129 Bathurst St)	Folder
01.02.03.02.01.09.01	125-129 Bathurst plans	Document
01.02.03.02.01.09.02	125-129 Bathurst Street	Document
01.02.03.02.01.09.03	1984_1584	Document
01.02.03.02.01.10	55. (131-135 Bathurst St)	Folder
01.02.03.02.01.10.01	131-135 Bathurst plans	Document
01.02.03.02.01.10.02	131-135 Bathurst Street	Document
01.02.03.02.01.11	56. (175 Castlereagh St)	Folder
01.02.03.02.01.11.01	175 Castlereagh Street	Document
01.02.03.02.01.12	57. (252-254 Pitt St)	Folder
01.02.03.02.01.12.01	252 Pitt St plans	Document
01.02.03.02.01.12.02	252-254 Pitt Street	Document
01.02.03.02.01.12.03	254 Pitt St plans	Document



Number	Document	Type
01.02.03.02.01.13	58. (256 Pitt St)	Folder
01.02.03.02.01.13.01	256 Pitt Street	Document
01.02.03.02.01.14	60. (300 Pitt St)	Folder
01.02.03.02.01.14.01	1928_1199	Document
01.02.03.02.01.14.02	300 Pitt Street	Document
01.02.03.02.01.15	61. (302 Pitt St)	Folder
01.02.03.02.01.15.01	1909_0003	Document
01.02.03.02.01.15.02	1927_1126	Document
01.02.03.02.01.15.03	1982_0616-01	Document
01.02.03.02.01.15.04	1982_0616-02	Document
01.02.03.02.01.15.05	1982_0616-03	Document
01.02.03.02.01.15.06	302 Pitt Street	Document
01.02.03.02.01.16	64. (40 Park St)	Folder
01.02.03.02.01.16.01	1925_0989	Document
01.02.03.02.01.16.02	1990_0214-01	Document
01.02.03.02.01.16.03	1990_0214-02	Document
01.02.03.02.01.16.04	40 Park Street	Document
01.02.03.02.01.17	65. (42 Park St)	Folder
01.02.03.02.01.17.01	42 Park Street	Document
01.02.03.02.01.18	66. (44 Park St)	Folder
01.02.03.02.01.18.01	44 Park Street	Document
01.02.03.02.01.19	67. (46 Park St)	Folder
01.02.03.02.01.19.01	46 Park Street	Document
01.02.03.02.01.20	68. (200 George St)	Folder
01.02.03.02.01.20.01	200 George Street	Document
01.02.03.02.01.20.02	D-2012-893	Folder
01.02.03.02.01.20.02.01	Plan Basement 1_DA1012_11102012	Document
01.02.03.02.01.20.02.02	Plan Basement 2_DA1011_11102012	Document
01.02.03.02.01.20.02.03	Plan Basement 3_DA1010_11102012	Document
01.02.03.02.01.20.02.04	Plan Basement 4_DA1009_11102012	Document
01.02.03.02.01.20.02.05	Plan George Street_DA1014_11102012	Document
01.02.03.02.01.21	69. (48 Park St)	Folder
01.02.03.02.01.21.01	1995_1324-01	Document
01.02.03.02.01.21.02	1995_1324-02	Document
01.02.03.02.01.21.03	48 Park Street	Document
01.02.03.02.01.22	70. to 74. (56-64 Regent St Chippendale)	Folder
01.02.03.02.01.22.01	56-64 Regent Street	Document
01.02.03.02.01.23	Files on USB Part 4	Document
01.02.03.02.02	2016-07-18 Basement Plans - USB 5	Folder
01.02.03.02.02.01	100. (59-63 Botany Rd Waterloo)	Folder
01.02.03.02.02.01.01	1960_1609	Document
01.02.03.02.02.02	101. (65 Botany Rd Waterloo)	Folder



Number	Document	Type
01.02.03.02.02.02.01	1983_5514	Document
01.02.03.02.02.03	102. (69-83 Botany Rd Waterloo)	Folder
01.02.03.02.02.03.01	V04-00199-01	Folder
01.02.03.02.02.03.01.01	Botany Rd Waterloo (69 - 83) Commercial and residential development	Document
01.02.03.02.02.04	103. (85 Botany Rd Waterloo)	Folder
01.02.03.02.02.04.01	Q98-00345	Folder
01.02.03.02.02.04.01.01	BA 0345-98 - Plans	Document
01.02.03.02.02.04.02	V03-00593	Folder
01.02.03.02.02.04.02.01	Plan	Document
01.02.03.02.02.05	89. (49-57 Botany Rd Waterloo)	Folder
01.02.03.02.02.05.01	1967_2688	Document
01.02.03.02.02.06	90. to 91. (107-117A Botany Rd Waterloo)	Folder
01.02.03.02.02.06.01	1987_0362	Document
01.02.03.02.02.07	96. 98. (93-101 Botany Rd, 150-160 Cope St)	Folder
01.02.03.02.02.07.01	B-2005-876	Folder
01.02.03.02.02.07.01.01	Cope St Waterloo (156-160)	Document
01.02.03.02.02.08	97. (67 Botany Rd Waterloo)	Folder
01.02.03.02.02.08.01	1955_0511	Document
01.02.03.02.02.09	99. (170-174 Cope St Waterloo)	Folder
01.02.03.02.02.09.01	V98-05300	Folder
01.02.03.02.02.09.01.01	Plan	Document
01.02.03.02.02.10	Copy - Private Certification Plans - P2006757 - 156 - 160 COPE STREET WATERLOO	Document
01.02.03.02.02.11	Dekho Waterloo properties	Document
01.02.03.02.02.12	Files on USB Part 5	Document
01.02.03.02.02.13	Private Certification Plans - P2006757 - 156 - 160 COPE STREET WATERLOO	Document
01.02.03.02.03	20160718 Basement Plans - Disc 1	Folder
01.02.03.02.03.01	Private Certification Plans - P2006757 - 156 - 160 COPE STREET WATERLOO	Document
01.02.03.02.04	Reports	Folder
01.02.03.02.04.01	00. 161 Kent Street	Document
01.02.03.02.04.02	36. 5 Elizabeth St Sydney	Document
01.02.03.02.04.03	38. 39 Martin Place	Document
01.02.03.02.04.04	40. 55 Hunter Street	Document
01.02.03.02.04.05	42. 7 Elizabeth Street	Document
01.02.03.02.04.06	46. 12 Castlereagh St	Document
01.02.03.02.04.07	52. Martin Place Shopping Dekho (1)	Document
01.02.03.02.04.08	52. Martin Place Shopping plans	Document
01.02.03.02.04.09	53. 1 O'Connell Street	Document
01.02.03.02.04.10	54. 125-129 Bathurst plans	Document
01.02.03.02.04.11	54. 125-129 Bathurst Street	Document
01.02.03.02.04.12	55. 131-135 Bathurst plans	Document
01.02.03.02.04.13	55. 131-135 Bathurst Street	Document
01.02.03.02.04.14	56. 175 Castlereagh Street	Document



Number	Document	Type
01.02.03.02.04.15	57. 252 Pitt St plans	Document
01.02.03.02.04.16	57. 252-254 Pitt Street	Document
01.02.03.02.04.17	57. 254 Pitt St plans	Document
01.02.03.02.04.18	58. 256 Pitt Street	Document
01.02.03.02.04.19	60. 300 Pitt Street	Document
01.02.03.02.04.20	61. 302 Pitt Street	Document
01.02.03.02.04.21	64. 40 Park Street	Document
01.02.03.02.04.22	65. 42 Park Street	Document
01.02.03.02.04.23	66. 44 Park Street	Document
01.02.03.02.04.24	67. 46 Park Street	Document
01.02.03.02.04.25	68. 200 George Street	Document
01.02.03.02.04.26	69. 48 Park Street	Document
01.02.03.02.04.27	70 - 74. 56-64 Regent Street	Document
01.02.03.02.04.28	Dekho Waterloo properties	Document
01.02.03.02.04.29	Files on USB Part 4	Document
01.02.03.02.04.30	Files on USB Part 5	Document
01.02.03.03	City of Willoughby	Folder
01.02.03.03.01	Reports	Folder
01.02.03.03.01.01	Willoughby Council List	Document
01.02.03.04	Council Buildings Request	Document
01.02.04	General	Folder
01.02.04.01	0001-mass_management_accrediation_guide	Document
01.02.04.02	0003-maintenancet-mgmt-accrediation-guide	Document
01.02.04.03	201402-0002-basic-fatigue-management-accreditation-guide	Document
01.02.04.04	20160802 Buildings to be Demolished but Excluded from Demolition Works Scope	Document
01.02.04.05	Sydney Metro City & Southwest Workforce and Industry Participation Strategy	Document
01.02.04.06	Sydney Metro Environment and Sustainability Policy	Document
01.02.04.07	Sydney Metro Safety Strategic Plan	Document
01.02.04.08	Traffic Management Plan Flowchart	Document
01.02.04.09	Workforce Development Contractor Personnel Requirements	Document
01.02.04.10	20160824 - SM_Demolition RFT tender briefing_FINAL	Document
01.02.04.11	Demolition Program (All Sites)	Document
01.02.05	Interactive Process Guide	Folder
01.02.05.01	Sydney Metro - Demolition - Interactive Process Guide	Document
01.02.06	sketches of requirements for adjoining owner agreement	Folder
01.02.06.01	Ashington Place 248A_250 Pitt St 1 of 2	Document
01.02.06.02	Ashington Place 248A_250 Pitt St 2 of 2	Document
01.02.06.03	Charter Hall 65_69 Berry St	Document
01.02.06.04	Investa Property, 105_153 Miller St	Document
01.02.06.05	Loduku PL 473 Pacific Highway	Document
01.02.06.06	Macquarie Bank 50 Martin Place	Document
01.02.06.07	Macquarie Bank 9_19 Elizabeth St	Document



Number	Document	Type
01.02.06.08	NSW Masonic Club 173 Castlereagh St 1 of 2	Document
01.02.06.09	NSW Masonic Club 173 Castlereagh St 2 of 2	Document
01.02.06.10	Rusheens PL 196 Miller St	Document
01.02.06.11	Strata Plus 14 Clarke St	Document
01.02.06.12	Trustees of the Sisters of Mercy College 128 Miller St & 33 McLaren St	Document
01.02.06.13	Waterloo Congregational Church 103 - 105 Botany Road	Document
01.02.07	Information Documents List	Folder
01.02.07.01	Information Documents list	Document
01.03	Reference Documents	Folder
01.03.01	7TP-ST-035 CERT Reporting tool Guideline	Document
01.03.02	9TP-FT-439 air-emission-data-collection-workbook	Document
01.03.03	Draft Community Communication Strategy.	Document
01.03.04	SM ES FT -421 SM&SE Reporting Template	Document
01.03.05	SM ES FT-422 Sydney Metro City & Southwest Workforce Reporting Template	Document
01.03.06	SM ES FT-425 Workforce Development & Industry Participation Output Summary & Delivery Profile Template	Document
01.03.07	SM ES FT-425 Workforce Profile Gap Plan Template	Document
01.03.08	SM ES FT-426 Aboriginal participation_plan_template	Document
01.03.09	SM ES FT-427 Aboriginal participation_report_template_	Document
01.03.10	SM ES PW309-water-discharge-and-reuse-procedure	Document
01.03.11	SM ES ST-210-csw-construction-noise-vibration-strategy	Document
01.03.12	SM ES-FT-420 Sydney Metro City and Southwest Sustainability Reporting Template	Document
01.03.13	SM ES-FT-428 SMIC Guidance Document	Document
01.03.14	SM ES-FT-460 Road Occupancy Licence Application	Document
01.03.15	SM ES-PW-314 Sydney Metro Planning Approval Consistency Assessment Procedure	Document
01.03.16	SM ES-ST-204 Construction Environmental Management Framework (CEMF)	Document
01.03.17	SM ES-ST-214 Principals General Specifications G10 - Traffic and Transport Management	Document
01.03.18	SM QM ST-202 -standard-audit-compliance-standard	Document
01.03.19	SM RM-ST-201.3.0 Risk Management Standard	Document
01.03.20	SM-ES-MM-102-sydney-metro-environment-and-sustainability-policy	Document
01.03.21	SM-ES-PW-303-environmental-incident-classification-procedure	Document
01.03.22	SM-PS-ST-221-sydney-metro-pc-health-and-safety-standard	Document
01.03.23	Sydney Metro 2016 Brand Style Guidelines_V4.0 July 2016	Document
01.03.24	TfNSW CERT tool	Document
01.03.25	TfNSW WCAG 2 Guidelines V1.1 January 2016	Document
01.03.26	Framework Construction Traffic Management Plan Rev 1 (November 2016)	Document



Schedule A17. Information Documents and Materials

(Clauses 1.1 and 3.6)

List of Information Documents and Materials (refer to enclosed CD)



Transport for NSW



Sydney Metro City & SouthWest
DEMOLITION CONTRACT – Contract Number: SMCSW-131
Contract Schedules



SCHEDULE A17 – INFORMATION DOCUMENTS
AND MATERIALS
CD 1 of 3

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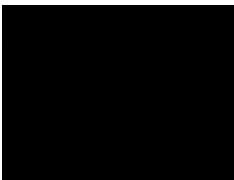
CUMBERLAND



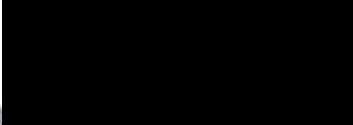
Transport for NSW



Sydney Metro City & SouthWest
DEMOLITION CONTRACT – Contract Number: SMCSW-131
Contract Schedules



SCHEDULE A17 – INFORMATION DOCUMENTS
AND MATERIALS
CD 2 of 3



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Transport for NSW

Sydney Metro City & SouthWest
DEMOLITION CONTRACT – Contract Schedules
Contract Number: SMCSW-131



INFORMATION DOCUMENTS
CD 3 of 3

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Schedule A18. Not Used



Schedule A19. Not used



Schedule A20. Not Used



Schedule A21. Not Used



Schedule A22. Not Used

Schedule A23. Deed of Novation (TSE Contractor)

(Clause 2.14)

FORM OF DEED OF NOVATION

DATE:

PARTIES:

- (1) [Name of Novatee] [ABN/ACN] (the **Novatee**)
- (2) **Transport for NSW (ABN 18 804 239 602)** of 22 Giffnock Avenue, MACQUARIE PARK NSW 2113 ("**Principal**")
- (3) [insert] [ABN/ACN] of [insert] (the **Contractor**)
- (4) [insert] [ABN/ACN] of [insert] (the **Guarantor**)

RECITALS:

- (A) The Contractor and the Principal are parties to a contract for the demolition of certain buildings and structures for Sydney Metro City & Southwest dated [Insert Date] (the **Demolition Contract**).
- (B) The Principal and the Guarantor are parties to a deed of guarantee and indemnity dated [Insert Date] (the **Guarantee**).
- (C) The parties have agreed to novate and amend the Demolition Contract and novate the Guarantee on the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. 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;
- (k) a reference to \$ or **dollar** is to Australian currency; and
- (l) except as otherwise defined in this deed, terms used in this deed that are defined in the Demolition Contract have the same meanings in this Deed.

2. NOVATION

2.1 Novation

The parties agree to novate the Demolition Contract, such that on and from the date of execution of this deed (the **Effective Date**):

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

2.2 Assumption of rights and obligations

On and from the Effective Date:

- (a) the Novatee:
 - (i) will be bound by, and must comply with the terms of, the Demolition Contract ;
 - (ii) will enjoy all the rights and benefits conferred on the Principal under or in respect of the Demolition Contract whether arising before or after the Effective Date; and

(iii) will assume all the obligations and liabilities of the Principal under or in respect of the Demolition Contract arising or accruing before or after the Effective Date; and

(b) the Contractor will comply with the Demolition Contract on the basis that the Novatee has replaced the Principal under it in accordance with the terms of this deed.

3. RELEASE

3.1 Release by Contractor

The Contractor releases the Principal from:

- (a) its obligations and liabilities under or in respect of the Demolition Contract; and
- (b) all claims, actions, demands, proceedings and liability that the Contractor may have or claim to have, or but for this release might have had, against the Principal in connection with the Demolition Contract.

4. INDEMNITY

4.1 Indemnity by Principal

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

4.2 Indemnity by Novatee

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

5. AMENDMENTS

5.1 Amendments to the Demolition Contract

The Demolition Contract is amended on and from the Effective Date so as to make the additions, changes and deletions set out in Schedule 1 to this deed.

5.2 Rights and obligations

Clause 5.1 does not affect any right or obligation that arises before the date of this deed.

6. NOVATION OF GUARANTEE

On and from the Effective Date:

(a) the Novatee:

- (i) is substituted for the Principal under the Guarantee as if the Novatee had originally been a beneficiary under the Guarantee instead of the Principal; and
- (ii) will enjoy all the rights and benefits conferred on the Principal under or in respect of the Guarantee (whether arising before or after the Effective Date); and

(b) the Guarantor:

- (i) will be bound by, and must comply with, the Guarantee as it relates to the Novatee;
- (ii) will continue to bear, for the benefit of the Novatee, all its obligations and liabilities under or in respect of the Guarantee arising or accruing on or after the Effective Date; and
- (iii) will continue to bear, for the benefit of the Principal, any obligation or liability of the Guarantor under or in respect of Guarantee arising or accruing before the Effective Date.

(c) Each reference in the Guarantee to the Principal is to be read as if it were a reference to the Novatee.

7. OTHER OBLIGATIONS ON NOVATION

7.1 Confidentiality undertaking

The Contractor must ensure that each Subcontractor (and their Subcontractors) that has previously executed a Confidentiality Undertaking in favour of the Principal in the form of Schedule B7, executes a new Confidentiality Undertaking in the form of Schedule B7 and provides it to the Novatee within 5 Business Days of the Effective Date.

7.2 Form of Subcontractor Deed

The Contractor must ensure that each Subcontractor that has previously executed a Form of Subcontractor Deed in favour of the Principal in the form of Schedule A9, executes a new Form of Subcontractor Deed in the form of Schedule A9 and provides it to the Novatee within 5 Business Days of the Effective Date.

7.3 Consultant Deed of Covenant

The Contractor must ensure that each Subcontractor that has previously executed a Consultant Deed of Covenant in favour of the Principal in the form of Schedule A13, executes a new Consultant Deed of Covenant in favour of the Novatee the form of Schedule A13 and provides it to the Novatee within 5 Business Days of the Effective Date.

7.4 Return of unconditional undertakings

The Principal will on the date of the Deed of Novation release to the Contractor so much of the unconditional undertakings provided by the Contractor under clause 2.7(b) as may then be held by the Principal.

8. INSURANCE AND UNCONDITIONAL UNDERTAKINGS

The Contractor will:

- (a) take all steps necessary to ensure that the Novatee will enjoy all of the rights, benefits and entitlements on and from the Effective Date that the Principal enjoyed prior to the Effective Date under the policies of insurance that are required to be taken out pursuant to clauses 13.4, 13.5, 13.6 and 13.7 of the Demolition Contract;
- (b) if the Novatee is unable to enjoy all of the rights, benefits and entitlements that the Principal enjoyed under those policies of insurance, take out replacement policies of insurance with effect on and from the Effective Date that will provide such rights, benefits and entitlements to the Novatee and will otherwise comply with the requirements of clauses 13.4, 13.5, 13.6 and 13.7 of the Demolition Contract in all respects;
- (c) take all steps necessary to ensure that the Novatee will enjoy all of the rights, benefits and entitlements on and from the Effective Date that the Principal enjoyed prior to the Effective Date under the unconditional undertakings that must be provided pursuant to clause 2.7 of the Demolition Contract; and
- (d) if the Novatee is unable to enjoy all of the rights, benefits and entitlements that the Principal enjoyed under those unconditional undertakings, provide replacement unconditional undertakings (for the undrawn amounts) with effect on and from the Effective Date that will provide such rights, benefits and entitlements to the Novatee and will otherwise comply with the requirements of clause 2.7 of the Demolition Contract in all respects.

9. NOTICES UNDER THE DEMOLITION CONTRACT AND THE GUARANTEE

For the purposes of all provisions in the Demolition Contract and the Guarantee regarding service of notices, the address for the Novatee is the address set out at the start of this deed.

10. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to each other party that:

- (a) it has full power and authority to enter into and perform its obligations under this deed;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms; and
- (c) this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

Each of the Contractor and the Principal represents and warrants to the Novatee that, as at the Effective Date, neither the Contractor nor the Principal is in default under any provision of the Demolition Contract.

11. DELIVERY OF DOCUMENTS

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

12. GENERAL

12.1 Governing Law and Jurisdiction

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

12.2 Assignment

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

12.3 Amendment

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

12.4 Further Assurances

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

12.5 Costs and Duty

Each party must pay its own costs and expenses incurred in negotiating and executing this deed.

12.6 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.

12.7 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.

12.8 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.

Schedule 1

Amendments to the Demolition Contract

1. The definition of "Adjoining Property Easement" in clause 1.1 is amended as follows:

"Adjoining Property Easement" means an easement referred to in clause 2.12 in respect of an Adjoining Property that ~~TfNSW the Principal~~ acquires by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*.

2. Insert a new definition of "Common Disputes" in clause 1.1 as follows:

"Common Dispute" means a dispute described in clause 15A(a)(i).

3. Insert a new definition of "Environmental Notice" in clause 1.1 as follows:

"Environmental Notice" means any notice (including any notice of an intention to issue an order under the EP&A Act), order or request for information issued by an Authority in respect of a matter concerning the Environment.

4. Insert a new definition of "Good Industry Practice" in clause 1.1 as follows:

"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 Contractor or its Subcontractors in the demolition industry in Australia, as the case may be, under the same or similar circumstances as the performance of the Contractor's Activities and which includes compliance with all Laws relating to the Environment and all guidelines made or approved by the EPA.

5. Insert a new definition of "Novation Deed" in clause 1.1 as follows:

"Novation Deed" means the deed entitled Deed of Novation between the Principal, the Contractor and the TSE Contractor.

6. The definition of "Other Contractor" in clause 1.1 is amended as follows:

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

7. The definition of "Project Health and Safety Management Plan" in clause 1.1 is amended as follows:

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

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

- b. describe how the Contractor proposes to ensure the Contractor's Activities and Contractor's Activities are performed consistently with Law in relation to work health and safety the WHS Legislation, applicable Codes of Practice and Australian Standards and any other Law (such as the Heavy Vehicle National Law);
- c. address the matters specified in the WHS Legislation, applicable Codes of Practice and Australian Standards and any other Law (such as the Heavy Vehicle National Law); and
- ~~d. comply with the Principal Contractor Health and Safety Standard SM PS-ST-221 (which forms part of the Project Health and Safety Management Plan), as amended from time to time; and~~
- ed. comply with the requirements applicable to a "Project WHS Management Plan" set out in the WHS Guidelines.
8. The definition of "Third Party Agreement " in clause 1.1 is amended as follows:
- "Third Party Agreement"** means an agreement referred to in Schedule E4 to be entered into by ~~TfNSW the Principal~~ with a Third Party.
9. The definition of "TSE Contract" in clause 1.1 is amended as follows:
- "TSE Contract"** means the contract between ~~TfNSW the Principal~~ and the ~~Principal TSE Contractor~~ for the carrying out of the TSE Works.
10. Clause 1.6 is amended as follows:
- 1.6 Not Used Authorities**
- ~~(a) This Contract will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of their respective functions and powers pursuant to any legislation.~~
- ~~(b) Without limiting clause 1.6(a), anything the Principal does, or fails to do or purports to do, pursuant to their respective functions and powers, including or under any legislation, will be deemed not to be an act or omission by the Principal under this Contract.~~
11. Clause 2.2(e)(vi)A. is amended as follows:
- A. comply with all of the Contractor's obligations in clauses 4.11(n), 4.12 and 9.7;
12. Insert a new clause 2.2(i) as follows:
- (i) The Contractor must, if requested by the Principal, promptly (and within 10 Business Days) enter into a side deed with TfNSW containing such terms as the Principal may reasonably require.
13. Insert a new clause 2.2(j) as follows:
- (j) The Contractor acknowledges and agrees that if the TSE Contract is terminated for any reason or if TfNSW takes over the TSE Contractor's work, the Contractor must, after

TfNSW or the Principal (as applicable) has given the Contractor written direction to do so, promptly (and within 5 Business Days) execute a deed of novation in the form of Schedule A25.

14. Clause 2.3(b) is amended as follows:

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

(i) the Contractor must give a written notice to the Principal's Representative within 1620 Business Days of the Change in Codes and Standards containing:

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

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

(ii) if a notice is given by the Contractor which complies with clause 2.3(b)(i), then within 8-10 Business Days of the notice being given, the Principal's Representative will either:

15. Clause 2.4 is amended as follows:

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

(i) the EP&A Act;

~~(ii) the POEO Act;~~

(iii) the EPBC Act; or

~~(iiiv) any other Law,~~

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

~~(v) ordered or directed by an Authority;~~

(vi) ordered by a court or tribunal; or

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

(b) ~~Not used. The Contractor will be entitled to make a claim for an extension of time under clause 10.6 in respect of any delays the Contractor suffers as a direct result of an Authority order, court order or direction by the Principal in accordance with clause 2.4(a)(v), 2.4(a)(vi) or 2.4(a)(vii).~~

- (c) Subject to clause 2.4(d), the Principal must pay the Contractor the additional Direct Costs reasonably incurred by the Contractor arising directly as a result of a court or tribunal order referred to in clause 2.4(a)(v) or direction by the Principal's Representative referred to in clause 2.4(a)(vi) but only to the extent that such court or tribunal or direction by the Principal's Representative delays the Contractor in achieving Completion. ~~the Contractor will be entitled to payment of the additional Direct Costs reasonably incurred by the Contractor as a direct result of an Authority order, court order or direction by the Principal in accordance with clause 2.4(a)(v), 2.4(a)(vi) or 2.4(a)(vii).~~
- (ca) The Contractor's entitlement under clause 2.4(c) will be its only right to payment arising out of or in any way in connection with ~~an Authority order, a~~ court order or direction by the Principal in accordance with clause 2.4(a)(v), ~~or 2.4(a)(vi) or 2.4(a)(vii).~~
- (d) Clause 2.4(~~cb~~) does not apply to the extent that a legal challenge, ~~proceedings or action~~ of the kind referred to in clause 2.4(a) is ~~initiated brought~~ or upheld due to the Contractor's non-compliance with ~~its obligations under this Contract any Authority Approval or a negligent act or omission of, or breach of Contract by, the Contractor.~~

16. Clause 2.7(b) is amended as follows:

- (b) The Contractor must ~~on the date of the Novation Deed~~ give the Principal, ~~within 10 days of the date this Contract is novated to the TSE Contractor of this Contract,~~ two unconditional undertakings:

17. Clause 2.7(f) is amended as follows:

- (f) ~~Not used. The Contractor must within 10 days of the date this Contract is novated to the TSE Contractor of this Contract 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.~~

18. Clause 2.9(c) is amended as follows:

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

19. Clause 2.11(a) is amended as follows:

- (a) The parties acknowledge and agree that:
- (i) ~~TfNSW the Principal~~ will enter into the Third Party Agreements;
 - (ii) the Contractor will comply with its obligations in respect of any Third Party Agreement entered into by ~~TfNSW the Principal~~ in accordance with Schedule E4;
 - (iii) as at the date of this Contract:

- A. the terms of the Third Party Agreements identified in Schedule E4 have not been finalised between ~~TfNSW the Principal~~ and the relevant Third Party; and
- B. there may be additional Third Party Agreements which ~~TfNSW the Principal~~ may, in its absolute discretion, enter into (each an **Additional Third Party Agreement**);
- (iv) the Contractor has reviewed the Draft Adjoining Owner Deed and has included in the Original Contract Price all of its costs (including the cost of all physical works and allowance for any delay or disruption) in complying with its obligations under clause 2.11(a) and Schedule E4;

20. Clause 2.12 is amended as follows:

(a) The Contractor:

- (i) acknowledges that ~~TfNSW the Principal~~ may, after the date of this Contract, acquire Adjoining Property Easements by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*; and
- (ii) acknowledges that if ~~TfNSW the Principal~~ acquires Adjoining Property Easements after the date of this Contract, the Principal will give the Contractor copies of the Adjoining Property Easements.

(b) The Contractor must:

- (i) in carrying out the Contractor's Activities, not cause ~~TfNSW or~~ the Principal to breach any term of any Adjoining Property Easement;
- (ii) provide all documents, assistance and co-operation reasonably requested by ~~TfNSW or~~ the Principal's Representative (and in the time requested by ~~TfNSW or~~ the Principal's Representative) in relation to any Adjoining Property Easement, including in relation to any dispute that may arise between ~~TfNSW the Principal~~ and the owner of the "burdened land" under any Adjoining Property Easement; and
- (iii) comply with any reasonable direction of ~~TfNSW and~~ the Principal's Representative in relation to any Adjoining Property Easements.

21. Clause 2.14 is amended as follows:

2.14 Not Used Novation to TSE Contractor

- ~~(a) The Contractor acknowledges that it is the Principal's TfNSW's intention that this Contract will be novated to the TSE Contractor on or after the date of execution of the TSE Contract.~~
- ~~(b) The Principal may direct the Contractor to enter into a deed of novation and amendment substantially in the form of Schedule A23 in respect of this Contract ("Novation Deed").~~

- ~~(c) If the Contractor receives a direction under clause 2.14(b), the Contractor must within 5 Business Days of receipt of such direction and without being entitled to compensation, execute the Novation Deed in the number of counterparts required by the Principal and return the executed counterparts to the Principal.~~
- ~~(d) Any direction given by the Principal and any novation occurring pursuant to this clause 2.14 will not in any way:~~
- ~~(i) relieve the Contractor from its obligations and liabilities under this deed;~~
 - ~~(ii) limit or otherwise affect any warranty provided by the Contractor under this deed;~~
 - ~~(iii) limit or otherwise affect the Principal's rights against the Contractor (including those arising out of any warranties given under this deed); or~~
 - ~~(iv) entitle the Contractor to make any Claim,~~
- ~~whether under this deed or otherwise according to any Law.~~
- ~~(e) The Contractor must within 5 Business Days of receiving a request from the Principal's Representative provide any documents, information or other things reasonably required to enable the Principal to prepare the Novation Deed.~~
- ~~(f) The Contractor acknowledges that any document or information provided in accordance with clause 2.14(e) may be given to the TSE Contractor for the purposes of preparing the Novation Deed.~~
- ~~(g) The Contractor acknowledges and agrees that it is not entitled to make, and the Principal will not be liable upon, any Claim arising out of or in connection with:~~
- ~~(i) the execution of the Novation Deed;~~
 - ~~(ii) the preparation of the Novation Deed; or~~
 - ~~(iii) the disclosure of any information provided to the Principal pursuant to clause 2.14(f).~~

22. Clause 3.1(c)(i) is amended as follows:

- (c) The Contractor acknowledges and agrees that:
 - (i) access to the Site or any part thereof will only confer on the Contractor a right to such management and control as is necessary to enable the Contractor to execute the Contractor's Activities in accordance with this Contract and to discharge its responsibilities under the WHS Legislation, ~~including to discharge its responsibilities as principal contractor;~~

23. Clause 3.3(a)(i) is amended as follows:

- (a) At all times after being given access to the Site or a part of the Site under clause 3.1 and before the Date of Completion of the Contractor's Activities or the last Portion to reach Completion, the Contractor:
- (i) ~~Not used without limiting any right of the Principal or the Principal's Representative under this Contract, and subject to clause 4.7, will be responsible for the management and control of the Site;~~

24. Clause 3.4(b)(iii) is amended as follows:

- (iii) as a condition precedent to Completion of the Contractor's Activities or any Portion:
- A. rehabilitate any Remote Sites and Extra Land of the kind referred to in clause 3.4(a) in accordance with the requirements of all relevant Authorities and other relevant persons; and
- B. unless not required by TfNSW and the Principal's Representative, provide to TfNSW and the Principal's Representative a properly executed certificate in the form of Schedule B6 or a release on terms otherwise satisfactory to TfNSW and 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 Remote Sites and Extra Land; and

25. Clause 3.14 is amended as follows:

3.14 Not Used-Principal not in Control

~~The Contractor and Principal acknowledge that nothing in this Contract including the right to inspect pursuant to clause 3.113.10 or any audit by the Principal or the Principal's Representative at any time will be construed to mean or imply that:~~

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

26. Clause 3.15 is amended as follows:

- (a) The Contractor acknowledges that ~~TfNSW the Principal~~ will enter into one or more agreements with relevant Authorities in respect of work that forms part of Sydney Metro City & Southwest which may be carried out on, under or adjacent to roads that are owned, operated or controlled by an Authority.
- (b) ~~TfNSW The Principal~~ will, under the agreements contemplated in clause 3.15(a), procure for the Contractor the right to install Rock Anchors under roads which are necessary for the Contractor to carry out the Contractor's Activities.

- (c) The Contractor must:
- (i) comply with all Authority requirements for the installation of Rock Anchors under roads; and
 - (ii) not cause ~~TfNSW the Principal~~ to be in breach of clause 3.15(a).
- (d) The Contractor acknowledges and agrees that:
- (i) it will not be entitled to make any Claim against ~~TfNSW the Principal~~ arising out of, or in any way in connection with any act or omission of an Authority; and
 - (ii) no act or omission of an Authority will in any way lessen or otherwise affect:
 - A. the Contractor's obligations under this Contract or otherwise according to Law; or
 - B. ~~TfNSW the Principal's~~ rights against the Contractor whether under this Contract or otherwise according to Law.

27. Clause 4.3 is amended as follows:

The Contractor must:

- (a) not used;
- (b) as part of the Management Plans, document, implement and maintain a contract specific Construction Environmental Management Plan for the management of environmental matters in accordance with the Sydney Metro Construction Environmental Management Framework;
- (c) carry out the Contractor's Activities in accordance with the Construction Environmental Management Plan;
- (d) supervise Subcontractor's activities and ensure that they are complying with all relevant Law, Authority Approvals and the Sydney Metro Construction Environmental Management Framework in relation to environmental management on the Site, Remote Sites and Extra Land;
- (e) use, and be able to demonstrate the use of, ecologically sustainable development principles (including any TfNSW sustainability initiatives under the Sustainability Management Plan) in the design and carrying out of the Temporary Works and the performance of all other Contractor's Activities on Site; ~~and~~
- (f) comply with all environmental laws, ~~Environmental Notices~~ and requirements in order to lawfully carry out the Contractor's Activities (including obtaining any licences required under the POEO Act); ~~and~~.

(g) the Contractor must at all times carry out, and ensure that its Subcontractors carry out, the Contractor's Activities in an environmentally responsible manner, in accordance with Good Industry Practice, and so as to protect the Environment.

28. Clause 4.7(e) is amended as follows:

(e) Not used. Without limiting anything else in this clause 4.7, the Contractor must, in respect of any construction work carried out on all or part of Remote Sites or Extra Land, discharge the duties of a principal contractor under the WHS Legislation in respect of such construction work.

29. Insert a new clause 4.14(c) as follows:

(c) The Contractor acknowledges that it has received, read, understood and will comply with TfNSW's Statement of Business Ethics.

30. Insert a new clause 5.10 as follows:

5.10 Designer's Deed of Covenant

Where the Contractor is to carry out design work the Contractor must, within 4 Business Days of the date of the Novation Deed, provide the Principal with a deed of covenant (duly stamped) executed by the Contractor in the form of Schedule A24 (completed with all relevant particulars).

31. Clause 6.1(b) is amended as follows:

(b) Within ~~810~~ Business Days of the receipt of a Change Proposal Request, or at such other time as is approved by the Principal's Representative, the Contractor must provide the Principal's Representative with a written notice in which the Contractor sets out such details as may be reasonably required by the Principal's Representative, including:

32. Clause 7.4 is amended as follows:

Without limiting or being limited by clause 2.9, the Contractor must:

- (a) permit Other Contractors to carry out their work;
- (b) fully co-operate with Other Contractors;
- (c) carefully coordinate and interface the Contractor's Activities with the work carried out or to be carried out by Other Contractors; and
- (d) carry out the Contractor's Activities so as to minimise any interfering with, disrupting or delaying the work of Other Contractors.

Other than in respect of Nominated Interface Contractors, the Principal shall procure that each of its Other Contractors that undertakes work on part of the Site during any period in which the Contractor has been engaged as principal contractor in respect of that part of the Site executes a deed poll in favour of the Contractor, as principal contractor, and the Principal in

the form set out in Schedule A12 and provide the Contractor with an executed copy of each such deed poll.

33. Insert a new clause 9.4(f) as follows:

- (f) The Contractor must ensure that its personnel (including those referred to in clause 9.4(b)) as a team carry out the Contractor's Activities in a manner that is courteous and co-operative and recognises the interests and needs of the local community.

34. Clause 9.6(a) is amended as follows:

The Contractor acknowledges and agrees that:

- (a) ~~the Principal TfNSW~~ will appoint an Environmental Representative as required by an Authority Approval;
- (b) the Environmental Representative:
- (i) will be independent of the parties;
 - (ii) will oversee the implementation of all environmental management plans and monitoring programs required under the Planning Approval, and shall advise the Principal upon achievement of the outcomes contemplated in the Planning Approval;
 - (iii) will advise the Principal and the Principal's Representative on the Contractor's compliance with the Planning Approval; and
 - (iv) will have the authority and independence to:
 - A. direct the ~~Principal-Contractor~~ as to; or
 - B. advise the Principal's Representative to direct the Contractor as to, reasonable steps the Contractor must take to avoid or minimise unintended or adverse environmental impacts; and
- (c) it must comply with the directions of ~~the Environmental Representative or~~ the Principal's Representative as contemplated by clause 9.6(b)(iv); and
- (d) it bears the full risk of complying with any directions given by ~~the Environmental Representative or~~ the Principal's Representative as contemplated by clause 9.6(c) and none of the Principal, the Principal's Representative or the Environmental Representative will be liable upon any Claim arising out or in any way in connection with such directions.

35. Clause 9.10 is amended as follows:

The Contractor authorises the Principal, its employees and agents to make information concerning the Contractor (including any information provided under clause 9.11) available to TfNSW and NSW government departments or agencies. Such information may include, but

need not be limited to, any information provided by the Contractor to the Principal and any information relating to the Contractor's performance under this Contract.

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

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

36. Clause 9.18(b) is amended as follows:

- (b) If the Principal requires the Contractor to attend and participate in any meeting contemplated by clause 9.18(a), the Principal's Representative must provide the Contractor with at least ~~840~~ Business Days prior written notice of any such meeting.

37. Clause 10.2(b)(i) is amended as follows:

- (b) submit the Contractor's Program to the Principal's Representative for its review in accordance with clause 9.8 within the earlier of:
 - (i) 20 Business Days of the date ~~of this Contract~~ this Contract is novated to the TSE Contractor; or

38. Clause 10.6(a) is amended as follows:

- (a) If the Contractor is, or will be, delayed on or prior to the Date for Completion of the Contractor's Activities or a Portion, by reason of:
 - (i) an act or omission of the Principal or the Principal's Representative that is not permitted by the Contract or caused or contributed to by the Contractor (including any breach of Contract);
 - (ii) Changes directed by the Principal (but not including Contractor initiated Changes);
 - (iii) a court or tribunal order, or a direction by the Principal or the Principal's Representative to the Contractor, to suspend or cease performing its obligations under this deed as a result of a legal challenge as described in clause 2.4, except to the extent the legal challenge is initiated or upheld due to the Contractor's negligent act or omission or non-compliance with its obligations under this deed—a legal challenge to an Authority Approval as a direct result of an Authority order, court order or direction by the Principal or the Principal's Representative in accordance with clause 2.4;
 - (iv) Force Majeure Events;

- (v) a Change in Law;
- (vi) the discovery of an Artefact to the extent that the discovery of that Artefact results in the Contractor being directed, ordered or required by the Principal's Representative, an Authority, a court or tribunal or by Law to suspend or cease to perform the Contractor's Activities for more than 10 days in aggregate (for each discovery of an Artefact);
- (vii) not used;
- (viii) a strike that is industry-wide and not specific to the Contractor, the Site or the Contractor's Activities;
- (ix) the Contractor is directed by the Principal to suspend its activities unless the direction to suspend is a result of the Contractor's failure to perform its obligations in accordance with this Contract or required for safety reasons;
- (x) finalisation of a Third Party Agreement or execution of an Additional Third Party Agreement in accordance with clause 2.11(e);
- (xi) the Contractor failing to obtain access to an Adjoining Property (provided the Contractor is not in breach of its obligations in clauses 2.11 and 2.12); or
- (xii) the Existing Operations of the Nominated Interface Contractor on the Site extend beyond the date for completion specified in Schedule E6,

in a manner that will prevent it from achieving Completion of the Contractor's Activities or the Portion by the relevant Date for Completion, the Contractor may claim an extension of time to the relevant Date for Completion.

39. Clause 10.7 is amended as follows:

To claim an extension of time the Contractor must:

- (a) within 8 Business Days of first becoming aware of (or when it ought reasonably to have first become aware of) within 14 days of the commencement of the occurrence causing the delay, submit a written claim to the Principal's Representative for an extension of time to the relevant Date for Completion, which:
 - (i) gives detailed particulars of the:
 - A. delay and the occurrence causing the delay; and
 - B. activities that are critical to the maintenance of progress in the execution of the Contractor's Activities; and
 - (ii) states the number of days for which the extension of time is claimed together with the basis of calculating that period, including evidence that the:
 - A. conditions precedent to an extension of time in clause 10.8 have been met; and

- B. occurrence will delay it in achieving Completion in the manner described in clause 10.6; and
- (b) if the effects of the delay continue beyond the period of 10 Business Days-14 days after the commencement of the occurrence causing the delay and the Contractor wishes to claim an extension of time in respect of the further delay, submit a further written claim to the Principal's Representative:
- (i) every 8 Business Days-14 days after the first written claim, or such other period as may be approved by the Principal's Representative in writing, until after the end of the effects of the delay; and
- (ii) containing the information required by clause 10.7(a).

The Principal's Representative may, within 20 Business Days-14 days of receiving the Contractor's claim or further claim for an extension of time for Completion, by written notice to the Contractor, request additional information in relation to the claim or further claim. The Contractor must, within 8 Business Days-14 days of receiving such request, provide the Principal's Representative with the information requested.

40. Clause 10.9 is amended as follows:

Subject to clause 10.10, if the conditions precedent in clause 10.8 have been satisfied, the relevant Date for Completion will be extended by a reasonable period determined by the Principal's Representative, and notified to ~~TfNSW-the Principal~~ and the Contractor within 25 Business Days-28 days after the latest of the:

- (a) Contractor's written claim under clause 10.7; and
- (b) provision by the Contractor of any additional information regarding the claim required under clause 10.7.

A failure of the Principal's Representative to grant a reasonable extension of time to any Date for Completion or to grant an extension of time to any Date for Completion within the relevant 25 Business Days-28 day period will not cause an affected Date for Completion to be set at large, but nothing in this clause will prejudice any right of the Contractor to damages.

41. Clause 11.4(a) is amended as follows:

- (a) Where, pursuant to clause 11.3(d), the Principal's Representative sets out in a payment statement an amount payable by the Principal to the Contractor, subject to clauses 11.1, 11.2, 11.6, 11.8, 14.3, 14.7(a) and 17.2, the Principal must, within 30-15 Business Days of receipt of the payment claim to which the payment statement relates pay the Contractor the amount set out in the payment statement referred to in clause 11.3.

42. Clause 13.1(a) is amended as follows:

Except where it arises from an Excepted Risk, and without limiting the generality of the Contractor's obligations, the Contractor:

- (a) from and including the earlier of the date of commencement of the Contractor's Activities and the date on which the Contractor is given access to the Site, or a part of the Site, until the date this Contract is novated to the TSE Contractor, will: 4:00pm on the Date of Completion of the Contractor's Activities or the last Portion to reach Completion will:

43. Insert a new clause 15A as follows:

15A. Common Disputes

- (a) The parties acknowledge and agree that:
- (i) a dispute under:
- (A) this Contract may be concerned with issues that are the same or similar to issues that arise between the Principal and TfNSW under the TSE Contract; and
- (B) the TSE Contract may be concerned with issues that are the same or similar to issues that arise between the parties to this Contract,
- (either of which is a Common Dispute); and
- (ii) all Common Disputes must be conclusively resolved or determined in accordance with the dispute resolution process contained in the TSE Contract.
- (b) If the Principal considers that a Common Dispute has arisen, the Principal may issue written notice to the Contractor.
- (c) Where the Principal issues a notice under clause 15A(b):
- (i) clauses 15.1 to 15.11 will not apply in relation to the Common Dispute that is the subject of the Principal's notice;
- (ii) the Common Dispute must not be progressed under the dispute resolution process contained in this Contract;
- (iii) the Common Dispute must be conclusively resolved or determined in accordance with the dispute resolution process contained in the TSE Contract; and
- (iv) the Principal must diligently pursue the Common Dispute under the TSE Contract.
- (d) In respect of any Common Dispute:
- (i) the Principal and the Contractor will be bound by the resolution or determination of the Common Dispute under the TSE Contract to the extent that the resolution or determination affects the Contractor's rights and obligations under this Contract without the need for a separate determination under this Contract;

- (ii) the Contractor's entitlement to receive compensation from the Principal (whether monetary or in any other form), and the Principal's liability to provide compensation to the Contractor (whether monetary or in any other form), will only arise at the time the relevant Common Dispute is resolved or determined under the TSE Contract;
- (iii) the Principal and the Contractor must act in good faith and cooperate with each other in relation to the resolution of the Common Dispute in accordance with the dispute resolution process contained in the TSE Contract to the extent that such cooperation is reasonably required to enable the Common Dispute to be diligently pursued by the Principal and resolved promptly in accordance with the dispute resolution process contained in the TSE Contract;
- (iv) the Principal must consult with the Contractor and provide the Contractor:
 - (A) updates on the status of the Common Dispute;
 - (B) with copies of all relevant documents and information relevant to the dispute resolution procedure under the TSE Contract; and
 - (C) an opportunity to attend, make written submissions, observe and participate (via the Principal or otherwise) in the dispute resolution procedure under the TSE Contract;
- (v) the Contractor must provide the Principal with all information, documents and access to and assistance by employees of the Contractor and its subcontractors as reasonably requested by the Principal for the conduct of the dispute resolution process under the TSE Contract; and
- (vi) the Principal must not agree to a resolution or settlement of any Common Dispute under the TSE Contract in circumstances where the Contractor's rights or obligations under this Contract are affected without the prior written consent of the Contractor (which consent must not be unreasonably withheld or delayed).

44. Clause 18.4(a) and (b) are amended as follows:

- (a) Within 105 Business Days after receipt of a written notice referred to in clause 18.3(a), the Principal's Representative may notify the Contractor in writing that the Principal wishes to temporarily waive the requirements of clause 18.1(b) or 18.3(c) in relation to the proposed Claim that is the subject of the Contractor's notice.
- (b) If the Principal's Representative issues a notice under clause 18.4(a), the parties must within 52 Business Days (or such longer period agreed between the parties) meet to discuss the proposed Claim and seek to agree:

45. Schedule A1. Contract Particulars are amended as follows:

- (a) **Principal's Representative:** [REDACTED] *[insert details]*
(Clause 1.1) Senior Project Manager
Sydney Metro City & Southwest

- (b) The principal contractor under the WHS legislation is: Principal-Contractor
(Clause 4.7)
- (c) Time for written Claims: 1520 Business Days
(Clauses 18.1(b) and 18.3(c))

46. Schedule A9. Form of Subcontractor Deed is amended as follows:

Schedule A9. Form of Subcontractor Deed

(Clause 2.2(e)(iv))

THIS DEED POLL is made on, 20..... by
 ACN..... of
 (the "**Subcontractor**").

RECITALS:

- A. Transport for NSW (ABN 18 804 239 602) of 22 Giffnock Avenue, Macquarie Park NSW 2113 (~~the "TfNSWPrincipal"~~) ~~has~~ entered into a contract ("**Demolition Contract**") with [] ("**Contractor**") on [insert date] to undertake [] ("**Contractor's Activities**").
- B. On [insert date], TfNSW, the Contractor and [] ("**Principal**") entered into a Novation Deed.
- C. The Subcontractor has an agreement (the "**Subcontract**") with the Contractor for the execution and completion of the [] (the "**Subcontract Works**") for the Contractor's Activities.
- D. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll.

THIS DEED WITNESSES THAT THE SUBCONTRACTOR HEREBY COVENANTS, WARRANTS AND AGREES with and for the benefit of the persons named in the Schedule as follows:

- 1. The Subcontractor will comply with its obligations under the Subcontract and upon completion of the Works, the Subcontract Works will satisfy the requirements of the Subcontract.
- 2. The persons named in the Schedule may assign or charge the benefits and rights accrued under this Deed Poll.
- 3. The Subcontractor:
 - (a) must if required by a written notice by the Principal to sign a deed in the form of the attached Deed of Novation (Attachment 1) with such substitute contractor as the Principal may nominate; and

(b) for this purpose irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars in and sign the attached Deed of Novation.

4. This Deed Poll is governed by the laws of the State of New South Wales.
5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.
6. The Subcontractor's liability in respect of a breach of a particular obligation under this Deed Poll will be reduced to the extent to which the Subcontractor has already paid money to or performed work for the Contractor in respect of that breach.

PERSONS NAMED IN THE SCHEDULE TO THE DEED POLL

[insert TSE Contractor details] ("Principal")-Transport for NSW (ABN 18 804 239 602)

EXECUTED AS A DEED POLL.

Executed by *[insert name]* (ABN *[insert ABN]*) by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Attachment 1 (to Schedule A9)

THIS DEED OF NOVATION is made on [] 20[] between the following parties:

1. [] ("**Substitute Contractor**")
2. [] ("**Original Contractor**")
3. [] ("**Subcontractor**").

RECITALS:

A. By deed dated [] (the "**Deed**") between:

(i) [insert TSE Contractor details] Transport for NSW (ABN 18 804 239 602) of 22 Giffnock Avenue, Macquarie Park NSW 2113 (the "**Principal**"); and

(ii) Original Contractor,

the Principal engaged the Original Contractor to undertake the Contractor's Activities (as defined in the Deed).

B. The Original Contractor has entered into an agreement ("**Subcontract**") with the Subcontractor for the execution and completion of the [] ("**Subcontract Works**") as part of the Contractor's Activities.

C. The Principal has terminated the Deed and has engaged Substitute Contractor to complete the Contractor's Activities.

D. The Principal and Substitute Contractor wish to effect a novation of the Subcontract.

THIS DEED WITNESSES that in consideration, among other things, of the mutual promises contained in this deed, the parties agree:

1. Substitute Contractor must perform all of the obligations of the Original Contractor under the Subcontract which are not performed at the date of this deed. Substitute Contractor is bound by the Subcontract as if it had originally been named in the Subcontract in place of Original Contractor.
2. The Subcontractor must perform its obligations under, and be bound by, the Subcontract as if Substitute Contractor was originally named in the Subcontract in place of Original Contractor.
3. This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

EXECUTED by the parties as a deed:

[insert appropriate execution clauses]

47. Schedule A12. Form of Other Contractor Deed Poll is amended as follows:

Schedule A12. Not Used Form of Other Contractor Deed Poll

(Clause 7.4)

This Deed Poll made the _____ day of _____ 20_____

In favour of: **[insert details]** (ABN **[insert details]**) of **[insert details]** ("**Contractor**") and

Transport for NSW (ABN 18 804 239 602) of 22 Giffnock Avenue, Macquarie Park
NSW 2113 ("**Principal**")

Given by: **[insert details]** (ABN **[insert details]**) of **[insert details]**

("Other Contractor")

Recitals

- A. By a contract dated **[insert date]** ("**Contract**") between the Principal and the Contractor, the Contractor agreed to undertake certain activities ("**Contractor's Activities**"), on 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 Contractor's Activities and the Other Contractor Works are a 'construction project' within the meaning of the WHS Legislation;
- D. Under the Contract, the Principal engaged the Contractor as principal contractor and authorised the Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project;
- E. Under the provisions of the Contract, the Principal is required to procure the provision of this Deed Poll from each Other Contractor that undertakes Other Contractor Works (as that term is defined in the Contract);

This Deed Poll Provides

1. In consideration of the Contractor accepting this Deed Poll, the Other Contractor agrees that
- (a) the Other Contractor, its subcontractors and their respective personnel while they are on the Site, will comply with Site safety regulations, any Site rules or regulations and with all directions of the Contractor with respect to work health and safety;
- (b) the Other Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the Contractor so that the Contractor discharges its obligations as principal contractor;

- ~~(c) the Other Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Contractor, the Principal and all other persons who have a work health and safety duty in relation to the same matter;~~
- ~~(d) the Other Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the Contractor while on Site;~~
- ~~(e) the Contractor may exclude the Other Contractor, any of its subcontractors and their respective personnel from the Site for work health and safety reasons;~~
- ~~(f) the Contractor may direct the Other Contractor, any of its subcontractors and their respective personnel to perform or not perform certain acts for work health and safety reasons;~~
- ~~(g) where high risk construction work is to be carried out in the performance of the Other Contractor Works, the Other Contractor must:
 - ~~(i) prepare a safe work method statement that complies with all requirements of the WHS Legislation;~~
 - ~~(ii) provide a copy of the safe work method statement to the Principal and the Contractor prior to the commencement of high risk construction work;~~
 - ~~(iii) review and revise the safe work method statement in accordance with the WHS Legislation;~~
 - ~~(iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and~~
 - ~~(v) where so directed by the Contractor, suspend the performance of any high risk construction work;~~~~
- ~~(h) the Other Contractor shall in carrying out the work under the Other Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and~~
- ~~(i) in its contracts with subcontractors, the Other Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Other Contractor under this Deed Poll.~~

~~2. The Other Contractor indemnifies the Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Contractor as a result of:~~

- ~~(a) any failure by the Other Contractor to comply with any direction given by the Contractor in accordance with this Deed Poll; or~~
- ~~(b) any breach by the Other Contractor, any of its subcontractors or their respective personnel of:
 - ~~(i) their respective contractual or legislative work health and safety obligations;~~
~~or~~
 - ~~(ii) the provisions of this Deed Poll.~~~~



~~3. This Deed Poll will be governed by and construed in accordance with the law for the time being of New South Wales.~~

~~Executed as a Deed Poll:~~

~~Executed by [Other Contractor] by or in the presence of:~~

~~Signature of Director~~

~~Signature of Secretary/other Director~~

~~Name of Director in full~~

~~Name of Secretary/other Director in full~~

48. Schedule A13. Consultant Deed of Covenant is amended as follows:

Schedule A13. Consultant Deed of Covenant

(Clause 2.2(e)(ii))

This deed poll is made the _____ day of _____ 20____

To: ~~[insert TSE Contractor details]Transport for NSW (ABN 18 804 239 602) of 22 Giffnock Avenue, Macquarie Park NSW 2113 (the "Principal")~~

By: [_____] ("Consultant")

Recitals

- A. The Principal has engaged [_____] ("**Contractor**") to carry out certain activities for the Principal by a contract dated [_____] ("**Contract**").
- B. The Contractor has engaged the Consultant by agreement dated [_____] ("**Subcontract**") to carry out the professional services to be performed under the Subcontract ("**Professional Services**") for the purposes of the performance of the Contractor's obligations under the Contract as they relate those design services.
- C. Under the Contract, the Contractor is required to procure the Consultant to execute this deed poll in favour of the Principal.

Operative

1. Duty of Care

(a) The Consultant:

(i) warrants to the Principal that:

- 1) in performing the Professional Services, it will exercise the standard of skill, care and diligence that would be expected of a consultant experienced in and expert in the provision of the type of professional services required by the Principal;
- 2) the Professional Services will be fit for the intended purposes disclosed in or reasonably able to be inferred from the SWTC, which is an annexure to the Contract; and
- 3) the Professional Services do not and will not infringe any patent, registered design, trademark or name, copyright or other protected right;

(ii) acknowledges that:

- 1) in performing the Professional Services it will owe a duty of care to the Principal; and

- 2) it is aware that the Principal will be relying upon the skill and judgment of the Consultant in performing the Professional Services and the warranties given by the Consultant in this deed poll; and
- (iii) must act in good faith and in the best interests of the Principal and promptly advise the Principal about any matter in which the Consultant has been instructed by the Contractor to provide the Professional Services in a manner which is, or may result in an outcome which is, not in accordance with the requirements of the Contract, including without limitation:
 - 1) where the Contractor's instructions in relation to design are not consistent with the Contract or may result in the Works not being fit for their intended purpose; or
 - 2) where the Contractor's instructions require the Consultant to issue a certificate where the conditions for the issue of that certificate under the Contract have not been satisfied.
- (b) The Consultant must:
- (i) fully cooperate with each other consultant and contractor engaged by the Principal ("**Other Contractor**");
 - (ii) carefully coordinate and integrate the Professional Services with the services and work carried out by each Other Contractor;
 - (iii) carry out the Professional Services so as to minimise any interfering with, disrupting or delaying, the services and work carried out by each Other Contractor;
 - (iv) without limitation, provide whatever advice, support and cooperation is reasonable to facilitate the due carrying out of the services and work being provided by each Other Contractor;
 - (v) ensure title to and intellectual property (including any patent, registered design, trademark or name, copyright or other protected right) in or in relation to the Professional Services will vest upon its creation for the purposes of the Contract in the Principal;
 - (vi) obtain an assignment to the Principal from any third party who owns any intellectual property right in the Professional Services;
 - (vii) if any intellectual property rights in or in relation to documents, designs and computer programs created for the purposes of the Contract is not capable of being vested in the Principal because the Consultant itself does not own, and is unable at a reasonable cost to obtain ownership of, those rights, provide to the Principal an irrevocable licence to use that Intellectual Property, by sub-licence from the Consultant or direct licence from a third party; and

- (viii) ensure that the intellectual property created for the purposes of the Contract is not used, adapted or reproduced other than for the purposes of the Contract without the prior written approval of the Principal (which will not be unreasonably withheld, but may be given subject to terms and conditions).
- (c) The Consultant must indemnify the Principal from and against:
 - (i) any liability to or claim by any other person; and
 - (ii) all claims against, and costs, expenses, losses and damages, suffered or incurred by the Principal arising out of, or in any way in connection with:
 - (iii) the Consultant's breach of a term of, or warranty under, this deed poll; or
 - (iv) any actual or alleged infringement of any patent, registered design, trademark or name, copyright or other protected right.

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: **[Insert details] c/o 22 Giffnock Avenue
MACQUARIE PARK NSW 2113**
 - (ii) to the Consultant: **[Insert details]**
- (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 2.1, which is not a Saturday, Sunday or public holiday in New South Wales.
- (d) If the Consultant is a foreign company (as defined in the *Corporations Act*), the Consultant must within 14 days of the date of this deed poll:
 - (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed poll; and
 - (ii) obtain the process agent's consent to the appointment.

The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent.

3. Miscellaneous

- (a) This deed poll will be construed in accordance with the law of the State of New South Wales and the Consultant irrevocably submits to the jurisdiction of the Courts of that State.
- (b) This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.



Schedule

[INSERT DESCRIPTION OF PROFESSIONAL SERVICES] as more particularly described in the Subcontract.

Executed as a deed poll.

Signed Sealed and Delivered)

by the Consultant)

.....

[] by or in the presence of:)

(Signature)

.....
(Signature of Witness)

.....
(Name of Witness in Full)

49. Insert a new Schedule A24. Designer's Deed of Covenant as follows:

Schedule A24. Designer's Deed of Covenant

(Clause 5.10)

TO: Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee St, Chippendale NSW 2008
(**Beneficiary**)

BACKGROUND

- A. Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee St, Chippendale NSW 2008 has engaged [] (ABN []) of [] (**TSE Contractor**) to carry out certain works on its behalf by a deed dated [] (**Deed**).
- B. The TSE Contractor has engaged [] (**Designer**) under a deed dated [] (**Design Work Deed**) to carry out the design work specified in the Schedule for the purposes of its obligations under the Deed (**Design Work**).
- C. Under the Deed the TSE Contractor is required to procure the Designer to execute this deed poll in favour of the Beneficiary.

OPERATIVE

1. DUTY OF CARE

The Designer warrants to the Beneficiary that in performing the Design Work and in providing any certificate under clause 12.3(h) of the Deed:

- (a) it will owe a duty of care to the Beneficiary;
- (b) it will exercise reasonable skill and care; and
- (c) it is aware that the Beneficiary will be relying upon the skill and judgement of the Designer in performing the Design Work.

2. GOVERNING LAW AND JURISDICTION

This deed poll will be governed by and construed in accordance with the laws of the State of New South Wales and the Designer hereby submits to the non-exclusive jurisdiction of the courts of that State and any courts that may hear appeals from any of those courts, for any proceedings in connection with this deed poll, and waives any right it might have to claim that those courts are an inconvenient forum.

3. LIMITATION OF LIABILITY

- (a) Subject to paragraph (b), the aggregate of the Designer's liability to the Beneficiary under this deed poll and the Designer's liability to the TSE Contractor under the Design Work Deed will not exceed the liability that the Designer would have had

under the Design Work Deed if the Design Work Deed had of named, in place of the TSE Contractor, the Beneficiary and the TSE Contractor jointly and severally.

- (b) Paragraph (a) does not limit the Designer's liability:
 - (i) in respect of any liability that:
 - (A) cannot be limited at Law; or
 - (B) is due to the Designer's fraud, wilful misconduct or criminal conduct; or
 - (ii) to the extent that (ignoring the application of paragraph (a)), the Designer is entitled to be indemnified for that liability under a policy of insurance or would have been entitled to be indemnified for that liability under a policy of insurance but for any act or omission of the Designer.

SCHEDULE

Design of Temporary Works as set out in the Demolition Contract dated [*insert date of execution*]

EXECUTED as a deed poll.

50. Insert a new Schedule A25. Deed of Novation – Subcontractors as follows:

Schedule A25. Deed of Novation – Subcontracts

(Clause 2.2(j))

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 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 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 will 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 will comply with the terms of the Contract as amended by this deed, and will 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

51. Schedule B6. Property Owner's Certificate is amended as follows:

Schedule B6. Property Owner's Certificate

(Clause 3.4(b)(iii)B)

This deed poll is made the _____ day of _____ 20

To: Transport for NSW (ABN 18 804 239 602) of 22 Giffnock Avenue, Macquarie Park NSW 2113 ("TfNSW-Principal"); and

[insert] ("Principal") [Note: TSE Contractor details to be included prior to execution]

By: [_____].

Property Address:

1. I/We confirm that the following works has been carried out and completed on my/our property to my/our satisfaction:

[Insert description of works on property and property]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

3. I/We release TfNSW and the Principal from all claims and actions which I/we may have arising out of or in connection with the works referred to in paragraph 1.

4. This deed poll may not be revoked or otherwise modified without the prior written consent of TfNSW and the Principal.

Executed as a deed poll.

Signed sealed and delivered
by _____
of: _____
in the presence

Signature

Signature of Witness

Name of Witness in full

52. Schedule E3. Project Planning Approval and Conditions is amended as follows:

Schedule E3. Project Planning Approval and Conditions

(Clauses 1.1 and 2.3(c)(i))

The Planning Approval has been obtained by ~~TfNSW the Principal~~.

Insofar as they are applicable to the Contractor's Activities, the Contractor acknowledges that under the TSE Contract the Principal must fulfil all the conditions and requirements of the Planning Approval and Mitigation Measures, as if it were ~~TfNSW the Principal~~, except to the extent that the following tables identify ~~TfNSW the Principal~~ will retain these obligations. Nothing specified as being a responsibility of ~~TfNSW the Principal~~ will relieve the ~~Principal Contractor~~ from complying with any obligation set out elsewhere in the TSE Contract. The Contractor must:

- (a) provide all reasonable assistance to the Principal in order for the Principal to satisfy these obligations under the TSE Contract, to the extent that the such obligations relate to the Contractor's Activities; and
- (b) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach of the Principal of its obligations under the TSE Contract. ~~The Contractor may apply to have any part of any of the Approvals or Mitigation Measures listed below modified. The Contractor acknowledges and agrees that it is solely responsible for any such modification.~~

Part A Planning Approval (based upon Conditions of Approval dated 9 January 2017)

The Conditions of Approval are set out in Attachment 1 to this Schedule E3. Table 1 below sets out the allocation of obligations in respect of the Conditions of Approval. A capitalised term in the table below has the meaning attributed to that term in the Conditions of Approval set out in Attachment 1 to Schedule E3. All references to the Principal in this Part A should be read as TfNSW.

The parties acknowledge and agree that in Planning Approval condition number A39 the references to condition numbers A35 and A36 should be read as references to condition numbers A37 and A38 respectively.

Table 1 Allocation of obligations for Conditions of Approval

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
A1	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A2	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A4	The Principal will comply with this condition with respect to all works except the Contractor's Activities.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
	Contractor's Activities.
A5	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
A7	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A8	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
A9	The 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 Contractor, to the Secretary.
A10	The Principal will comply with this condition
A12	The Principal will prepare and submit to the Secretary a Staging Report. The Contractor will be provided this report, notified of the date of the submission to the Secretary, and notified whether or not their works commence the first stage as detailed in the report.
A13	The Principal will comply with this condition.
A14	The Principal will comply with this condition.
A15	The Principal will comply with this condition.
A21	The Principal will comply with this condition.
A22	The Principal will engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced ER. The Principal will be the single point of contact with the Secretary and provide the Contractor with the date the submission for approval is made, or any other timeframe relevant to this condition.
A23	The Principal will seek the approval of the ER with respect to the Demolition works and notify the Contractor of the approval date.
A24	The Principal and the Contractor will facilitate any actions necessary for the ER to carry out its obligations under this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
A25	The Principal will engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Acoustic Advisor. The Principal will be the single point of contact with the Secretary and provide the Contractor with the date the submission for approval is made, or any other timeframe relevant to this condition.
A27	The Principal and the Contractor will facilitate any actions necessary for the Acoustics Advisor to carry out its obligations under this condition.
A28	The Principal will comply with this condition.
A29	The Principal will prepare and submit the Compliance Tracking Program to the Secretary and provide the Contractor with the date of this submission, or any other timeframe relevant to this condition.
A30	The Principal will lead the implementation of the Compliance Tracking Program (except where the program specifies the Contractor is responsible for internal surveillance activities) and be the single point of contact with the Secretary.
A31	The Principal will co-ordinate with the Contractor on the preparation of the Pre-Construction Compliance Report and be the single point of contact with the Secretary. The Principal will provide the Contractor with the date the report is submitted to the Secretary, or any other timeframe relevant to this condition. The contractor will provide any information required under the CTP and participate in any of the activities necessary under the CTP.
A32	The Principal will comply with this condition.
A33	The Principal will notify the Contractor of the Pre-Construction Compliance Report Approval once it is received from the Secretary.
A34	The Principal will co-ordinate with the Contractor on the preparation of the Pre-Construction Compliance Report and be the single point of contact with the Secretary.
A35	The Principal will comply with this condition.
A36	The Principal will comply with this condition.
A37	The Principal will provide the Contractor with the date the Environmental Audit Program is submitted to the Secretary, or any other timeframe relevant to this condition.
A39	The Principal will participate with the Contractor in any independent environmental audits on the Contractors activities.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
A40	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
A41	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
A44	The Principal will comply with this condition, only in relation to the provision of information to the Secretary, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
B1	The Principal will comply with this condition.
B2	The Principal will comply with this condition.
B3	To the extent that the Contractor must not commence construction until the relevant timeframe has elapsed.
B6	The Principal will comply with this condition.
B7	The Principal will comply with this condition.
B8	The Principal will comply with this condition.
B9	The Principal will comply with this condition.
B10	The Principal will comply with this condition.
B11	The Principal will comply with this condition.
B12	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
B13	The Contractor must undertake any actions required by SMDO to satisfactorily address complaints, resolve disputes or mitigate against the occurrence of future complaints or disputes.
B14	The Principal will comply with this condition.
B15	The Principal will comply with this condition in relation to B15 (a), (b) and (c).
C3	The Principal will comply with this condition in relation to any sub plans not identified as applicable in the SMR E.
C6	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
C7	The Principal will submit the CEMP for approval to the Secretary..
C9	The Principal will comply with this condition in relation to C9 (b), (c) and (d).
C11	The Principal will comply with this condition in relation to the Blasting Monitoring Plan.
C13	The Principal will submit the Construction Monitoring Programs for approval to the Secretary.
C14	The Principal will notify the Contractor of the Construction Monitoring Programs approvals once they are received from the Secretary.
C16	The Principal will submit the Construction Monitoring Programs for approval to the Secretary.
D1	The Principal will comply with this condition.
D2	The Principal will comply with this condition.
D3	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
D4	The Principal will comply with this condition.
D5	The Principal will comply with this condition.
D6	The Principal will comply with this condition.
D7	The Principal will comply with this condition.
D8	The Principal will comply with this condition.
D9	The Principal will comply with this condition.
D10	The Principal will comply with this condition.
D11	The Principal will comply with this condition.
D12	The Principal will comply with this condition.
D13	The Principal will comply with this condition.
D14	The Principal will comply with this condition.
E1	The Principal will comply with this condition.
E6	The Principal will submit the Tree Report to the Secretary.
E7	The Principal will comply with this condition.
E8	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E9	The Principal will comply with this condition.
E11	The Principal will comply with this condition.
E12	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E13	The Principal will comply with this condition. The Contractor must provide safe access reasonably required to enable compliance with this condition.
E14	The Principal will comply with this condition. The Contractor must provide safe access reasonably required to enable compliance with this condition.
E15	<p>The Principal will, in conjunction with the Heritage Council of NSW and local councils, identify which items are to be salvaged and suitable repository locations. The Principal will advise the Contractor of items to be salvaged, by the Contractor and the location where salvaged items are to be delivered by the Contractor.</p> <p>The Principal will submit the written advice from the Heritage Council of NSW to the Secretary.</p>
E16	The Principal will comply with this condition. The Contractor must provide safe access reasonably required to enable compliance with this condition.
E17	The Principal will comply with this condition.
E18	The Principal will comply with this condition.
E19	The Principal will comply with this condition.
E20	The Contractor must notify the Principal immediately that an unexpected heritage find is discovered and must cease work in the affected area until the Principal notifies the Contractor that work may recommence. The Principal will comply with this condition in all other respects.
E21	The Principal will comply with this condition.
E22	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E23	The Principal will comply with this condition.
E24	The Principal will comply with this condition.
E25	The Principal will comply with this condition.
E26	The Principal will comply with this condition.
E27	The Principal will comply with this condition.
E28	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E29	The Principal will comply with this condition in relation to any notifications, relying on information in respect of the Works and the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
E32	The Principal will comply with this condition.
E33	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E35	The Principal will comply with this condition.
E36	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E40	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E41	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E42	The Principal will comply with this condition with respect to all works except the Contractor's Activities.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E43	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E44	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E45	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E47	The Principal will submit an out of hours work (OOHW) protocol for approval to the Secretary.
E48	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E49	The Principal will comply with this condition.
E50	The Principal will comply with this condition
E51	The Principal will comply with this condition.
E52	The Principal will comply with this condition.
E53	The Principal will comply with this condition.
E54	The Principal will comply with this condition.
E55	The Principal will comply with this condition.
E56	The Principal will comply with this condition.
E57	The Principal will comply with this condition.
E58	The Principal will comply with this condition with respect to all works except the Contractor's Activities.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E59	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E60	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E61	The Principal will comply with this condition.
E62	The Principal will comply with this condition except for referring unresolved disputes in relation to property impacts caused by the Contractor's Activities.
E63	The Principal will comply with this condition.
E64	The Principal will comply with this condition, relying on information in respect of the Contractor's Activities provided by the Contractor to the Principal. The Contractor must provide adequate information in a timely manner to enable the Principal to comply with this condition.
E66	The Principal will comply with this condition.
E67	The Principal will comply with this condition.
E68	The Principal will comply with this condition.
E69	The Principal will comply with this condition.
E70	The Principal will comply with this condition.
E71	The Principal will comply with this condition.
E72	The Principal will comply with this condition.
E73	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E74	The Principal will comply with this condition.
E75	The Principal will comply with this condition in relation to design and operation of the CSSI, and with respect to facilitating an improved level of service in relation to permanent and operational changes.
E76	The Principal will comply with this condition.
E77	The Principal will comply with this condition.
E78	The Principal will comply with this condition in respect to analysis and modelling of operational traffic and in relation to any incorporation into Interchange Access Plan(s).
E81	The Principal will prepare and submit the FCTMP. The contractor must comply with any relevant requirements of the FCTMP.
E82	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E83	The Principal will comply with this condition with respect to all works except the Contractor's Activities..
E84	The Principal will comply with this condition.
E85	The Principal will comply with this condition with respect to all works except the Contractor's Activities
E86	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E87	The Principal will comply with this condition.
E88	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E89	The Principal will comply with this condition with respect to all works except the Contractor's Activities.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E90	The Principal will comply with this condition.
E91	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E92	The Principal will comply with this condition.
E93	The Principal will comply with this condition.
E94	The Principal will comply with this condition.
E95	The Principal will comply with this condition.
E96	The Principal will comply with this condition.
E97	The Principal will comply with this condition.
E98	The Principal will comply with this condition.
E99	The Principal will comply with this condition with respect to all works except the Contractor's Activities.
E100	The Principal will comply with this condition.
E101	The Principal will comply with this condition.
E102	The Principal will comply with this condition.
E103	The Principal will comply with this condition.
E104	The Principal will comply with this condition.

Planning Approval Condition Number	Obligation of the Conditions of Approval retained by the Principal
E105	The Principal will comply with this condition.
E106	The Principal will comply with this condition with respect to all works except the Contractor's Activities
E107	The Principal will comply with this condition.
E108	The Principal will comply with this condition.
E109	The Principal will comply with this condition.

Part B - Mitigation Measures

The Mitigation Measures are set out in Attachment 2 to this Schedule E3. Table 2 below sets out the allocation of obligations in respect of the Mitigation Measures. [All references to the Principal in this Part B should be read as TfNSW.](#)

Table 2 Allocation of obligations of Mitigation Measures

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
T5	The Principal will comply with this condition.
T7	The Principal will retain obligations in relation Item 2 of this condition.
T16	The Principal will comply with this condition.
T17	The Principal will comply with this condition.
T18	The Principal will comply with this condition.
T20	The Principal will comply with this condition.
OpT1	The Principal will comply with this condition.
OpT2	The Principal will comply with this condition.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
OpT3	The Principal will comply with this condition.
OpT4	The Principal will comply with this condition.
OpT5	The Principal will comply with this condition.
NV1	The Principal will retain obligations in relation to Item 2 of this condition
NV5	The Principal will comply with this condition.
NV6	The Principal and the Contractor will facilitate any actions necessary for the Acoustics Advisor to carry out its obligations under this condition.
OpNV1	The Principal will comply with this condition.
OpNV2	The Principal will comply with this condition.
OpNV3	The Principal will comply with this condition.
BI1	The Principal will comply with this condition.
BI2	The Principal will comply with this condition.
NAH1	The Principal will comply with this condition except where the physical removal and transportation of heritage fabric is required.
NAH2	The Principal will comply with this condition except where mitigation measures are required to be implemented.
NAH3	The Principal will comply with this condition.
NAH4	The Principal will comply with this condition for all other sites except Central Station.
NAH5	The Principal will retain obligations in relation to the provision of storage for salvaged heritage fabric for reuse by future Contractors.
NAH6	The Principal will comply with this condition.
NAH7	The Principal will comply with this condition.
NAH8	The Principal will comply with this condition.
NAH9	The Principal will comply with this condition.
NAH10	The Principal will comply with this condition.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
NAH12	The Principal will comply with this condition.
NAH13	The Principal will comply with this condition.
NAH14	The Principal will comply with this condition.
NAH15	The Principal will comply with this condition.
NAH16	The Principal will comply with this condition.
NAH17	The Principal will comply with this condition.
NAH18	The Principal will comply with this condition.
AH1	The Principal will comply with this condition.
AH2	The Principal will comply with this condition.
AH3	The Principal will comply with this condition.
AH4	The Principal will comply with this condition.
AH5	The Principal will comply with this condition.
AH6	The Principal will comply with this condition.
LV7	The Principal will comply with this condition.
LV8	The Principal will comply with this condition.
LV9	The Principal will comply with this condition.
LV10	The Principal will comply with this condition.
LV11	The Principal will comply with this condition.
LV12	The Principal will comply with this condition.
LV13	The Principal will comply with this condition.
LV14	The Principal will retain obligations in relation to the provision of storage for salvaged sculptures for reinstatement by future Contractors.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
LV15	The Principal will retain the obligation to lead consultation with City of Sydney and the provision of a storage location.
LV16	The Principal will comply with this condition.
LV17	The Principal will comply with this condition.
LV19	The Principal will comply with this condition.
GWG1	The Principal will comply with this condition.
GWG2	The Principal will comply with this condition.
SCW1	The Principal will comply with this condition.
SCW4	The Principal will comply with this condition.
SCW5	The Principal will comply with this condition.
SCW6	The Principal will comply with this condition.
SCW7	The Principal will comply with this condition.
SO1	The Principal will comply with this condition.
SO2	The Principal will comply with this condition.
B2	The Principal will comply with this condition.
B4	The Principal will comply with this condition.
FH1	The Principal will comply with this condition.
FH2	The Principal will comply with this condition.
FH3	The Principal will comply with this condition.
FH4	The Principal will comply with this condition.
FH5	The Principal will comply with this condition.
FH6	The Principal will comply with this condition.

Mitigation Measure Number	Extent of Principal's responsibility for the Mitigation Measures
FH7	The Principal will comply with this condition.
FH8	The Principal will comply with this condition.
FH9	The Principal will comply with this condition.
FH10	The Principal will comply with this condition.
AQ9	The Principal will comply with this condition.
HR4	The Principal will comply with this condition.
HR5	The Principal will comply with this condition.
WM5	The Principal will comply with this condition
WR5	The Principal will comply with this condition.
SUS1	The Principal will comply with this condition.
SUS2	The Principal will comply with this condition.
SUS4	The Principal will comply with this condition.
SUS5	The Principal will comply with this condition.
SUS7	The Principal will comply with this condition.
SUS8	The Principal will comply with this condition.
SUS9	The Principal will comply with this condition.
SUS10	The Principal will comply with this condition.
CU1	The Principal will comply with this condition.

53. **Schedule E4.** Requirements of Third Party Agreements is amended as follows:

Schedule E4. Requirements of Third Party Agreements

(Clauses 1.1 and 2.11)

Note to Tenderers: Third Party Agreements are currently being agreed between the Principal and Adjoining Owners (specified in Schedule E7). Requirements of these Third Party Agreements (and any other agreements negotiated) will be set out in this Schedule E4 prior to execution of Contract.

Schedule E4 Part 1

No limitation on Contract

Nothing in this Schedule E4 limits the Principal's rights or affects the Contractor's obligations under any clause of this Contract.

Schedule E4 Part 2

Third Party Agreements

- (a) The Contractor acknowledges that ~~TfNSW the Principal~~ will enter into Third Party Agreements:
 - (i) in respect of Adjoining Properties set out in Schedule E7;
 - (ii) on terms similar to those set out in the Draft Adjoining Owner Deed in Schedule E5; and
 - (iii) containing the rights specified in Schedule E7.
- (b) The Contractor acknowledges that under the TSE Contract the Principal:
 - (i) must, in performing its obligations under the TSE Contract the Contractor's Activities, unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Third Party Agreements as if it were named as ~~TfNSW the Principal~~ in the Third Party Agreements and so as to ensure that ~~TfNSW the Principal~~ is able to fully meet its obligations under the Third Party Agreements or otherwise at Law except to the extent that the tables below, for each Third Party Agreement or Draft Third Party Agreement:
 - A. provide that ~~TfNSW the Principal~~ will comply with, satisfy, carry out and fulfil an obligation, condition or requirement; or
 - B. limits the Principal's Contractor's obligation in respect of that obligation, condition or requirement; and
 - (ii) must comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in this Schedule E4 that are additional to or more stringent or onerous than the conditions and requirements described in paragraph (b)(i) of this Schedule E4;

- (iii) must assist ~~TfNSW~~the Principal in any way that ~~TfNSW~~the Principal reasonably requires to enable ~~TfNSW~~the Principal to perform the obligations identified for ~~TfNSW~~the Principal to perform in Table 1 below;
 - (iv) may only exercise ~~TfNSW's~~the Principal's discretions or rights under any Third Party Agreement:
 - A. in accordance with this Part 2 of Schedule E4; or
 - B. otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed).
 - (v) may exercise ~~TfNSW's~~the Principal's rights to obtain access to an Adjoining Property under a Third Party Agreement for the purpose of carrying out its obligations under the TSE Contract the Contractor's Activities.
- (ba) The Contractor:
- (i) must provide all reasonable assistance to the Principal in order for the Principal to satisfy these obligations under the TSE Contract, to the extent that the such obligations relate to the Contractor's Activities; and
 - (ii) may exercise TfNSW's rights to obtain access to an Adjoining Property under a Third Party Agreement for the purposes of undertaking the Contractor's Activities, as directed by the TSE Contractor.
- (c) Where a Third Party Agreement provides for ~~TfNSW~~the Principal to provide a document, notice or information to a Third Party, the Contractor:
- (i) must not provide any such document, notice or information directly to the Third Party; 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 TfNSW for provision to the Third Party within the time period required by the Third Party Agreement.
- (d) The Contractor must, in carrying out the 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 Third Party Agreement or other requirements of the Third Party;
 - (ii) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by:
 - A. ~~TfNSW~~the Principal of its obligations to a Third Party under a Third Party Agreement or otherwise at law; or
 - B. the Principal under the TSE Contract; and
 - (iii) otherwise act consistently with the terms of the Third Party Agreement.

- (e) Whenever, pursuant to the terms of a Third Party Agreement, TfNSW the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to a Third Party then, subject to what is provided in this Schedule E4 and the other terms of this Contract, the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by TfNSW the Principal under each Third Party Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this Contract.
- (f) The Contractor acknowledges that to the extent that a Third Party Agreement contains a provision pursuant to which the relevant Third Party is stated to make no representation as to a state of affairs, the Contractor agrees that TfNSW and the Principal similarly makes no representation to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Third Party Agreement were set out fully in this Contract.
- (g) Nothing in the Third Party Agreements or this Schedule E4 limits TfNSW's rights or the Principal's rights or the Contractor's obligations in relation to Completion of any relevant Portion or the rectification of Defects under this Contract.
- (h) The Contractor must indemnify the Principal from and against any claim by any Third Party or third party or any liability of TfNSW or the Principal to any Third Party or third party arising out of or in any way in connection with any Third Party Agreement to the extent that the liability or claim is caused by, or arises out of, or in any way in connection with, the Contractor's Activities:
- (i) provided that the 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 Contractor will only be liable to the Principal for any liability arising out of clauses 19, 21.4 and 23 of a Third Party Agreement:
- (i) to the extent that the Principal incurs a liability to a Third Party arising out of or in connection with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the Contractor or its Subcontractors; or
 - (ii) where the Contractor would otherwise be liable to the Principal pursuant to a provision of this Contract in respect of the matter.
- (j) The Contractor:
- (i) bears the full risk of:
 - A. it complying with the obligations under this Schedule E4; and

- B. any acts or omissions of any Third Party or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
 - A. the risks referred to in clause (j)(i) of this Schedule E4; or
 - B. any acts or omissions of any Third Party or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.

Table 1 – Extent of TfNSW's Principal's Responsibilities for Third Party Agreements

All references to the Principal in this Table 1 should be read as TfNSW.

Clause	Extent of the Principal's Responsibilities for the clause specified
1.1 – Definition of "TfNSW's Representative"	The Principal will be responsible for appointing the TfNSW Representative.
3.3(c)	All, however, the Principal must not grant its consent to any works contemplated by this clause unless the Principal first obtains the Contractor's prior written consent (which must not be unreasonably withheld or delayed).
7.1(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
7.3	All
7.4	All, but the Contractor must notify the Principal in writing if it wishes to request an extension to the Licence Period.
7.5	All, except to the extent that: <ul style="list-style-type: none"> (a) the Licence Period is extended; and (b) an Additional Licence Fee becomes payable, due to delay for which the Contractor has not been granted an extension of time or due to a breach of contract by, a negligent act or omission of, or injury, death or damage caused by, the Contractor or its Subcontractors.
9.2(b)	The Principal retains responsibility for structural repairs and remediation under this clause except to the extent: <ul style="list-style-type: none"> (a) any structural repairs or remediation is required due to a breach of contract or negligent act or omission of the Contractor; or (b) the Contractor is directed to perform structural repairs or remediation as a Change.

Clause	Extent of the Principal's Responsibilities for the clause specified
10	All, however, the Principal must not grant its consent to any works contemplated by this clause unless the Principal first obtains the Contractor's prior written consent (which must not be unreasonably withheld or delayed).
13	All
15	All
16	The Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
19	All, except to the extent clause (i) of Part 2 of this Schedule E4 applies.
21.1	All
21.2	All
21.3	All
21.4	All, except to the extent clause (i) of Part 2 of this Schedule E4 applies.
21.5	All
22	All
23.1	All, except to the extent that interest becomes due and payable on an amount for which the Contractor is liable under clause (i) of Part 2 in this Schedule E4.
24.4	All



Executed and delivered as a Deed.

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

Director Signature

Director/Secretary Signature

Print Name

Print Name

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

Director Signature

Director/Secretary Signature

Print Name

Print Name

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

Director Signature

Director/Secretary Signature

Print Name

Print Name

PART B - ADMINISTRATIVE

Schedule B1. Contractor's Certificate of Design Compliance

(Clauses 5.3(b) and 11.6(a)(iii)B.)

CONTRACTOR'S CERTIFICATE OF DESIGN COMPLIANCE	
CONTRACTOR:	
<u>DESIGN PACKAGE</u>	DESCRIPTION
<i>(Attach schedule of work packages if insufficient space)</i>	
<p>I certify that the design for the packages or part thereof described above has been completed to the extent indicated above in accordance with the requirements of the Contract between the Principal and _____, and complies with the requirements of the Contract, subject to the register of outstanding minor design non-conformances and unresolved issues attached.</p> <p>I further certify that the attached compliance records as required by the Contract reflect the true status of the design packages.</p>	
SIGNATURE: _____ <i>(Contractor's Representative)</i>	SIGNATURE: _____ <i>(Contractor's Structural Engineer)</i>
SIGNATURE: _____ <i>(Independent Temporary Works Checker)</i>	
DATE: _____	DATE: _____

Schedule B2. Certificate of Compliance

(Clauses 7.1(c) and 11.6(a)(iii)B.)

CONTRACTOR'S CERTIFICATE OF COMPLIANCE	
CONTRACTOR:	
<u>CONTRACTOR'S ACTIVITIES</u>	<u>DESCRIPTION</u>
_____	_____
_____	_____
_____	_____
<i>(Attach schedule of work packages if insufficient space)</i>	
I certify that the procurement/carrying out of the Contractor's Activities or part thereof described above have been completed to the extent indicated above in accordance with the requirements of the Contract between the Principal and _____, and comply with the requirements of the Contract, subject to the register of outstanding minor non-conformance and unresolved issues attached.	
I further certify that the attached compliance records as required by the Contract reflect the true status of the work packages.	
NAME: _____	SIGNATURE: _____ DATE: / /
<i>(Contractor's Representative)</i>	

Schedule B3. Contractor's Certificate of Completion

(Clause 1.1 and Clause 12.3(c))

CONTRACTOR'S CERTIFICATE OF COMPLETION	
CONTRACTOR:	
Description of Portion or Contractor's Activities: _____ _____ _____	
I certify that the Completion of the above Portion/the Contractor's Activities has/have been achieved in accordance with the requirements of the Contract between the Principal and _____, complies with the requirements of the Contract, subject to the register of unresolved issues attached.	
I further certify that:	
(a) All Change Orders (including concessions) are listed in the attached compliance register.	
(b) All identified Defects (including any non-conformities but excluding Defects accepted as minor by the Principal) have been satisfactorily rectified and their documentation closed out.	
(c) All required documentation has been submitted.	
(d) All notices regarding system deficiencies have been satisfactorily closed out.	
I further certify that the attached compliance records as required by the Contract reflect the true status of the Portion/the Contractor's Activities.	
SIGNATURE: _____ (Contractor's Representative)	SIGNATURE: _____ (Contractor's Subcontractor/Designer)
DATE: _____	DATE: _____

Schedule B4. Contractor's Certificate of Final Completion

(Clause 12.8(d))

CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION

CONTRACTOR:

I hereby certify that Final Completion has been achieved by [the Contractor] in accordance with the requirements of the Deed (including all Change Orders detailed in (a) below) between the Principal and the Contractor.

I further certify that:

- (a) All Change Orders (including concessions) are listed in the attached compliance register.
- (b) All identified Defects (including any non-conformities) have been satisfactorily rectified and their documentation closed out.
- (c) All required documentation has been submitted.
- (d) All notices regarding system deficiencies have been satisfactorily closed out.

I further certify that the attached compliance records as required by the Deed reflect the true status of the Portion/the Works.

SIGNATURE: _____
(Contractor's Representative)

DATE: / /

Schedule B5. Statutory Declaration

(Clause 11.6(a)(iii)A.)

Statutory Declaration	<i>Oaths Act (NSW) Ninth Schedule</i>								
<p>I,</p> <p>of</p> <p>do solemnly and sincerely declare that:</p> <p>1. I am the representative of:</p> <p>.....</p> <p>("the Contractor")</p> <p>in the Office Bearer capacity of:</p> <p>.....</p> <p>2. The Contractor has a contract with the [.....]:</p> <p>.....</p> <p>("the Contract")</p> <p>3. I personally know the facts which I have set out in this declaration.</p> <p>4. All employees who have at any time been engaged by the Contractor for work done under the Contract:</p> <p style="margin-left: 20px;">a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and</p> <p style="margin-left: 20px;">b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,</p> <p style="margin-left: 20px;">with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</p> <table style="margin-left: 20px; width: 80%;"> <thead> <tr> <th style="text-align: left;">Employee:</th> <th style="text-align: left;">Amount unpaid or not accrued:</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td></tr> </tbody> </table> <p>5. Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).</p> <p>5A. Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.</p> <p>7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.</p>	Employee:	Amount unpaid or not accrued:	
Employee:	Amount unpaid or not accrued:								
.....								
.....								
.....								

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

- (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and
- (b) that all their employees and subcontractors, as at the date of the making of such a declaration:
 - i) have been paid all remuneration and benefits due and payable to them by; or
 - ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and

- (c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued, except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor:	Due amount unpaid:
.....
.....
.....

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

NOTES: Employee, subcontractor or supplier:	Amount unpaid or not accrued:
.....
.....
.....

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.

10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.

11. Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-Roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:

- (a) under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;
- (b) under section 18(6) of schedule 2 of part 5 of the Pay-Roll Tax Act 2007 in the form and providing the detail required by that legislation; and
- (c) under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.

12. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.

13. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:

- (a) given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Pay-Roll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and
- (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

14. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at on
(place) (day) (month) (year)

(Signature of Declarant)

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

And as a witness, I certify the following matters concerning the person who made this declaration
(**declarant**):

[*strike out the text that does not apply]

1. *I saw the face of the declarant.

OR

*I did not see the face of the declarant because the declarant was wearing a face covering,
but I am satisfied that the declarant had a special justification for not removing the
covering.

2. *I have known the declarant for at least 12 months.

OR

*I confirmed the declarant's identity using the following identification document:

Identification document relied on
(may be original or certified copy)

Signature of person before whom the declaration is made

Before me:

.....
(Signature of person before whom the declaration is made)

.....
(Name of the person before whom the declaration is made)

.....
(Title* of the person before whom the declaration is made)

* The declaration must be made before one of the following persons:

- where the declaration is sworn within the State of New South Wales:

- (i) a justice of the peace of the State of New South Wales;
- (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or
- (iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:

- (i) a notary public; or
- (ii) any person having authority to administer an oath in that place.

Annexure A

Supporting statement by head contractor regarding payment to subcontractors

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms “principal”, “head contractor”, “subcontractor”, and “construction contract” have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

Head contractor: *[business name of head contractor]*
ABN: *[ABN]*

* 1. has entered into a contract with: *[business name of subcontractor]*

ABN: *[ABN]*

Contract number/identifier: *[contract number/identifier]*

OR

* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

* *[Delete whichever of the above does not apply]*

This statement applies for work between *[start date]* and *[end date]* inclusive (the construction work concerned), subject of the payment claim dated *[date]*.

I, *[full name]*, being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: Date:

Full name: Position/Title:

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number / identifier	Date of works (period)	Date of payment claim (head contractor claim)

Annexure B

SUBCONTRACTOR'S STATEMENT

**REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION
(Note 1 - see back of form)**

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:.....
(Business name of principal contractor) (Note 2)

Contract number/identifier (Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive, (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../.....(Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)
- (f) Signature Full name.....
- (g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.
A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.
Section 127(6) of the *Industrial Relations Act 1996* defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*'
Section 127(11) of the *Industrial Relations Act 1996* states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

Schedule B6. Property Owner's Certificate

(Clause 3.4(b)(iii)B)

This deed poll is made the _____ day of _____ 20

To: **Transport for NSW (ABN 18 804 239 602)** of 22 Giffnock Avenue, Macquarie Park
NSW 2113 ("Principal")

By: [_____].

Property Address:

1. I/We confirm that the following works has been carried out and completed on my/our property to my/our satisfaction:

[Insert description of works on property and property]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

3. I/We release the Principal from all claims and actions which I/we may have arising out of or in connection with the works referred to in paragraph 1.

4. This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

Executed as a deed poll.

Signed sealed and delivered
by _____ in the presence
of: _____

Signature

Signature of Witness

Name of Witness in full

Schedule B7. Form of Confidentiality Undertaking

(Clauses 2.2(e)(iii) and 17.11(c)(i))

To: []

We engaged Consultant/Supplier/Contractor/Subcontractor body, undertake to treat as confidential all information received/generated from the respect of work performed for the Principal. the (Principal) in

The Consultant/Supplier/Contractor/Subcontractor hereby undertakes:

- (a) To disclose information to its employees only on a need-to-know basis;
- (b) Not to disclose information to any other person without first obtaining the written consent of the Principal;
- (c) To ensure that its employees to whom information is disclosed will comply with (a) and (b) above.

This undertaking will not apply to information about the Principal which is in the public domain (except where the availability of the information in the public domain is due to any unauthorised disclosure by the Consultant/Supplier/Contractor/Subcontractor, its employees or agents) or which was already known to the Consultant/Supplier/Contractor/Subcontractor.

Any breach of this undertaking by the Consultant/Supplier/Contractor/Subcontractor's employee or agent will constitute a breach of this undertaking by the Consultant/Supplier/Contractor/Subcontractor and at the direction of the Principal the Consultant/Supplier/Contractor/Subcontractor must institute proceedings or do whatever the Principal regards as reasonable to prevent or contain the breach.

The Consultant/Supplier/Contractor/Subcontractor undertakes that on request from the Principal it will forthwith return to the Principal all originals and copies of the confidential information, however embodied, supplied by the Principal and destroy all documents containing or prepared using any confidential information however embodied.

The Consultant/Supplier/Contractor/Subcontractor also undertakes to declare to the Principal any conflict of interests that exists or arises during the course of its engagement which may impinge on the objectivity or probity of the work performed. Such declarations are to be made as soon as the conflict of interests issues arises.



This undertaking will remain in force until each part of the confidential information is released by the Principal into the public domain.

Dated:

SIGNED for and on behalf of:

.....
(Print Company Name)

By: (Print Name) (Signature)

in the presence of:

..... (Print Name) (Signature)

Schedule B8. Expert Determination Agreement

(Clauses 15.8(b) and 15.9)

Expert Determination Agreement made at _____ on _____

Parties [_____] (Principal)

[Insert name and address of Contractor] (Contractor)

[Insert name and address of Expert agreed between the Parties or appointed pursuant to clause [to be inserted] of the Contract] (Expert)

Background

- A. The Principal and the Contractor (together "**the Parties**" and each "**a Party**") are parties to a contract (**Contract**) for *[to be inserted]*.
- B. By written notice dated *[to be inserted]*, the *[insert the Principal or Contractor as applicable]* has required that the matter described in Schedule 1, being a matter that the Contract requires or permits to be referred to an Expert for determination, be determined by an Expert appointed under clause 15.7 of the Contract (**Matter**).
- C. Pursuant to clause 15.7 of the Contract, the Expert has been appointed to determine the Matter in accordance with the process set out in this Agreement.

Operative part

1. Appointment of Expert

- (a) The Parties appoint the Expert to determine the Matter in the manner and within the times set out in this Agreement and the Expert accepts the appointment on the basis set out in this Agreement.
- (b) The Parties agree that:
 - (i) the Expert will act as an expert and not as an arbitrator;
 - (ii) neither the determination of the Matter, nor the process required by this Agreement is an arbitration and any conference conducted during the determination is not a hearing conducted under any legislation or rules relating to any form of arbitration;
 - (iii) the rules of evidence and natural justice do not apply to the determination; and
 - (iv) the Expert must conduct the determination of the Matter in accordance with the Rules for Expert Determination Process set out in Schedule 2;
- (c) If, at any time during the determination, the Expert becomes aware of circumstances that might reasonably be considered to adversely affect the Expert's capacity to act independently or impartially, the Expert must inform the Parties immediately and, unless the Parties agree otherwise, terminate this Agreement.

2. Confidentiality

All proceedings and submissions relating to the determination (including the fact that any step in the determination is occurring), and all documents prepared for the purposes of the determination (including the Expert's determination), must be kept confidential between the Parties and the Expert. No such proceedings, submissions or documents, nor any other information relating to or arising out of the determination, may be divulged to any other person, except with the prior written consent of both Parties or as may be required by law or to the extent necessary to give effect to or enforce the Expert's determination.

3. Costs and Fees

- (a) As between the Parties and the Expert, the Parties are jointly and severally liable for the payment of the Expert's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3. The Parties agree to comply with any direction from the Expert as to the provision of security deposits in respect of his or her fees and disbursements.
- (b) The Parties agree as between themselves that:
 - (i) they will each pay one half of the Expert's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3; and
 - (ii) they will each bear their own costs of and incidental to the preparation of this Agreement and their participation in the determination.

4. GST

- (a) Unless stated otherwise, all consideration and amounts payable under this Agreement are exclusive of GST.
- (b) Subject to clause 4(c), if GST is payable in respect of any supply made by a supplier under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time that the consideration for the supply is to be provided.
- (c) The supplier must provide a tax invoice to the recipient before the supplier is entitled to payment of the GST amount under clause 4(b).
- (d) If an adjustment event occurs in relation to a taxable supply made under this Agreement:
 - (i) the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and
 - (ii) any payment necessary to give effect to the adjustment must be made by the applicable party within 7 days after the date of receipt of the adjustment note.
- (e) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply

under this Agreement must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

5. Exclusion of Liability and Indemnity

Except in the case of fraud, the Expert will not be liable to either Party for any act or omission by the Expert in the performance or purported performance of this Agreement. The Parties jointly and severally indemnify the Expert against all claims arising out of or in any way referable to any act or omission by the Expert (except fraud) in the performance or purported performance by the Expert of the terms of this Agreement.

6. Co-operation of the Parties

Each Party agrees to take part in the determination in good faith and to comply with the reasonable requests and directions of the Expert in relation to the conduct of the determination.

7. Governing Law

This Agreement is governed by and is to be construed in accordance with the laws in force in the State of New South Wales.

8. Jurisdiction

- (a) The Parties and the Expert irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the New South Wales courts to which the appeals from those courts may be made.
- (b) The Parties and the Expert irrevocably waive any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within clause 8(a).

Schedule 1 Matter

[Note: to be inserted]

Schedule 2 Rules for Expert Determination Process

[Note: to be inserted]

Schedule 3 Fees and Disbursements

[Note: to be inserted]

Executed as an agreement.

Executed by [Principal and ABN] in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in
full

Executed by [Contractor and ABN] in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in
full

Executed by [Expert and ABN] in
accordance with section 127 of the
Corporations Act 2001 (Cth):



Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in
full



PART C – SCOPE OF WORK AND TECHNICAL CRITERIA

Schedule C1. Scope of Works and Technical Criteria

(Clauses 1.1, 1.4, 2.9, 3.9 5.1, 5.3, 6.3 and 7.1)



Sydney Metro City & Southwest

Contract Schedules

Demolition Works – Package B

Schedule C1

Scope of Works and Technical Criteria

PROJECT	Sydney Metro City & Southwest	DATE	9 January 2017
GROUP	Sydney Metro City & Southwest	STATUS	
AUTHOR	Transport for NSW	REVISION	3
COMPANY	Transport for NSW	FILE NUMBER	
FILE NAME	Scope of Works and Technical Criteria – Package B_R3 (final)		

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1 Introduction & Purpose

- (a) The demolition work associated with Sydney Metro City & Southwest requires the demolition of approximately 60 buildings both within and outside the Sydney CBD. The successful and timely completion of the Contractor's Activities is required to facilitate the works by the Tunnels and Stations Excavation Contractor (TSE Contractor) at the Martin Place Station Northern Site shown in section 3 of this Scope of Works and Technical Criteria (SWTC).
- (b) The types of buildings to be demolished include some significant high-rise commercial buildings.

1.1 Introduction

- (a) This SWTC sets out the scope and technical criteria associated with the demolition works associated with the Martin Place Station Northern Site of Sydney Metro City & Southwest.
- (b) This SWTC consists of five sections:
 - (i) **Section 1: Introduction and Purpose** – this section outlines the structure of the Scope of Work and Technical Criteria, its purpose and interpretation;
 - (ii) **Section 2: Objectives** – this section outlines the objectives of the Contractor's Activities;
 - (iii) **Section 3: Scope of Work** – this section outlines the physical scope of the demolition work and utility services work associated with the Martin Place Station Northern Site of Sydney Metro City & Southwest;
 - (iv) **Section 4: Interface Works by TfNSW** – this section outlines the Interface Works to be undertaken by the Interface Contractors on the Demolition Site; and
 - (v) **Section 5: Technical Management of Temporary Works** – this section details the requirements for Temporary Works design, review and approval.
- (c) Together the requirements identified in sections 1 to 5 of this SWTC form part of the Contractor's Activities.

1.2 Purpose and Interpretation of the Scope of Works and Technical Criteria

Unless the context otherwise requires:

- (a) terms which have a defined meaning in the General Conditions and the SMRs have the same meaning where used in this Scope of Works and Technical Criteria;
- (b) any reference to:
 - (i) "section" is a reference to a section of this SWTC;

- (ii) "paragraph" is a reference to a paragraph of this SWTC;
- (iii) "Demolition Site" is a reference to the Demolition Site MP identified in Schedule E1 of the Contract;
- (iv) "Information Documents" is a reference to the Information Documents and Material defined in the General Conditions;
- (v) "Portion" is a reference to a Portion described in the General Conditions;
- (vi) "Site" is a reference to the site, or part of the site, as identified in Schedule E1 of the Contract;
- (vii) "SMR" is a reference to a Sydney Metro Requirement included in Schedule D1 of the Contract;
- (viii) "SWTC" is a reference to this Scope of Works and Technical Criteria;
- (ix) "Temporary Works" means any works designed and constructed by the Contractor for the purposes of carrying out the demolition work or utility service works;
- (x) "Work Package" is a reference to Work Package B (section 3.4);
- (xi) "Hold Points" has the meaning given to that term in the SMRs;
- (xii) "Witness Points" has the meaning as given to that term in the SMRs; and
- (xiii) "ITP" has the same meaning given to that term in the SMRs.

2 Objectives

The objectives of the Contractor's Activities include:

- (a) ensuring no harm comes to those working on the demolition work, or the public during the works;
- (b) expediting the project program by demolishing buildings prior to the commencement of the TSE Contractor;
- (c) preventing damage to third party property;
- (d) minimising disruption to the public, including businesses and key stakeholders;
- (e) minimising environmental impacts, particularly in relation to traffic, transport, access, noise, vibration, dust and heritage;
- (f) providing value for money through the demolition process for TfNSW;
- (g) maximising reuse and recycling of the demolished materials and minimising waste to land fill; and
- (h) promoting innovation.

3 Scope of Work

3.1 General

- (a) This section describes the scope of the demolition work and utility services work included in the Contractor's Activities.
- (b) Section 3.2 sets out general requirements that apply to Work Package B, and section 3.4 describes requirements that are specific to Work Package B.

3.2 General Requirements included in Contractor's Activities

Subject to any specific requirements identified in section 3.4, as part of its work associated with Portion MP, the Contractor must:

- (a) prepare the Management Plans as required by the General Conditions and SMRs and submit them for review by the Principal's Representative in accordance with clause 9.8 of the General Conditions;
- (b) comply with all requirements of the SMRs;
- (c) demolish and remove all building elements and infrastructure including basement levels, excluding:
 - (i) concrete slabs on ground;
 - (ii) sections of walls (and associated columns & beams in line with the walls) that are acting as retaining structures to the surrounding ground - refer to section 3.2 (w) for temporary shoring measures required;
- (d) comply with the SafeWork NSW Demolition Work Code of Practice September 2016 and AS 2601 – 2001 The demolition of structures;
- (e) remove and dispose of all Contamination in accordance with the applicable Australian Standards and Codes of Practice.
- (f) adopt a risk-based approach to the Contractor's Activities as required by the SMRs, the SafeWork NSW Demolition Work Code of Practice September 2016, and AS2601-2001 The demolition of structures;
- (g) disconnect all utility services at the relevant property boundaries within roads and footpaths, or at lowest ground slab level, in accordance with the requirements of all Authorities with jurisdiction over those utilities;
- (h) demolish and remove all utility services above the lowest ground slab (at ground level, or the lowest basement level, whichever is lower);
- (i) Not used;
- (j) remove all water meters and return them to Sydney Water. The incoming water supply must be capped at the water meter location supply point;

- (k) cap all hydrant services at the location of the incoming supply feed to the requirements of Sydney Water. The water main will be disconnected by the TSE Contractor;
- (l) disconnect all gas supply services at the supply meter (with the authorised supply authority). The TSE Contractor will disconnect to the main;
- (m) disconnect all Telstra services (with an authorised Telstra technician) at the supply location (footpath supply pit);
- (n) disconnect and remove all broadband telecommunication feeds (with the supply authority) to the supply location (aerial or footpath pit);
- (o) cap all stormwater pipes exposed by the Contractor's Activities at ground level using sealed caps and plugs in accordance with AS/NZS 3500 (i.e. downpipe connections points, above ground stormwater pipes etc.). All stormwater services below ground, and at ground surface levels must be retained at Completion (kerb inlet pits, carpark/roadway pits, grated drains etc.). Stormwater services below ground, and at ground surface levels will be disconnected and removed by the TSE Contractor;
- (p) cap all sewer pipes including floor wastes, waste stacks, vents, basin, pan and sink connection points exposed by the Contractor's Activities at ground level using sealed caps and plugs in accordance with AS/NZS 3500. All sewer services below ground and at ground surface levels, must be retained at Completion. Sewer services below ground and at ground surface levels will be disconnected and removed by the TSE Contractor,
- (q) 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 Ausgrid or an Ausgrid authorised contractor to disconnect all overhead and inground supply feeds, including removal and return of all electrical meters.
- (r) coordinate the Contractor's Activities with the Interface Works as required by the General Conditions;
- (s) provide all required traffic management and control to ensure the safe flow of pedestrians and general traffic;
- (t) obtain all approvals and implement all measures for traffic management, including any requirement of the CBD Coordination Office and local authorised traffic authorities to mitigate impacts on traffic flow in the vicinity of the Site;
- (u) undertake its site establishment in accordance with all required Authority Approvals, including as required for hoardings, pedestrian/traffic protection, temporary footpath/road crossovers, utility protection and scaffolding;
- (v) design, install and construct all Temporary Works to ensure safe demolition. The designs for any Temporary Works must be submitted in accordance with clause 9.8 of the General Conditions, and section 5.3 of the SWTC.
- (w) undertake all structural design, certification and installation of temporary shoring measures to enable safe demolition below ground levels. Temporary shoring must be non-intrusive and designed to provide unencumbered access to the Demolition Site (i.e. without struts/braces intruding into the Demolition Site). The design of the

temporary shoring systems are defined as Temporary Works and are to be submitted in accordance with clause 9.8 of the General Conditions, and section 5.3 of the SWTC.

- (x) engage an appropriately qualified independent structural engineer, to certify Demolition Methodologies, Temporary Works designs, and inspect the Contractor's Activities to ensure the certified designs and methodologies are being implemented in a safe manner;
- (y) remove and reinstate all Temporary Works, except for those Temporary Works:
 - (i) required to safely support the ground;
 - (ii) required to safely support any structure that remains at Completion; or
 - (iii) identified as "Works to Remain at Completion" in section 3.4;

The design life of all Temporary Works identified in this subparagraph must be no less than 15 years;

- (z) design and install metal framed colorbond wall cladding to neighbouring/boundary walls exposed to weather by the Contractor's Activities. The designs of the metal framed wall cladding must be submitted in accordance with clause 9.8 of the General Conditions and as required by Third Party Agreements;
- (aa) prepare and submit a Survey Plan for each Demolition Site in accordance with clause 7.6 of the General Conditions detailing the final surface levels, and locations of all disconnected/isolated utility services. The Survey Plan must include:
 - (i) a topographical survey that identifies the final surface levels of each Demolition Site;
 - (ii) 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;
 - (iii) video evidence that all retained main sewer and stormwater pipework is clear of debris and rubble created by the Contractors Activities; and
 - (iv) photographic evidence of the isolation method for each utility service.
- (bb) prepare and submit condition surveys in accordance with the General Conditions and SMRs;
- (cc) prepare a Construction Noise Impact Statement (CNIS) for the Demolition Site, that assesses the impact of noise and vibration at surrounding sensitive receivers and adjoining properties and includes detailed noise and vibration management and mitigation measures. The Contractor is to appoint a competent and experienced acoustic and vibration consultant to develop, implement and monitor all management and mitigation measures including detailing proposed monitoring locations, monitoring equipment, duration and frequency of monitoring and whether attended or unattended monitoring. The CNIS and accompanying noise and vibration management and mitigation plans are to be prepared in accordance with the SMR E and in particular the Sydney Metro City & Southwest Construction Noise and Vibration Strategy (CNVS);

- (dd) co-operate with, inform and adopt recommendations from an Independent Acoustic Adviser (appointed by TfNSW) including submitting CNIS and Noise & Vibration Management and Mitigation Plans for review, providing access to monitoring activities including all results, providing monitoring reports and support any application by TfNSW to work outside standard construction hours;
- (ee) prepare Demolition Methodologies as required by the SMRs with endorsement from an appropriately qualified structural engineer. The demolition methodologies must be submitted to the Principal's Representative for review in accordance with clause 9.8 of the General Conditions;
- (ff) minimise environmental impacts, including noise, vibration and dust impacts on adjacent and nearby properties including implementing methodologies that produce the lowest environmental impacts;
- (gg) establish and maintain a positive relationship with stakeholders and the community;
- (hh) implement a totally integrated approach to the management of the Contractor's Activities under an effective and robust quality system which addresses performance, stakeholder, community, safety, sustainability and environmental requirements; and
- (ii) work cooperatively with TfNSW, the TSE Contractor, the Interface Contractor(s) and stakeholders, to ensure the impacts of the Contractor's Activities are minimised.
- (jj) subject to a direction by the Principal under clause 7.3 of the General Conditions, carefully remove (without damage) any building materials identified as having heritage significance (e.g. skirting boards, ceiling roses, etc.), all in accordance with the Planning Approval. The Contractor must transport and deliver the items to a location advised by the Principal's Representative (within the Sydney metropolitan area). The methods used for removal must be submitted in accordance with clause 9.8 of the General Conditions;
- (kk) the Contractor may in consultation with, and with the prior written approval of, the Principal's Representative engage additional consultants to support the development of the Management Plans. The Contractor will be reimbursed the direct costs of the engagement of such consultants up to the limit of the capped Provisional Sum for Additional Management Plan Consultants set out in Contract Schedule F1;

3.3 Not used;

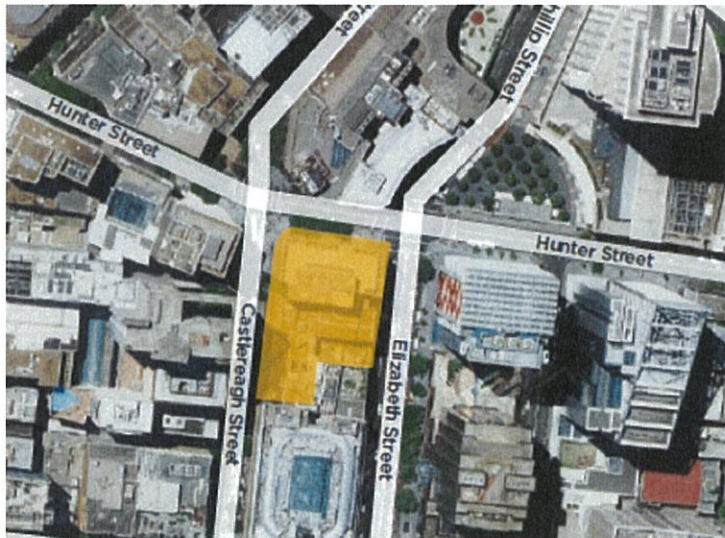
3.4 Scope of Work Package B

- (a) The work included in Package B will be undertaken as one Portion, on Demolition Site MP.
- (b) In addition to the general requirements described in Section 3.2, the specific requirements to be undertaken for Work Package B are identified in section 3.4.2.

3.4.1 Location of Works Associated with Work Package B

- (a) The Demolition Site associated with Work Package B (Portion MP) is Demolition Site MP.
- (b) Figure 3-A identifies the indicative location of Demolition Site MP.

Figure 3-A Indicative location of Demolition Site MP



3.4.2 Portion MP Scope

3.4.2.1 General

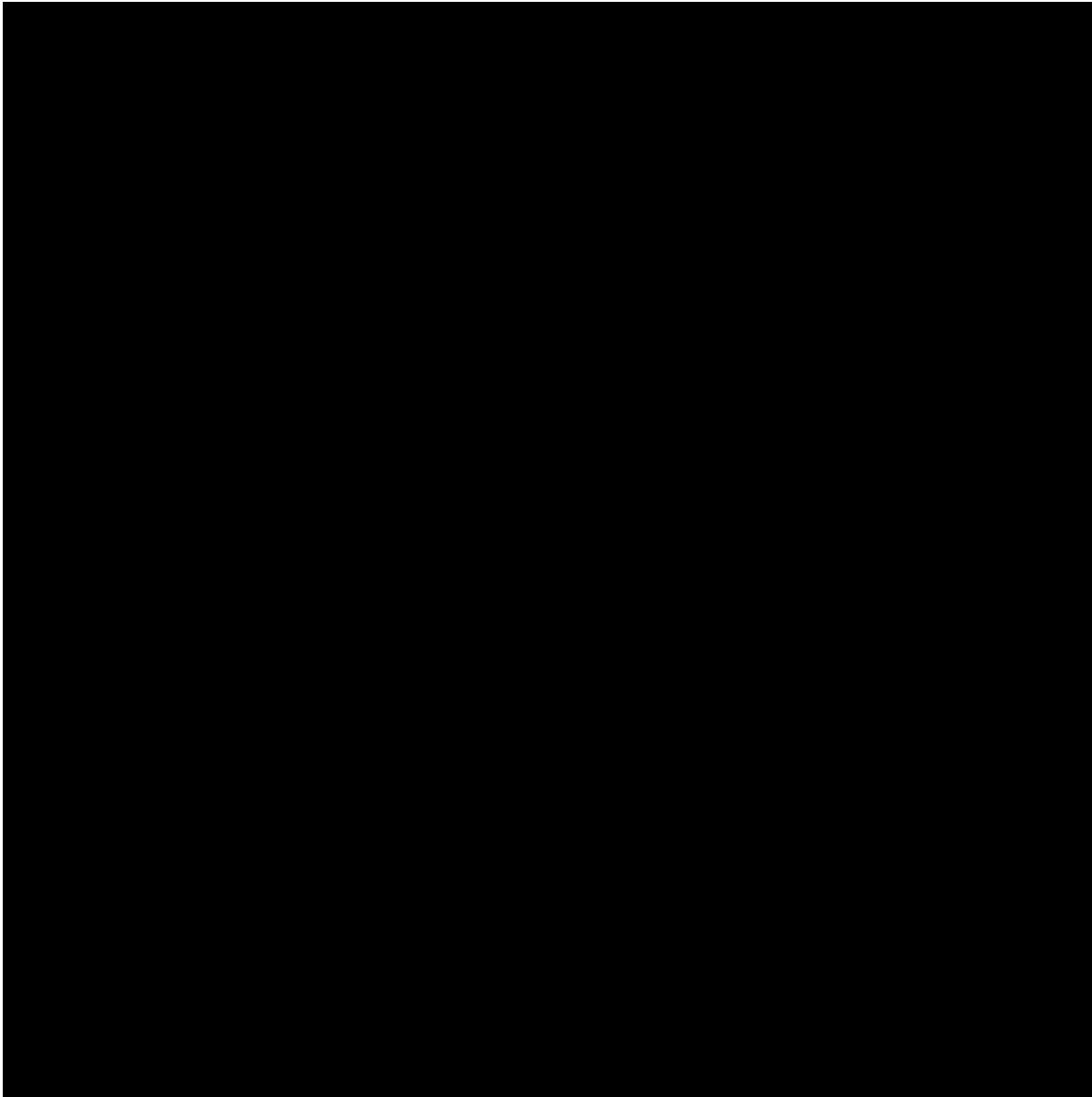
- (a) As part of Portion MP, the Contractor must undertake the work described in section 3.2, together with the work described in sections 3.4.2.2, 3.4.2.3 and 3.4.2.5.
- (b) The work described in section 3.4.2.4 is Provisional Sum Work, and is subject to a direction by the Principal.

3.4.2.2 Demolition Works

As part of its work associated with Portion MP, the Contractor must:

- (a) fully strip out and dispose of all building interiors, including existing fixtures, fittings and equipment, partitions, floor, wall and ceiling finishes, electrical, mechanical, lift and hydraulic services, including all Contamination excluding Provisional Sum Work in section 3.4.2.4 (c);

- (b) demolish all buildings, structures, sheds, internal fencing, awnings, walkways, carports, service poles, light poles, wheel stops, bollards, posts, gates etc. to the top of the slab on ground and top of lift pits;
- (c) remove all applied finishes on the retained slab on ground including carpet, vinyl, linoleum, ceramic tiles, timber parquetry, timber flooring etc.;
- (d) make good all exposed surfaces where the Contractor has removed or disturbed the ground level slab/surface. The exposed surface must be sealed using compacted roadbase to cap the ground below the slab;
- (e) Not used;
- (f) Not used;



- (h) provide a demountable office shed (4.8 metres x 2.4 metres) with power, air conditioning, two desks with chairs and filing cabinets for the exclusive use of the Principal during the Contractor's Activities; and

- (i) carefully remove (without damage) the two Artefacts/artworks located within the façade of 55 Hunter Street, Sydney (refer to Figure 3-B (façade sculpture) and Figure 3-C (four modern gargoyles)). The Contractor must transport and deliver the artworks to a location advised by the Principal's Representative (within the Sydney metropolitan area). The methods used for removal must be submitted in accordance with clause 9.8 of the General Conditions;

Figure 3-B Façade sculpture to be removed and stored – 55 Hunter Street, Sydney



Figure 3-C Façade sculptures to be removed and stored (four modern gargoyles behind tree) – 55 Hunter St, Sydney



3.4.2.3 Not Used

3.4.2.4 Provisional Sum Work

- (a) Subject to a written direction by the Principal under clause 7.3 of the General Conditions, the Contractor must undertake all work required to decommission and remove Ausgrid Substation S1664.
- (b) The detailed design for the Provisional Sum Work in paragraph (a) above will be undertaken by others, and provided to the Contractor with any direction under clause 7.3 of the General Conditions.

The design will be based on the document titled "Ausgrid, Design Information, Site Specific Requirements, Project Number: SC08725, Decommission S.1664 P&O Castlereagh St" dated 06/07/2016 (This document is contained in Appendix 1 of this SWTC).

- (c) Subject to a written direction by the Principal under clause 7.3 of the General Conditions, the Contractor must undertake the removal of all polychlorine biphenyls and asbestos containing materials for the following Address listed in Contract Schedule E1 Part 3, for Demolition Site MP:
 - (i) 7 Elizabeth St, Sydney

This Provisional Sum Work shall include:

1. All inspections required by the Contractor.
 2. Any testing of suspected polychlorine biphenyls and asbestos containing materials.
 3. All development and implementation of specific Management Plans, SWMSs, insurances and other procedures to satisfy all applicable Australian Standards and Codes of Practice.
 4. All Occupational Hygienists services including but not limited to review of Management Plans, undertake site inspections, undertake air monitoring and clearance certificates, before during and post the removal works.
 5. All safe removal of polychlorine biphenyls and asbestos containing materials and audited disposal.
 6. Access and scaffold costs only where required.
- (d) Subject to a direction by the Principal under clause 7.3 of the General Conditions, the Contractor must carefully remove (without damage) the Mural located behind an existing plasterboard wall within the foyer of 55 Hunter Street, Sydney (refer to Figure 3-D). The Contractor must transport and deliver the artworks to a location advised by the Principal's Representative (within the Sydney metropolitan area). The methods used for removal must be submitted in accordance with clause 9.8 of the General Conditions;

Figure 3-D Mural located behind an existing plasterboard wall within the foyer – 55 Hunter St, Sydney



3.4.2.5 Works to Remain at Completion

As part of Portion MP the Contractor must ensure the following infrastructure is installed, or retained (where it already exists), at Completion, at Demolition Site MP:

- (a) a 2.1 metre high, A-Class hoarding around the perimeter of the Demolition Site with integrated concrete vehicular crash barriers; and
- (b) waterproof metal cladding to the façade of the neighbouring properties exposed by demolition that are not watertight (i.e. installed on 9 Elizabeth Street and 48 Martin Place, Sydney), as required by Third Party Agreements.

3.5 Not used;

4 Interface Works by TfNSW

(a) Table 1 summarises the Interface Work and Interface Contractors at the Demolition Site.

Table 1 Interface Works and Interface Contractors

Demolition Site	Interface Contractor	Interface Work
Demolition Site MP	A contractor appointed by Optus	Removal of Optus telecommunications infrastructure at 5 Elizabeth Street, Sydney
	A contractor appointed by Telstra	Removal of Telstra telecommunications infrastructure at 55 Hunter Street, Sydney
	Heritage consultant engaged by the Principal	Investigative work from time to time on the Demolition site.
	Contamination consultant engaged by the Principal	Investigative work from time to time on the Demolition site.

5 Technical Management of Temporary Works

5.1 Temporary Works Requirements

- (a) This section describes requirements in relation to Temporary Works engineering that forms part of the Contractor's Activities.
- (b) To control risks to personnel, public and works associated with Temporary Works, this section describes minimum checks to be performed for the design and implementation of the Temporary Works, including responsibilities for performing these checks, and how they should be performed and documented.
- (c) The Contractor must engage Structural Engineers to design Temporary Works in accordance with the SafeWork NSW Demolition Work Code of Practice September 2016, AS 2601 – 2001 The demolition of structures, AS/NZS 1170.0:2002, AS/NZS 1170.1:2002 and AS/NZS 1170.2:2011.

5.2 Structural Engineer

- (a) The Contractor must engage a Structural Engineer to undertake designs of the following Temporary Works:
 - i) General demolition Temporary Works designs 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);
 - ii) Temporary shoring designs where basements are demolished and required shoring and anchoring, if required, below footpaths/ surrounding ground levels (Category B);
 - iii) Hoarding (Category C); and
 - iv) Scaffold (Category D).
- (b) The Contractor's 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. For Category C and D designs, the Structural Engineer is required to be suitably qualified with a minimum 5 years relevant experience.
- (c) The Contractor's Structural Engineer must:
 - (i) design Temporary Works;
 - (ii) certify Demolition Methodologies; and
 - (iii) inspect the demolition work to ensure the designs and methodologies are being implemented safely.

- (d) Certification, in accordance with Schedule B1 of the Contract, for all designs by the Structural Engineer (Categories A – D) must be submitted for review to the Principal's Representative under clause 9.8 of the General Conditions.

5.3 Independent Temporary Works Checker

- (a) The Contractor must engage an Independent Temporary Works Checker to review all Category A and B designs by the Contractor's Structural Engineer.
- (b) The Independent Temporary Works Checker must be a member of the Australian Institute of Engineers with relevant experience in reviewing/ checking of Temporary Works in the demolition and structural engineering industry.
- (c) Certification, in accordance with Schedule B1 of the Contract, must be submitted to the Principal's Representative under clause 9.8 of the General Conditions.

5.4 Temporary Works Design Management and Review

- (a) The Contractor must develop and maintain a Temporary Works List and submit this to the Principal's Representative on a monthly basis (as a minimum).
- (b) The Temporary Works List must include the following information:
 - (i) a description of the works;
 - (ii) the identity of the designer and the checker for each item of Temporary Works; and
 - (iii) design status.
- (c) The Contractor must keep the Temporary Works List up-to-date, and submit it to the Principal's Representative for review with each monthly report.
- (d) Following the Principal's Representative's review of the Temporary Works List, the Principal's Representative may advise the Contractor which of the Temporary Works designs must be submitted by the Contractor for review by the Principal under clause 9.8 of the General Conditions.
- (e) For those Temporary Works designs the Principal's Representative determines must be reviewed by the Principal, the design submissions for the Temporary Works must include:
 - (i) Temporary Works assumptions that the designer has made in developing the design, including any assumptions relating to the load capacity of any existing infrastructure that is required to support the Temporary Works;
 - (ii) identification of potential effects on adjacent permanent works;
 - (iii) a description of mitigation measures to ensure/demonstrate that the design is adequate in both the short and long term;
 - (iv) any key site data that must be confirmed prior to construction of the Temporary Works;
 - (v) methods for reinstatement of any permanent infrastructure affected by the Temporary Works;
 - (vi) details of the staging and sequencing of the Temporary Works;

- (vii) inspection and test requirements; including requirements for ITPs, Hold Points and Witness Points, together with the criteria for acceptance/release;
- (viii) all ITPs are to be endorsed by the relevant Structural Engineer; and
- (ix) settlement monitoring criteria (if settlement of either the Temporary Works or existing infrastructure is a possibility).

5.5 Construction Compliance with Temporary Works Design

- (a) The Contractor must manage the construction process such that:
 - (i) the Contractor's Activities comply with the Design Documentation;
 - (ii) any proposed change to a design solution during the construction is reviewed and approved by the Structural Engineer;
 - (iii) any proposed change to a design solution that affects the safety regime during demolition and is referred to the Principal's Representative for review; and
 - (iv) ITPs are developed in accordance with SMR PA.
- (b) The Structural Engineer must be engaged during the implementation of Temporary Works to ensure that the design, and the intention of the design, is implemented.
- (c) The Contractor must arrange for the structural engineer to:
 - (i) undertake regular inspections of the Contractor's Activities;
 - (ii) release relevant Hold Points; and
 - (iii) attend relevant Witness Points.

Appendix 1 – Ausgrid Design Information Packages

This Appendix contains the documents identified in the table below.

Document Title	Document Date
SC08725, Decommission S.1664 P&O Castlereagh St, 55 Hunter St, Sydney	6 July 2016