SCHEDULE A0

Conditions Precedent

(Clause 1A)

No.	Condition Precedent	Benefiting Party
1.	The following documents have been executed by all parties to them in a form satisfactory to the Principal: (a) this deed; (b) the Independent Certifier Deed; (c) the Demolition Contract Deeds of Novation; and (d) the Parent Company Guarantees.	The Principal and the TSE Contractor
2.	The TSE Contractor has provided the unconditional undertakings required by clause 4.1 of the deed.	The Principal
3.	The TSE Contractor has effected the policies of insurance required by clause 21.4 of the deed (other than the insurances referred to in clauses 21.6, 21.11 and 21.12 of the deed).	The Principal and the TSE Contractor
4.	The TSE Contractor has provided the Principal with a certified copy of the TSE Contractor Joint Venture Deed executed by all entities that comprise the TSE Contractor.	The Principal
5.	The TSE Contractor has provided a legal opinion: (a) on which the Principal is entitled to rely; (b) in a form satisfactory to the Principal; and (c) from a foreign qualified legal practitioner satisfactory to the Principal, confirming, amongst other things, that: (d) the Parent Company Guarantee from China Communications Construction Company Limited is: (i) valid, binding and enforceable under the laws of the Peoples Republic of China; and (ii) capable of being registered with the State Administration of Foreign Exchange of the Peoples Republic of	The Principal Terry Sleiman - JHCPBG JV city&southwest

No.	Condition Precedent	Benefiting Party
	China; and (e) the Parent Company Guarantee from Ghella S.p.A is valid, binding and enforceable under the laws of the Republic of Italy; (f) the Parent Company Guarantee from CCCC International Holding Limited is valid, binding and enforceable under the laws of Hong Kong; and (g) the choice of New South Wales law under clause 10.1 of the Parent Company Guarantees from each of China Communications Construction Company Limited, Ghella S.p.A and CCCC International Holding Limited will be upheld.	

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SCHEDULE A1

Portions

(Clauses 1.1, 8.1, 10.1(e) and 17.10(d)(i))

1. General

(a) Unless the context requires otherwise, terms which are defined in the SWTC have the same meaning where used in this Schedule A1.

(b) Areas that are referred to in this Schedule A1 by an individual area number are references to the areas so numbered and described in the drawings described in section 2 of this Schedule A1.

(c) The parts of the Construction Site that are related to a Portion for the purposes of clause 10.1(e) are, for each Portion identified in the column headed "Portion", the parts of the Construction Site described in the corresponding column headed "Part of Construction Site".

2. Portion Drawings

The Construction Site areas referenced in this document relate the following drawing number below, which are included in electronic files on a separate disc titled:

Sydney Metro City & Southwest

Design and Construction of Tunnel and Station Excavation Works

Electronic Files

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
NWRLSRT-RPS-SRT-SR-DWG-000064-G-TSE-Site Access.	G	SYDNEY METRO CITY AND SOUTH WEST TSE SITE ACCESS AREAS Sheets 1 to 10	NWRLSRT-RPS-SRT-SR-DWG-000064-G-TSE-Site Access.pdf

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1. Portions

Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
Portion 1	All Project Works and Handover Works for Marrickville Stabling Yard (excluding laydown for Tunnel Access & Transgrid Protection Slab).	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 1 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-A1' (b) Areas: 'SA-A3' to 'SA- A14'	[redacted]
Portion 2	All Project Works and Handover Works for Marrickville Portal Structure (less 20m at tunnel portal).	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 2 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA –A2'	[redacted]

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Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
Portion 3	All Project Works and Handover Works between the northern face of Marrickville Portal Excavation and southern face of Central Station Box (exclusion zone) including tunnel invert and 20m tunnel access at Marrickville portal (including Laydown (Minimum 4,000m^2) Area with access to portal structure and road access 2 months before), being: (a) Running Tunnels between the northern face of Marrickville Portal Excavation and the southern face of Central Station Box (exclusion	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 3 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Areas: 'SA-B1' to 'SA B8' Note: Area of laydown, access to portal structure and road access that is within the plan area of Handover Portion P1 remains a TSE Contractor controlled site allowing through access for Follow-on Contractor to the Laydown Area and 20m tunnel access at Marrickville Portal.	[redacted]

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Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
	zone); (b) Waterloo Station Excavation; and (c) Waterloo Station Nozzle Enlargements.					
Portion 4	All Project Works and Handover Works at Central Station, handover of tunnel affected by station being: (a) Running tunnels under/through Central Station Box (exclusion zone).	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 4 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies.	[redacted]
Portion 5	All Project Works and Handover Works for the Shaft Excavation of Northern and Southern Shafts at Pitt Street Station.	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 5 to secure the Construction Site	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Areas: 'SA-C1' to	[redacted]

Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
			[redacted]	from the construction site of the Follow-on Contractor.	'SA C4' (b) Areas: 'SA-D1' to 'SA D8'	
Portion 6	All Project Works and Handover Works for the Shaft Excavation of Northern and Southern Shafts at Martin Place (excluding Bligh St Decline and intersection with Adit). Note: Southern Shaft includes the full STME/Shopping Circle zone.	[redacted]	[redacted]: [redacted].	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 6 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-E1' (b) Area: 'SA-E2' (c) Areas: 'SA-F1' to 'SA-F4'	[redacted]
Portion 7	All Project Works and Handover Works between the northern face of the Central Station Box (exclusion zone) and the southern face of Barangaroo Station Box, including tunnel	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 7 to secure the Construction Site	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: no area	[redacted]1

Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
	invert, (excluding the Bligh Street Decline and intersection with Adit), being: (a) Running Tunnels between Central Station and Barangaroo; (b) Pitt Street Caverns, Nozzles and Adits; and (c) Martin Place Caverns, Nozzles and Adits, excluding intersection with Bligh Street Decline.		[redacted]	from the construction site of the Follow-on Contractor.	specified	
Portion 8	All Project Works and Handover Works between the southern face of Barangaroo Station and the northern face of Blues Point Shaft, being:	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 8 to secure the Construction Site	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-I1'	[redacted]

Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
	(a) Barangaroo Station; (b) Crossover Cavern; and (c) Running Tunnels North of Crossover Cavern to northern face of Blues Point Shaft, including tunnel invert.		[redacted]	from the construction site of the Follow-on Contractor.	(b) Area: 'SA-H1' (c) 'SA-H2' (d) SA-H3' (e) SA-H5'	
Portion 9	All Project Works and Handover Works between the northern face of Blues Point Shaft and Crows Nest Station, south of the Hume Street bridge, including tunnel invert, being: (a) Victoria Cross Caverns, Nozzles and Adits; (b) Running tunnels between the	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 9 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-L5' (b) Area: 'SA- L6' (c) Area: 'SA-J1-J6' (d) Area: 'SA-K1-K2'	[redacted]

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Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
	southern face of Crows Nest Station Box and the northern face of Blues Point Shaft; (c) Victoria Cross Northern (alternative location) and Southern Shafts; and (d) Crows Nest Station Box between the southern face and south of Hume Street bridge.					
Portion 10	All Project Works and Handover works between the southern face of Chatswood Portal Excavation and Crows Nest Station Box, south of Hume Street bridge, including Clark Lane,	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 10 to secure the Construction Site from the construction site of	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Areas: 'SA-L1'	[redacted]

Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
	20m tunnel access at Chatswood Portal and tunnel invert (including Laydown Area 2 months before with Minimum 4,000m^2 Area with access to portal structure and road access) being: (a) Running Tunnels from the northern face of Crows Nest Station Box and the southern face of Chatswood Portal Excavation; (b) Crows Nest Station Box, between the northern face and south of Hume Street bridge, including Clark Lane and Nozzles; and (c) Remaining 1m at		[redacted]	the Follow-on Contractor.	to'SA-L4' Note: Area of laydown, access to portal structure and road access that is within the plan area of Handover Portion P12 remains a TSE Contractor controlled site allowing through access for Follow-on Contractor to the Laydown Area and 20m tunnel access at Chatswood Portal.	

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Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
	bottom of Artarmon riser shaft (not included in Portion 11).					
Portion 11	Artarmon Substation Site, including riser shaft to 1m above cross passage 53.	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 11 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-M1'	[redacted]
Portion 12	All Project Works and Handover Works between Chatswood Portal Structure and all remaining Northern Corridor Works (excluding 20m of Portal included in Portion 10).	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 12 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-01' (b) Area: 'SA- 02'	[redacted]

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Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
			[redacted]		(c) Area: 'SA-03' (d) Area: 'SA- 05' (e) Area: 'SA N1' (f) Area: 'SA N2' (g) Area: 'SA-O4'	
Portion 13	Completed protection slab over Transgrid at Marrickville 330kV cables handed over to the follow on contractor.	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 13 to secure the Construction Site from the construction site of the Follow-on Contractor.	All areas of the Project Site within which the infrastructure identified in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-A15' (b) Area: 'SA-A16'	[redacted]
Portion 14	All Project Works and Handover Works for Bligh Street	[redacted]	[redacted]	The TSE Contractor must design and construct temporary hoardings	All areas of the Project Site within which the infrastructure identified	[redacted]

Portion	Description of Infrastructure	Date for Construction Completion	Liquidated damages (clause 17.10(d)(i)) $/day	Additional conditions precedent to Construction Completion	Part of Construction Site	Follow-on Site Access Date
	Decline and intersection with Martin Place Adit.		[redacted]	complete with emergency egress door within the Construction Site that exists after Construction Completion of Portion 14 to secure the Construction Site from the construction site of the Follow-on Contractor.	in the second column of this table lies and the following area of the Construction Site: (a) Area: 'SA-G1'	

Where at any time the TSE Contractor is liable for liquidated damages in respect of more than one Portion (each a "relevant Portion"), the TSE Contractor's maximum aggregate liability to the Principal under clause 17.10(d)(i) in respect of any one day will be limited to the highest daily rate of liquidated damages which are at that time applicable to any relevant Portion.

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SCHEDULE A3

Transitional Handover Services

(Clauses 1.1 and 17.14)

Where the Principal's Representative gives a notice under clause 17.14(a) of the deed for a Portion, the Transitional Handover Services to be performed by the TSE Contractor in respect of that Portion comprise the general Transitional Handover Services described in clause 1 of this Schedule A3.

1. **General Transitional Handover Services**

(a) Continuing to comply with the obligations under clause 6.2 of this deed.

(b) John Holland continuing to fulfil the role of "principal contractor" (as that term is defined in clause 6.2(a) of this deed).

(c) Any activities required to ensure that:

(i) the Portion itself, and the Portion together with any previously completed Portions, remains fit for its intended purposes; and

(ii) the Portion remains ready for a Follow-on Contractor or OpCo2 to take over the Portion.

(d) Continuing to comply with all obligations of the TSE Contractor that relate to access to the relevant parts of the Construction Site, including the obligations under clause 10.4 of this deed and any relevant obligations under the Site Access Schedule.

(e) Without limiting clause 10.4 of this deed or any obligations under the Site Access Schedule:

(i) securing and protecting all relevant areas of the Portion; and

(ii) keeping all relevant areas of the Portion clean, including removing rubbish, litter, graffiti and surplus material.

(f) Maintaining and (to the extent applicable) operating any Handover Works related to the Portion.

(g) Regular inspection, lubrication, adjustment, cleaning, replacement of parts (including drains, screens and filters).

(h) Any activities provided for in the relevant Asset Management Information that must be carried out at a time that occurs before the relevant Portion Handover Date.

(i) Continuing to comply with, carry out and fulfil the conditions and requirements of all relevant Approvals (including, including, where relevant, ongoing monitoring).

(j) All activities required to obtain and maintain any Approval required for the performance of the Transitional Handover Services and complying with, carrying out and fulfilling the conditions and requirements of any such Approval.

(k) Payment of any costs in connection with Utility Services associated with the performance of the Transitional Handover Services.

(l) Replacement of parts and consumables, including water treatment chemicals and supplies, used during the performance of the Transitional Handover Services.

(m) Providing safe and convenient access to the relevant parts of the Construction Site to the Principal's Representative and any person authorised by the Principal.

SCHEDULE A4

Subcontract Terms

(Clause 3.2(j)(i))

The following terms must be included in each Subcontract referred to in clause 3.2(j)(i) of the deed.

A. Civil Liability Act

A clause that complies with the requirements set out in clause 20.4 of the deed.

B. Novation

A clause providing that if the deed is terminated for any reason or the Principal takes over the TSE Contractor's work, the TSE Contractor and the Subcontractor must, after the Principal has given a Direction to do so, promptly (and within 5 Business Days) execute a deed of novation in the form of Schedule A15.

C. Insurance

Where the Subcontractor is a consultant or is to carry out any design work, provisions requiring the Subcontractor to effect and maintain professional indemnity insurance on similar terms (other than in respect of the amount of insurance cover required and the duration for which the insurance is to be maintained) as are required under clause 21 (unless such insurance has been arranged by the TSE Contractor for the Subcontractor).

D. Assignment and subcontracting

A provision that the Subcontractor shall not assign nor subcontract without the TSE Contractor's prior written consent.

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SCHEDULE A5

Significant Subcontractors

(Clause 3.2(d))

Significant Subcontract Work	Significant Subcontractor(s)
Tunnelling works in soft or mixed ground conditions under Sydney Harbour.	Not applicable
TBM supply.	• [redacted] • [redacted]
Segment manufacture.	Not applicable
Concrete supply.	• [redacted] • [redacted] • [redacted]
Design of any part of the Project Works or the Temporary Works under a contract with a value exceeding [redacted]	• [redacted] • [redacted] • [redacted]
Geotechnical consultancy services.	• [redacted]
Demolition Works to be performed under any Demolition Contract that has been novated pursuant to clause 14.3.	• [redacted] • [redacted]
Demolition	• [redacted] • [redacted] • [redacted]
Dilapidation	• [redacted]
Piling – supply and Install	• [redacted] • [redacted] • [redacted]

Significant Subcontract Work	Significant Subcontractor(s)
Survey	• [redacted] • [redacted]

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SCHEDULE A6

Subcontractors to provide warranties

(Clause 15.12(a))

Subcontract Work	Warranty Period
None	Not applicable.

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SCHEDULE A7

Form of Warranty

(Clause 15.12(a))

THIS DEED POLL is made the day of 20

TO: [ ] **(ABN [ ])** of [ ], [ ] (**Beneficiary**)

BY: That person described in Item 1 of the Schedule (**Warrantor** which expression will include its successors and assigns).

BACKGROUND

A. The Warrantor has supplied the items described in Item 2 of the Schedule (**Equipment**) to the person described in Item 3 of the Schedule (**TSE Contractor**) for the tunnel and station excavation works component of the Sydney Metro City & Southwest (**Project**) being carried out by the TSE Contractor under the deed described in Item 4 of the Schedule (**Deed**) with Transport for NSW (ABN 18 804 239 602) (**Principal**) of Level 43, 680 George Street Sydney NSW 2000.

B. It is a requirement imposed by the Principal that the Warrantor give the following warranties in favour of the Beneficiary with respect to the Equipment.

OPERATIVE

1. The Warrantor:

   (a) warrants to the Beneficiary that the Equipment will be to the quality and standard stipulated by the Deed and will be of merchantable quality and fit for the purpose for which it is required; and

   (b) gives the warranty more particularly set out in Item 5 of the Schedule with respect to the Equipment.

   The above warranties are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.

2. The Warrantor warrants to the Beneficiary that it will replace so much of the Equipment as:

   (a) is found to be of a lower quality or standard than that referred to in clause 1; or

   (b) shows deterioration of such extent that in the opinion of the Beneficiary the Equipment ought to be made good or replaced in order to achieve fitness for the purpose for which it is required, whether on account of utility, performance, appearance or otherwise,

   within the period described in Item 6 of the Schedule.

3. The Warrantor covenants to the Beneficiary that it will bear the cost of any work necessary to any part of the Project to enable the requirements of clause 2 to be carried out or to make good the Project afterwards.

4. The Warrantor acknowledges to the Beneficiary that nothing contained in this Deed Poll is intended to nor will render the Beneficiary in any way liable to the Warrantor in relation to any matters arising out of the Deed or otherwise.

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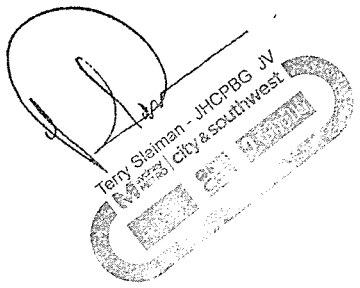
5. This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.

6. The Warrantor hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.



SCHEDULE

Item 1: Name and address of Warrantor

Item 2: Details of Equipment

(Background clause A)

Item 3: The TSE Contractor

(Background clause A)

Item 4: The deed titled "Sydney Metro City & Southwest Tunnel and Stations Excavation Works Design and Construction Deed"

(Background clause A)

Item 5: Detailed warranty of Warrantor

(Clause 1)

Item 6: Period of years

[ ] years from the expiry of the last Defects Correction Period as defined in the Deed.

(Clause 2)

Executed as a deed poll.

Executed [ ] by in the presence of:

Signature of witness

Signature of authorised signatory

Name of witness in full

Name of authorised signatory in full

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SCHEDULE A8

TSE Contractor's Personnel

(Clause 16.2(b))

Project Director

(a) The Project Director must possess a recognised qualification relevant to the position and the TSE Contractor's Activities and be experienced in the design, construction and project management of large projects similar to the Project Works and Temporary Works.

(b) The Project Director must at all times have authority to act on behalf of and bind the TSE Contractor in respect of the TSE Contractor's Activities.

(c) The Project Director must be engaged full-time during the design phase of the Project Works and the Temporary Works and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works.

(d) At the date of this deed, the Project Director is [redacted].

Design Manager

(a) The Design Manager must possess a recognised engineering qualification relevant to the position and the TSE Contractor's Activities and have at least fifteen years' experience in the overall management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works.

(b) The Design Manager must manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed (including the Overall D&C Program and any other Programs).

(c) At the date of this deed, the Design Manager is [redacted].

Construction Managers

(a) Each Construction Manager must possess a recognised engineering qualification relevant to the position and the TSE Contractor's Activities and have at least fifteen years' experience in the overall management of construction on large projects similar to the Project Works and Temporary Works.

(b) Each Construction Manager must be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works and must at all times have appropriate delegated authority to act on behalf of the TSE Contractor in respect of the TSE Contractor's Activities.

(c) At the date of this deed, the Construction Managers are [redacted].

Quality Manager

(a) The Quality Manager must:

(i) possess a recognised qualification relevant to the position and the TSE Contractor's Activities and have recent relevant experience in quality management on projects similar to the Project Works and the Temporary Works;

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(ii) have at least fifteen years' quality management experience, with extensive experience in the development and implementation of quality management systems and plans;

(iii) be available as the Principal's Representative's primary contact with the TSE Contractor on quality matters;

(iv) give the Principal's Representative access to information and personnel on quality matters and encourage a culture of disclosure and open discussion in respect of quality at all levels;

(v) be responsible for an induction and training program for all personnel involved in the performance of the TSE Contractor's Activities;

(vi) be responsible for and have the authority to develop the Quality Plan;

(vii) be given authority by the TSE Contractor to act freely and independently and to stop the progress of the relevant part of the TSE Contractor's Activities when any non-conformance with the quality requirements of this deed is identified and at specified Hold Points; and

(viii) be engaged full-time during the execution of the TSE Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to quality management of the TSE Contractor's Activities.

(b) At the date of this deed, the Quality Manager is [redacted].

Harbour Tunnelling Construction Managers and Subaqueous Tunnelling Experts

(a) Each Harbour Tunnelling Construction Manager must:

(i) possess a recognised engineering qualification relevant to the position and the TSE Contractor's Activities and have at least fifteen years' experience in the management of construction on large projects similar to the Project Works and Temporary Works;

(ii) have recent experience in the management of major tunnelling works in sub-aqueous soft and mixed ground conditions; and

(iii) be supported by a Subaqueous Tunnelling Expert who will provide specific support and advice throughout the delivery of the Project Works.

(b) At least:

(i) one Harbour Tunnelling Construction Manager must be full-time on or around the Construction Site during the construction phase of the tunnelling works under Sydney Harbour; and

(ii) one Subaqueous Tunnelling Expert must be available on site for the duration of the subaqueous tunnelling.

(c) At the date of this deed:

(i) the Harbour Tunnelling Construction Managers are [redacted] and

(ii) the Subaqueous Tunnelling Experts are [redacted]

Commercial Manager

(a) The Commercial Manager must:

(i) possess a recognised qualification relevant to the position and the TSE Contractor's Activities and be experienced in the management of commercial issues on major civil construction projects;

(ii) have at least ten years commercial management experience on major civil construction projects;

(iii) have recent relevant experience in effectively negotiating and communicating at a senior level with clients on major civil construction projects; and

(iv) be available as the Principal's Representative's primary contact with the TSE Contractor on contractual and commercial matters; and

(v) must at all times have appropriate delegated authority to act on behalf of the TSE Contractor in respect of contractual and commercial matters; and

(b) At the date of this deed, the Commercial Manager is [redacted].

Senior Stakeholder and Community Relations Manager

(a) The Senior Stakeholder and Community Relations Manager must:

(i) possess a recognised qualification relevant to the position and the TSE Contractor's Activities and have recent relevant experience in community involvement on projects similar to the Project Works and Temporary Works and have an understanding of stakeholder and community attitudes and needs in relation to the Project Works and Temporary Works;

(ii) have at least fifteen years' communications and community relations experience, with extensive experience in the management of community liaison, consultation and communications on major infrastructure projects;

(iii) be available as the Principal's Representative's primary contact with the TSE Contractor on stakeholder and community relations matters;

(iv) be experienced in the development and implementation of community involvement strategies and plans;

(v) be experienced in and have an understanding of NSW government public affairs processes;

(vi) be responsible for a stakeholder and community relations induction and training program for all personnel involved in the performance of the TSE Contractor's Activities;

(vii) be responsible for and have the authority to develop and implement the Community Liaison Plan; and

(viii) be engaged full-time during the execution of the TSE Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to stakeholder and community relations management of the TSE Contractor's Activities and be available at all times.

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(A) to take a proactive role in the stakeholder and community relations processes relating to the TSE Contractor's Activities as set out in this deed; and

(B) for contact by stakeholders and the community to answer questions and deal with complaints relating to the TSE Contractor's Activities.

(b) At the date of this deed, the Senior Stakeholder and Community Relations Manager is [redacted].

Environmental Manager

(a) The Environmental Manager must:

(i) possess a recognised qualification relevant to the position and the TSE Contractor's Activities and have recent relevant experience in environmental management on projects similar to the Project Works and Temporary Works;

(ii) have at least fifteen years' environmental 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 TSE Contractor on environmental matters;

(iv) be experienced in regulatory liaison and consultation;

(v) be responsible for all environmental compliance matters associated with the TSE Contractor Activities;

(vi) be responsible for an environmental management induction and training program for all personnel involved in the performance of the TSE Contractor's Activities;

(vii) be responsible for and have the authority to develop and implement the Construction Environmental Management Plan;

(viii) be given authority by the TSE 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 Project Works, Temporary Works and the TSE Contractor's Activities when any non-conformance with the environmental requirements of this deed is identified; and

(ix) be engaged full-time during the execution of the TSE Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to environmental management of the TSE Contractor's Activities.

(b) At the date of this deed, the Environmental Manager is [redacted].

Sustainability Manager and Sustainability Adviser

(a) The Sustainability Manager must:

(i) possess a recognised qualification relevant to the position and the TSE Contractor's Activities and have recent relevant experience in sustainability

management on projects similar to the Project Works and Temporary Works;

(ii) have at least five years' sustainability management experience, with previous experience in the provision of sustainability advice on the design and construction of engineering;

(iii) be available as the Principal's Representative's primary contact with the TSE Contractor on sustainability matters;

(iv) be responsible for a sustainability induction and training program for all personnel involved in the performance of the TSE Contractor's Activities;

(v) be responsible for and have the authority to develop and implement the Sustainability Plan;

(vi) be engaged full-time during the execution of the TSE Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to sustainability management of the TSE Contractor's Activities; and

(vii) be supported and mentored by a Sustainability Adviser who will provide strategy advice throughout the delivery of the Project Works.

(b) The Sustainability Adviser must contribute a minimum average of one day per week to the Project and have at least fifteen years' experience in developing and implementing infrastructure sustainability strategies.

(c) At the date of this deed:

(i) the Sustainability Manager is [redacted]; and

(ii) the Sustainability Adviser is [redacted]

Lead Safety Manager

(a) The Lead Safety Manager must:

(i) possess a bachelor's degree in health and safety or equivalent and have recent relevant work health and safety management experience on major infrastructure projects similar to the Project Works and Temporary Works;

(ii) have "Chartered" status with the Safety Institute of Australia or international equivalent (eg ASSE, IOSH etc);

(iii) have at least ten years' experience in work health and safety management on major infrastructure projects, with extensive experience in the preparation and implementation of work health and safety management systems and plans;

(iv) be available as the Principal's Representative's primary contact with the TSE Contractor on work health and safety matters;

(v) be responsible for a work health and safety induction and training program for all personnel involved in the performance of the TSE Contractor's Activities;

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(vi) be responsible for and have the authority to develop and implement the Project Health & Safety Management Plan;

(vii) be given authority by the TSE Contractor to act freely and independently, to direct that all reasonable steps be taken where safety compliance is at risk and to stop the progress of the relevant part of the Project Works, the Temporary Works or the TSE Contractor's Activities when any non-conformance with the work health and safety requirements of this deed is identified; and

(viii) be engaged full-time during the execution of the TSE Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to work health and safety management of the TSE Contractor's Activities.

(b) At the date of this deed, the Lead Safety Manager is [redacted].

Traffic Manager

(a) The Traffic Manager must:

(i) possess a recognised qualification relevant to the position and the TSE Contractor's Activities and have recent relevant work experience in a traffic management position on large projects similar to the Project Works and Temporary Works in a confined CBD environment;

(ii) have a minimum of 10 years traffic management experience, with extensive experience in the preparation and implementation of construction traffic management plans and traffic control plans;

(iii) have experience in regulatory liaison and consultation;

(iv) be given authority by the TSE Contractor to act freely and independently, to require all reasonable steps be taken to avoid or minimise adverse traffic impacts and to stop the progress of the relevant part of the Project Works, the Temporary Works or the TSE Contractor's Activities when any non-conformity with the traffic management requirements of this deed is identified; and

(v) be full-time on or around the Construction Site during the construction phase of the TSE Contractor's Activities with responsibility for the management of traffic and must at all times have appropriate delegated authority to act on behalf of the TSE Contractor in respect of the TSE Contractor's Activities and be available at all times for matters regarding road occupancy licences.

(b) At the date of this deed, the Traffic Manager is [redacted].

Workforce Development and Industry Participation Manager

(a) The Workforce Development and Industry Participation Manager must:

(i) possess a university degree in human resources, organisational development or education;

(ii) have at least 10 years' training and/or learning and development work experience in a similar role within the rail or civil construction industry;

(iii) have demonstrable and significant experience dealing at a strategic level with education providers, RTOs, skill services organisations;

(iv) have experience:

(A) managing or delivering nationally accredited programs within recognised Industry training packages;

(B) delivering workforce development requirements within infrastructure projects;

(C) working with the implementation and delivery of diversity and inclusion programs; and

(D) liaising with state and federal agencies in relation to accessing funding opportunities related to training;

(v) have demonstrable knowledge and understanding of Aboriginal Communities and their cultures and an understanding of the issues affecting Aboriginal people;

(vi) have high level communication skills, including the ability to effectively work within a team, liaise with community and engage with stakeholders; and

(vii) have excellent communication and leadership skills.

(b) At the date of this deed, the Workforce Development and Industry Participation Manager is [redacted].

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Official

SCHEDULE A9

Form of Independent Certifier Deed

(Clause 1.1 and 11.2)

SCHEDULE A12

Form of Interface Contractor Deed Poll

(Clauses 3.10(b)(i) and 6.2(b)(i)(D))

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Sydney Metro | city & southwest
John Holland CPB Ghella

Date: **[Insert date]**

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

(**TSE Contractor**)

Transport for NSW (ABN 18 804 239 602) of Level 43, 680 George Street, Sydney NSW 2000

(**TfNSW**)

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

(**Interface Contractor**)

Recitals

(A) Under the Sydney Metro City & Southwest Tunnel and Stations Excavation Design and Construction Deed dated **[insert date]** (**Contract**) between TfNSW and the TSE Contractor, the TSE Contractor agreed to design and construct certain works (**TSE Works**), on the land more particularly described in the Contract (the **Construction Site**).

(B) The Interface Contractor has been appointed under a contract (**Interface Contract**) to undertake certain works on the Construction Site (**Interface Contractor Work**).

(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 TSE Works and the Interface Contractor Work are a 'construction project' within the meaning of the WHS Legislation.

(D) Under the Contract, TfNSW engaged John Holland Pty ltd (ABN 11 004 282 268) (**John Holland**) as principal contractor and authorised John Holland 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, TfNSW is required to procure the provision of this Deed Poll from each Interface Contractor (as that term is defined in the Contract) that undertakes Interface Contractor Work (as that term is defined in the Contract).

This Deed Poll provides

1. In consideration of the TSE Contractor accepting this Deed Poll, the Interface Contractor agrees that:

   (a) the Interface Contractor, its subcontractors and their respective personnel while they are on the Construction Site, will comply with Construction Site safety regulations, any Construction Site rules or regulations and with all directions of the TSE Contractor and John Holland with respect to work health and safety;

(b) the Interface Contractor, its subcontractors and their respective personnel will comply in a timely manner with directions of the TSE Contractor and John Holland so that John Holland discharges its obligations as principal contractor;

(c) the Interface Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the TSE Contractor, John Holland, TfNSW and all other persons who have a work health and safety duty in relation to the same matter;

(d) the Interface Contractor, its subcontractors and their respective personnel will comply with the work health and safety plan(s) prepared by the TSE Contractor while on the Construction Site;

(e) the TSE Contractor or John Holland may exclude the Interface Contractor, any of its subcontractors and their respective personnel from the Construction Site for work health and safety reasons;

(f) the TSE Contractor or John Holland may direct the Interface 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 Interface Contractor Work, the Interface 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 TfNSW, the TSE Contractor and John Holland 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 TSE Contractor or John Holland, suspend the performance of any high risk construction work;

(h) the Interface Contractor shall in carrying out the work under the Interface Contract, comply with, and ensure that all subcontractors and personnel comply with the WHS Legislation; and

(i) in its contracts with subcontractors, the Interface Contractor will ensure that the subcontractor is obliged to give the same obligations and rights as required of the Interface Contractor under this Deed Poll.

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

(a) any failure by the Interface Contractor to comply with any direction given by the TSE Contractor or John Holland in accordance with this Deed Poll; or

(b) any breach by the Interface 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.

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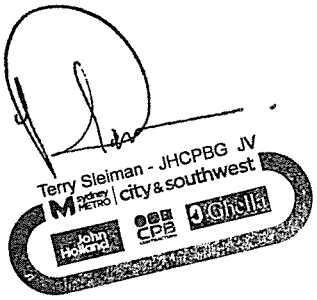
John Holland CPB Ghella

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 **[Interface Contractor]** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director	Signature of company secretary/other director
Full name of director	Full name of company secretary/other director



SCHEDULE A13

Designer's Deed of Covenant

(Clause 3.2(k))

THIS DEED POLL is made the day of 20

TO: Transport for NSW (ABN 18 804 239 602) of Level 43, 680 George Street Sydney NSW 2000 (**Beneficiary**)

BY: [ ] (ABN [ ]) of [ ] (**Designer**)

BACKGROUND

A. The Beneficiary 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 the 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 12.6(b)(i)(B) 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 required under the Design Work Deed or would have been entitled to be indemnified for that liability under a policy of insurance required under its Design Work Deed but for any act or omission of the Designer and, in each case, up to the maximum of the amount of the relevant insurance required under the Design Work Deed.

SCHEDULE

[INSERT DESCRIPTION OF DESIGN WORK]

EXECUTED as a deed poll.

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Westral City & Southwest

SCHEDULE A14

DAB Agreement

(Clauses 1.1 and 23)

Dispute Avoidance Board Agreement

This Agreement is made at on the day of 20[ ] between the following parties:

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

   and

2. **[insert name]** (ABN ***[insert]***) of ***[insert address]*** (**TSE Contractor**)

   and

3. **Members of the Dispute Avoidance Board** (collectively **Members**), namely:

   [**insert name**] of [***insert address***]

   [**insert name**] of [***insert address***]

   [**insert name**] of [***insert address***]

RECITALS:

A. The Principal and the TSE Contractor have entered into a deed for the delivery of the tunnel and station excavation works component of Sydney Metro City & Southwest (**TSE Contract**).

B. Clause 23 of the TSE Contract provides for a dispute resolution process that involves, through the establishment and the operation of a Dispute Avoidance Board, assistance in avoiding Disputes under the TSE Contract.

C. This agreement sets out the rights, obligations and duties of the Members, the Principal and the TSE Contractor in relation to the Dispute Avoidance Board (the **Agreement**).

THIS AGREEMENT PROVIDES

1. **Definitions and Interpretation**

1.1 **Definitions**

In this Agreement:

Members means the three individuals appointed to the Dispute Avoidance Board in accordance with this Agreement.

TSE Contract means the deed titled "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" between the Principal and the TSE Contractor dated on or about the date of this Agreement.

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1.2 **Terms defined in the TSE Contract**

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the TSE Contract.

1.3 **Interpretation**

In this Agreement unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

(i) a reference to:

(i) a party or clause is a reference to a party or clause of or to this Agreement; and

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

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

(k) for all purposes (other than where designated as a Business Day), day means calendar day;

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

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

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

2. **Agreement to Prevail**

(a) The parties agree that if there is any inconsistency between the terms of this Agreement and the TSE Contract the terms of this Agreement will prevail to the extent of the inconsistency.

(b) This Agreement is effective as of the date all parties sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 23.14 of the TSE Contract.

3. **Formation of the Dispute Avoidance Board**

The parties acknowledge that the Dispute Avoidance Board:

(a) has been formed; and

(b) is constituted by the Members; and

(c) must perform its obligations and functions under the TSE Contract and this Agreement.

4. **Establishment of Procedures**

During the first meeting at the Construction Site, the Dispute Avoidance Board will establish procedures for the conduct of its routine site visits and other matters in accordance with the procedures included in Appendix 1 to this Agreement (unless otherwise agreed by the parties).

5. **Selection of Experts**

Where a Dispute has been referred to expert determination under clause 23.4 of the TSE Contract, and the parties are unable to agree on the identity of the person to be appointed as expert within 5 Business Days, the Dispute Avoidance Board must nominate an Expert to determine the Dispute in accordance with the Resolution Institute's Expert Determination Rules as amended by Schedule A23 of the TSE Contract.

6. **Dispute Avoidance Board Member's Obligations**

6.1 **Impartiality**

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

6.2 **Independence**

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement and in accordance with clause 6 of this Agreement.

6.3 **General Duties**

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

(a) with due care and diligence;

(b) in compliance with the TSE Contract and this Agreement; and

(c) in compliance with all applicable Laws.

7. **Costs and fees**

(a) The Principal and the TSE Contractor are jointly and severally liable for the payment of the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 2.

(b) The Principal and the TSE Contractor agree as between themselves that:

(i) they will each pay one half of the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 2; and

(ii) they will each bear their own costs of, and incidental to, the preparation of this Agreement.

(c) All claims for payment by the Members must be submitted and processed in accordance with the payment procedure set out in Appendix 3.

8. **The Principal's Commitment and Responsibilities**

The Principal acknowledges and agrees that it must:

(a) act in good faith towards each Member and the Dispute Avoidance Board;

(b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and

(c) except for its participation in the Dispute Avoidance Board's activities as provided in the TSE Contract and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

9. **TSE Contractor's Commitments and Responsibilities**

The TSE Contractor acknowledges and agrees that it must:

(a) act in good faith towards each Member and the Dispute Avoidance Board;

(b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and

(c) except for its participation in the Dispute Avoidance Board's activities as provided in the TSE Contract and this Agreement, not solicit advice or consultation from the

Dispute Avoidance Board or the Members on matters which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

10. Confidentiality

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

(a) to keep that information confidential;

(b) not to disclose that information except if compelled by Law to do so;

(c) not to use that information for a purpose other than the avoidance or resolution of the Dispute; and

(d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

11. Conflict of Interest

(a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must promptly inform the Principal and the TSE Contractor and the other Members of the Dispute Avoidance Board.

(b) Within five Business Days of notification under clause 11(a):

(i) either the Principal or the TSE Contractor may give notice that the Member should be replaced; and

(ii) the other Members of the Dispute Avoidance Board will confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced.

(c) In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the Dispute Avoidance Board and a reappointment will occur pursuant to clause 15.3.

12. Liability

12.1 Liability

Each Member is not liable to either the Principal or the TSE Contractor for any act or omission done in good faith and with due care and diligence.

12.2 Due Care and Diligence

For the purpose of clause 12.1, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

13. Indemnity

13.1 Indemnity

The Principal and the TSE Contractor each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in good faith and with due care and diligence.

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city&southwest

13.2 **Due Care and Diligence**

For the purpose of clause 13.1, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

14. **Termination of Agreement**

Subject to clause 15.3, this Agreement may be terminated by mutual written agreement of the Principal and the TSE Contractor. However, this Agreement will remain in force until a replacement to this Agreement has been fully executed.

15. **Members' Termination**

15.1 **Resignation**

A Member may resign from the Dispute Avoidance Board by providing 30 Business Days' written notice to the other Members, the Principal and the TSE Contractor.

15.2 **Termination**

A Member's appointment may be terminated at any time if the Principal and the TSE Contractor agree to do so.

15.3 **Re-Appointment**

The parties acknowledge and agree that if:

(a) a Member resigns under clause 11(c) or 15.1; or

(b) the appointment of a Member is terminated by the Principal and the TSE Contractor under clause 15.2;

then:

(c) a replacement Member may be appointed in accordance with clause 23.13 of the TSE Contract; and

(d) the parties, the Members and any new Member must enter into a replacement agreement substantially similar to this Agreement as a condition of a valid re-appointment under the terms of the TSE Contract.

16. **Governing Law**

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New South Wales.

(b) Subject to clause 23 of the TSE Contract, each party hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

17. **Relationship of the Parties**

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

18. **Notices**

(a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address, sent by email in the form of a .pdf file as set out below (or to any new address or email address that a party notifies to the others).

(i) to the Principal: ***[to be completed]***

(ii) to the TSE Contractor: ***[to be completed]***

(iii) to the Members: ***[to be completed]***

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by email will be taken to have been received:

(i) if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or

(ii) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day.

19. **Giving effect to this Agreement**

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

20. **Survival of terms**

The parties agree that clauses 7, 12 and this clause 20 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

21. **Waiver of rights**

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

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

22. **Operation of this Agreement**

(a) Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.

(b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.

(c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

23. Amendment

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

24. Counterparts

(a) This Agreement may be executed in counterparts, which taken together constitute one instrument.

(b) A party may execute this Agreement by executing any counterpart.

25. Attorneys

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

EXECUTED as an agreement

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

Signature of witness	Signature of authorised delegate
Full name of witness	Name of authorised delegate

[***Note: Execution blocks for TSE Contractor members to be inserted***]

Terry Sleiman - JHCPBG JV

APPENDIX 1

Dispute Avoidance Board General Operating Procedures

1. GENERAL

1.1 The role of the Dispute Avoidance Board is to provide specialised expertise in technical and administration aspects of the TSE Contract in order to assist the parties to the TSE Contract in attempting to prevent Disputes.

1.2 Except when participating in the Dispute Avoidance Board's activities as contemplated by the TSE Contract and this Agreement, the parties to the TSE Contract shall not communicate with the Dispute Avoidance Board or its Members on matters dealing with the conduct of the work or resolution of problems.

1.3 The TSE Contractor will, following agreement with the Principal, furnish to each of the Dispute Avoidance Board members all documents necessary for the Dispute Avoidance Board to perform its functions, including copies of all TSE Contract documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of potential Disputes and other matters.

1.4 The individual Members are not the representative of the party which appointed that representative. The entire Dispute Avoidance Board must function as an objective, impartial and independent body at all times.

1.5 There must be no communication between Members and employees of the parties to the TSE Contract during the life of the Dispute Avoidance Board without the Members informing the parties to the TSE Contract. The parties to the TSE Contract must direct any matters needing attention between meetings of the Dispute Avoidance Board to the chairperson of the Dispute Avoidance Board.

1.6 The Members shall make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.

1.7 Communications between the parties and the Dispute Avoidance Board for the purpose of attempting to prevent Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under clause 23 of the TSE Contract.

2. FREQUENCY OF REGULAR MEETINGS AND SITE VISITS

2.1 The frequency and scheduling of meetings and site visits necessary to keep the Dispute Avoidance Board properly informed of the project circumstances will generally be agreed between the Dispute Avoidance Board and the parties to the TSE Contract.

2.2 In the case of a failure to agree between the Dispute Avoidance Board and the parties to the TSE Contract, the Dispute Avoidance Board will schedule the meetings and visits as it sees fit.

2.3 The frequency of meetings of the Dispute Avoidance Board should generally be two monthly but this may be influenced by work progress, unusual events and the number and complexity of potential Disputes.

2.4 The first Dispute Avoidance Board meeting should be held within one month of the date of this Agreement.

3. AGENDA FOR REGULAR MEETINGS

3.1 The chairperson will develop an agenda for each regular meeting in accordance with the requirements of the TSE Contract.

3.2 Dispute Avoidance Board meetings held for the purposes of briefing and updating the Members on performance and progress of the work under the TSE Contract and issues or potential issues between the parties shall be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.

3.3 At the conclusion of the meeting, the Dispute Avoidance Board will generally inspect the Project Works and the Construction Site in the company of representatives of both parties to the TSE Contract. Any areas of the Project Works or Construction Site that are or may be the subject of any potential Dispute will be pointed out by the parties to the TSE Contract.

4. MINUTES OF MEETINGS

4.1 The chairperson will prepare minutes of the regular meetings of the Dispute Avoidance Board and these draft minutes will be circulated to the Dispute Avoidance Board members and the parties to the TSE Contract for comments, additions and corrections.

4.2 In accordance with clause 3.2 of this Appendix 1, the minutes of Dispute Avoidance Board meetings held shall be marked "in-confidence, without prejudice".

4.3 Minutes as amended will be adopted by the parties and the Dispute Avoidance Board members at the next meeting.

5. COMMUNICATIONS

5.1 All communications by the parties to the Dispute Avoidance Board outside the Dispute Avoidance Board meetings should be directed in writing to the chairperson and copied to the other Members and to the other party. All communications by the Members to the parties should be addressed to the persons named in clause 18(a) of this Agreement.

6. REPRESENTATION

6.1 The parties shall each ensure they are represented at Dispute Avoidance Board meetings by at least one senior project personnel and at least one senior off-site person to whom the on-site personnel reports. The parties shall inform the chairperson of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.

APPENDIX 2

Schedule of Fees and Disbursements

Item	Work/Scope/ Description	Fee Arrangement	Fee Rate (excl. GST)		
			[***Insert***] Chair	[***Insert***]	[***Insert***]
1.	Routine DAB Meetings and site inspections (nominal frequency of 2-3 month intervals)	Daily fee, normal meeting duration on site of approximately one day, including travel time and preparation	$[***Insert***]	$[***Insert***]	$[***Insert***]
2.	All work carried out in connection with the DAB, other than attendance at DAB meetings and site inspections	Hourly fee	$[***Insert***]	$[***Insert***]	$[***Insert***]
4.	Special travel expenses and reasonable out-of-pocket expenses.	This item is only required if special travel is required for specific purposes, other than normal DAB meetings and site inspections	To be approved by the parties in advance and reimbursed at cost, supported by receipts.		
5.	Escalation provision	Annual adjustment commencing on 1 July 2018	3% per annum		

APPENDIX 3

Payment Procedure

1. Payment claims

At the end of each month in which the Members perform services under this Agreement, each Member must submit to both the Principal and the TSE Contractor an account for payment on account of the Member's fees and disbursements:

(a) setting out the value of the services performed in accordance with this Agreement during the relevant month;

(b) calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 2; and

(c) in such form and with such details and supporting documentation as the Principal and the TSE Contractor may reasonably require (including details of the time expended by the Member in performing the services).

2. Payment and notification of disputed amounts

(a) Within 20 Business Days after receipt of the account for the month (submitted in accordance with Section 1 of this Appendix 3), the Principal and the TSE Contractor must each pay each Member 50% of the amount claimed by each Member for services performed during the month which is not disputed.

(b) If the Principal or the TSE Contractor disagrees with the amount included in an account submitted by a Member then, within 10 Business Days of receipt of the relevant Member's account, the Principal or the TSE Contractor (as applicable) must notify the relevant Member in writing of the reasons for any amount which is disputed (with a copy to the Principal or the TSE Contractor, as applicable).

(c) If the Principal, the TSE Contractor and the relevant Member do not resolve the matter within 10 Business Days after the issue of the Principal's or the TSE Contractor's written notice, the Principal and the TSE Contractor (acting reasonably) must jointly determine the dispute. Any determination by the Principal and the TSE Contractor in respect of the amount payable must be given effect to by the Principal, the TSE Contractor and the relevant Member unless and until it is reversed or overturned in any subsequent court proceedings.

3. Goods and services tax

(a) A party must pay GST on a taxable supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to the other party at or before the time that the other party is required to pay the GST.

(b) Terms used in this section 3 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

SCHEDULE A15

Deed of Novation - Subcontracts

(Schedule A4)

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**

Terry Sleiman - JHCPBG JV
M sydney METRO | city & southwest
John Holland CPB Ghella

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**

Terry Sleiman - JHCPBG JV
city&southwest

From the Effective Date:

(a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and

(b) any reference in the Contract to the Retiring Party shall be read as a reference to the Substitute Party.

3.2 **Assumptions of rights and obligations**

(a) From the Effective Date the Substitute Party:

(i) will be bound by and shall comply with the terms of the Contract as amended by this deed, and shall enjoy the rights and benefits conferred on the Retiring Party under the terms of the Contract; and

(ii) will assume the obligations and Liability of the Retiring Party under the terms of the Contract,

in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.

(b) From the Effective Date the Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

3.3 **Release by Continuing Party**

From the Effective Date:

(a) the Continuing Party releases the Retiring Party from:

(i) any obligation or Liability under or in respect of the Contract; and

(ii) (any action, claim and demand it has against the Retiring Party under or in respect of the Contract; and

(b) this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract.

3.4 **Release by Retiring Party**

From the Effective Date the Retiring Party releases the Continuing Party from:

(a) any obligation or Liability under or in respect of the Contract; and

(b) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party under or in respect of the Contract,

except that nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract.

3.5 **Insurance**

From the Effective Date:

(a) the Substitute Party must have in place insurances which replace the insurances required to be effected and maintained by the Retiring Party under the terms of the Contract; and

(b) the Continuing Party must take the necessary steps to ensure that, for all insurances required to be effected by the Continuing Party under the terms of the Contract, the Substitute Party is named in place of the Retiring Party as required by the Contract.

3.6 **Replacement of Guarantees**

From the Effective Date the Substitute Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Continuing Party.

4. **Overriding effect**

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Contract relating to any requirement for consent to assignment of the Contract so far as any such provisions would apply with respect to the novation of the Contract to the Substitute Party.

5. **Representations and warranties**

5.1 **Authority**

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

5.2 **Authorisations**

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

5.3 **Binding obligations**

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

6. **Duties, Costs and Expenses**

6.1 **Stamp Duty**

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city&southwest

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

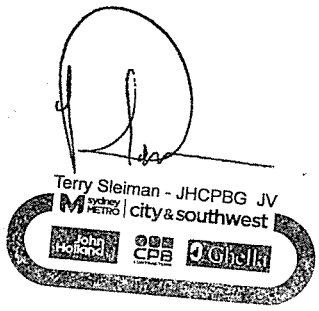
(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

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**

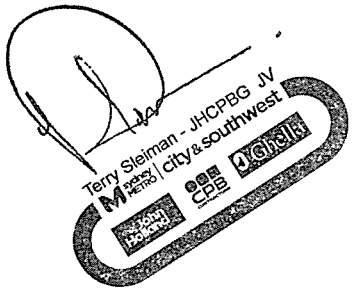
A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.



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

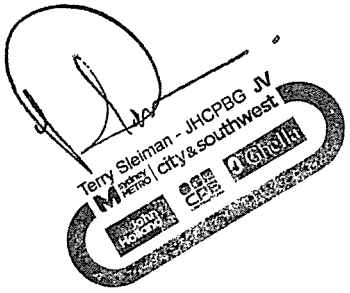
Executed by **[Continuing Party and ABN]** by or in the presence of:

Terry Sheiman - JHCPBG JV
Walker | city & southwest
CPB
AGIRA

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

Executed by **[Substitute Party and ABN]** by or in the presence of:

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



SCHEDULE A16

Deeds of Novation – Demolition Contract

(Clauses 1.1 and 14.3(b)(i))

[redacted]

[redacted]

SCHEDULE A17

Deed of Disclaimer

(Clauses 1.1, 10.7 and 10.8)

Terry Sleiman - JHCPBG JV
city & southwest

sydney METRO | city & southwest

John Holland | CPB CONTRACTORS | Ghella

TSE WORKS

Proposal Form B
Form of Deed of Disclaimer

Proposal forms and basis of offer

Form of Deed of Disclaimer

Deed of Disclaimer

Dated: 21 December 2016

By: John Holland Pty Ltd (ABN 11 004 282 268)

CPB Contractors Pty Ltd (ABN 98 000 893 667)

Ghella Pty Ltd (ABN 85 142 392 461)

In favour of: **Transport for NSW (ABN 18 804 239 602) a New South Wales Government agency constituted by section 3C of the Transport Administration Act 1988 (NSW) of** South Building, Ground Floor, 22 Giffnock Avenue, Macquarie Park NSW 2113, Australia (**TfNSW**).

This Deed Poll is made by the Tenderer in favour of TfNSW in respect of the tender for the design and construction of the tunnel and station excavation works component ("**TSE Works**") of the Sydney Metro City & Southwest project ("**Sydney Metro City & Southwest**").

1. In consideration of TfNSW inviting the Tenderer to submit a Tender for the TSE Works ("**Tender**") in accordance with the documents that comprise the Request for Tender ("**Tender Documents**"), 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 TSE 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 has provided it with the Information Documents and may at any time and from time to time provide it with further Information Documents;
      ii. the Information Documents:
         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 TSE Works;
      iii. TfNSW does not owe any duty of care or other responsibility to the Tenderer with respect to the Information Documents;
      iv. to the extent that TfNSW is not the author or source of any of the Information Documents it 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 including the accuracy, adequacy, suitability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Information Documents;
      vi. where any information or document is referred to and incorporated by reference in an Information Document, the Tenderer should not rely upon any summary of the information or document which appears in the Information Document;
      vii. no representation or warranty (express or implied) has been made by TfNSW (or by anyone on its behalf) to the Tenderer that the Information Documents are accurate, adequate, suitable or complete for any purpose connected with the TSE 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 TSE 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 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 TSE Works based on its own investigations, interpretations, deductions, information and determinations including (without limitation) its own independent evaluation of the accuracy, adequacy, suitability and completeness of the Information Documents for the purposes of the TSE 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 TSE Works; and

ii. it will not in any way rely upon:

A. the Information Documents; or

B. the accuracy, adequacy, suitability or completeness of the Information Documents,

for any purpose in connection with the TSE Works or Sydney Metro City & Southwest, including for the purposes of preparing its Tender or entering into any Project Contracts in respect of the TSE Works;

f. acknowledges and agrees that:

i. TfNSW will be providing the Information Documents 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 by the Tenderer or any other person associated with the Tender to whom the Information Documents 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:

i. the provision of, or the purported reliance upon, or use of, the Information Documents by the Tenderer or any other person to whom the Information Documents are disclosed by the Tenderer; or

ii. the Information Documents:

A. A. being relied upon; or

B. 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 Schedule 2 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 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; and

i nothing in section 1 of this Deed Poll applies to the documents identified as Reliance Information in Part 2 of Schedule D9 of the Project Contract.

2. In consideration of TfNSW agreeing to provide the Tenderer with the Tender Documents and the Information Documents (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 the Sydney Metro City & Southwest ceasing,

it will either:

i. deliver to TfNSW; or

ii. 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. The Tenderer:

a. warrants that it will comply with the terms of this Deed Poll and the Tender Documents; and

b. acknowledges and agrees that:

i. TfNSW may (in its absolute discretion) exclude the Tenderer from participation in the tender process where the Tenderer is in breach of any term of this Deed Poll or any material condition or requirement of the Tender Documents; and

ii. to the maximum extent permitted by law, the Tenderer will have no Claim against TfNSW arising out of or in any way in connection with TfNSW's exercise of its rights under clause 3(b)(i).

4. 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 TSE 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

for restitution, quantum meruit or unjust enrichment.

"Expression of Interest" means a submission received by TfNSW in response to its Invitation for EOIs, by which applicants expressed interest in being shortlisted to submit a Tender for the TSE Works.

"Information Document" means any information, data, document or material which is:

a. referred to in the Schedule;

b. issued or made available by, or on behalf of, TfNSW or the NSW Government to the Tenderer in connection with the Invitation for EOIs, Request for Tender, the Project Contracts, the TSE Works or the Sydney Metro City & Southwest (including, without limitation, anything issued or made available through TfNSW's website or a data room) and which at the time of issue (or being made available) is expressly classified or stated to be an "Information Document";

c. issued or made available by, or on behalf of, TfNSW or the NSW Government to the Tenderer in connection with the Invitation for EOIs, Request for Tender, the Project Contracts, the TSE Works or the Sydney Metro City & Southwest (including, without limitation, anything issued or made available through TfNSW's website or a data room), but which is not intended to form part of the Invitation for EOIs or Request for Tender (as applicable), regardless of whether or not it is expressly classified or stated to be an "Information Document"; or

d. referred to or incorporated by reference in an Information Document,

whether issued or made available:

a. on, before or after the Closing Date and Time for Tenders specified in the Request for Tender (including any such information, data, document or material made available as part of the Expression of Interest phase); or

b. 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.

"Invitation for EOIs" means the invitation for expressions of interest to be shortlisted to submit a Tender for the TSE Works.

"Request for Tender" means the invitation to submit a Tender for the TSE Works.

"Scope of Works and Technical Criteria" means the document of this name which is provided as part of the Request for Tender.

5. 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.
6. This Deed Poll may be executed in any number of counterparts by each person making up the Tenderer. Each counterpart constitutes the Deed Poll of each person who has executed and delivered that counterpart and all counterparts together constitute one Deed Poll.
7. This Deed Poll cannot be revoked or otherwise modified without the prior written consent of TfNSW.
8. 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.
9. This Deed Poll is governed by the laws of New South Wales, Australia.

Terry Sleiman - JHCPBG JV
Sydney METRO | city & southwest

Schedule

The following documents:

[Note: the list of information documents for inclusion in this Schedule will be provided by TfNSW.]

Terry Sleiman - JHCPBG JV

Executed as a deed poll

[Note: Select and include appropriate execution block for each joint venture participant that comprises the Tenderer (either power of attorney or as per section 127 of the Corporations Act) depending on the manner in which each joint venturer will execute this deed poll. Additional execution blocks to be included for each joint venturer as required. If any joint venturer executes this deed poll under power of attorney a copy of the relevant power of attorney must also be provided.]

[redacted]

SCHEDULE A18

Information Documents

(Clause 1.1 and 10.8)

Number	Document	Type	Extension
01	**Information Documents**	**Main Folder**	
01.01	Section 01 - Sydney Metro Environment Sustainability Policy	*Document*	pdf
01.02	Section 02 - Refernce Design extract - Underground Structures Report	*Document*	pdf
01.03	Section 03 - Reference Design extract - Geotechnical Interpretive Report - Reference Design_REV A	*Document*	pdf
01.04	Section 04 - Geotechnical Long Section	*Document*	pdf
01.05	Section 05 - Borehole Locations	*Document*	pdf
01.06	Section 06 - Test Types Available	*Document*	pdf
01.07	Section 07 - Indicative Project Program	*Document*	pdf
01.08	Section 08 - Reference Design extract - Alignment and Cross Sections	*Document*	pdf
01.09	Section 09 - Construction Land	*Document*	pdf
01.10	Section 10 - Commercial Risk Allocation	*Document*	pdf
01.10a	Section 10 - Commercial Risk Allocation (Updated - Clean)	*Document*	pdf
01.10b	Section 10 - Commercial Risk Allocation (Updated - Markup)	*Document*	pdf
01.11	Section 11 - Early Completion Info Doc	*Document*	pdf
01.12	Section 12 - Workforce and Industry Participation EOI Guidance	*Document*	pdf
01.13	TSE Registrants Briefing Presentation 29 April 2016	*Document*	pdf
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01.14.02.005	D 183 A058	*Document*	pdf
01.14.02.006	D 183 A813	*Document*	pdf
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01.14.09	**Westfield Basement Data**	Folder	
01.14.09.01	Westfield Basement Data - Zip File	*Document*	zip
01.14.09.02	Building Plans - 100 Market St (Centrepoint)176-180 Pitt St(Westfield)	*Document*	zip
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01.14.10.01	Historical CBD Metro Basements 2009	*Document*	zip
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01.14.13.04.24	55 Hunter - Floor Plans Basements	*Document*	pdf
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01.14.13.04.32	55 Hunter - Structural Old 4 plus Elevations	*Document*	pdf
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01.14.14.02	170443-UT-[B] AutoCAD 2010	*Document*	dwg
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01.14.14.04	175Castlereag~1st floor	*Document*	pdf
01.14.14.05	250 Basement	*Document*	pdf
01.14.14.06	Basement Old Ground floor layout 173	*Document*	pdf
01.14.14.07	Basement Wall Details	*Document*	pdf
01.15	**Other Works Packages Procurement Documentation**	Folder	
01.15.01	**Demolition**	Folder	
01.15.01.01	**01 RFT and Returnable Schedules**	Folder	
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01.15.01.01.01.01	Returnable Schedule 1 - Tender Form (Final)	*Document*	pdf
01.15.01.01.01.02	Returnable Schedule 10 - Disclosure of Cont	*Document*	pdf
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01.15.01.01.01.04	Returnable Schedule 12 - Work Health & Safe	*Document*	pdf
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01.15.01.01.01.06	Returnable Schedule 14 - Relevant Capabilit	*Document*	pdf
01.15.01.01.01.07	Returnable Schedule 15 - Initial Management	*Document*	pdf
01.15.01.01.01.08	Returnable Schedule 16 - Management Structu	*Document*	pdf
01.15.01.01.01.09	Returnable Schedule 17 - WHS Env IR Disclos	*Document*	pdf
01.15.01.01.01.10	Returnable Schedule 2 - Statutory Declarati	*Document*	pdf
01.15.01.01.01.11	Returnable Schedule 3A - Tender Lump Sum Pr	*Document*	pdf

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01.15.01.01.01.13	Returnable Schedule 4 - Insurance Details (	*Document*	pdf
01.15.01.01.01.14	Returnable Schedule 5 - Parent Company Guar	*Document*	pdf
01.15.01.01.01.15	Returnable Schedule 6 - Deed of Disclaimer	*Document*	pdf
01.15.01.01.01.16	Returnable Schedule 7 - Estimated Cashflow	*Document*	pdf
01.15.01.01.01.17	Returnable Schedule 8 - Compliance Schedule	*Document*	pdf
01.15.01.01.01.18	Returnable Schedule 9 - Building Code Compl	*Document*	pdf
01.15.01.01.02	RFT Demolition Main Body (Final)	*Document*	pdf
01.15.01.02	**02 Attachment A - Demolition Contract**	Folder	
01.15.01.02.01	Demolition Contract (Clean) - 11 August 2016	*Document*	pdf
01.15.01.02.02	Demolition Contract Schedules (Clean) - 11 Augus	*Document*	pdf
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01.15.01.03.01	**B1 - SWTC**	Folder	
01.15.01.03.01.01	Scope of Works and Technical Criteria	*Document*	pdf
01.15.01.03.01.02	**SWTC Appendices**	Folder	
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01.15.01.03.01.02.02	175 Castlereagh St	*Document*	pdf
01.15.01.03.01.02.03	181 Miller St North Sydney	*Document*	pdf
01.15.01.03.01.02.04	511-519 Pacific Highway Crows Nest	*Document*	pdf
01.15.01.03.01.02.05	55 Hunter	*Document*	pdf
01.15.01.03.02	**B2 - SMRs**	Folder	
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01.15.01.03.02.04	Attachment B2 - SMR - Prelude (Final)	*Document*	pdf
01.15.01.03.02.05	Attachment B2 - SMR - S (Final)	*Document*	pdf
01.15.01.03.02.06	Attachment B2 - SMR - W (Final)	*Document*	pdf
01.15.01.04	**04 Attachment C - Site Access Schedule Drawings**	Folder	
01.15.01.04.01	Site Access Schedule Drawings (Final)	*Document*	pdf
01.15.01.05	**05 Attachment D - Adjoining Owner Agreements**	Folder	
01.15.01.05.01	Attachment D1 - Standard Form Adjoining Owner Agreement	*Document*	pdf
01.15.01.05.02	Attachment D2 - List of Properties and Adjoining Owner Agreement Rights and Obligations	*Document*	pdf
01.15.01.05.03	Attachment D3 - Principals Responsibilities for Adjoining Owner Agreement	*Document*	pdf
01.15.01.06	**06 Attachment E - Deposited Plans for Site Access Schedule**	Folder	
01.15.01.06.01	**Chatswood**	Folder	
01.15.01.06.01.01	Deposited Plan 204133	*Document*	pdf
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01.15.01.06.01.10	Deposited Plan 58646	*Document*	pdf
01.15.01.06.01.11	Deposited Plan 60346	*Document*	pdf
01.15.01.06.01.12	Deposited Plan 647072	*Document*	pdf
01.15.01.06.01.13	Deposited Plan 647072(88B)	*Document*	pdf
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01.15.01.06.01.15	Deposited Plan 66854	*Document*	pdf
01.15.01.06.01.16	Deposited plan 72759	*Document*	pdf
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01.15.01.06.02.04	Deposited Plan 575046	*Document*	pdf
01.15.01.06.02.05	Deposited plan 655677	*Document*	pdf
01.15.01.06.02.06	Deposited plan 747672	*Document*	pdf
01.15.01.06.02.07	Strata Plan 52547	*Document*	pdf
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01.15.01.06.03.06	Deposited Plan 622660	*Document*	pdf
01.15.01.06.03.07	Deposited Plan 622660(88B)	*Document*	pdf
01.15.01.06.03.08	Deposited Plan 623924	*Document*	pdf
01.15.01.06.03.09	Deposited Plan 667553	*Document*	pdf
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01.15.01.06.04.05	Deposited Plan 647285(88B)	*Document*	pdf
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01.15.01.06.05.02	Deposited Plan 1042711(88B)	*Document*	pdf
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01.15.01.06.05.06	Deposited Plan 596474	*Document*	pdf
01.15.01.06.05.07	Deposited Plan 61187	*Document*	pdf
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01.15.01.06.06.06	Deposited Plan 70667	*Document*	pdf
01.15.01.06.06.07	Deposited Plan 734946	*Document*	pdf
01.15.01.06.06.08	Deposited Plan 734946(88B)	*Document*	pdf
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01.15.01.06.06.13	Strata Plan 35644(88B)	*Document*	pdf
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01.15.01.06.07.07	Deposited Plan 408116	*Document*	pdf
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01.15.01.06.07.17	Strata Plan 75492	*Document*	pdf
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01.15.01.07.15	Sydney Metro - DEMOLITION WORKS - RFT - Addendum 01 - Attachment 8	*Document*	docx
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01.15.01.09.02	Sydney Metro - DEMOLITION WORKS - RFT - Addendum 03 - Attachment 1 Scope of Works and Technical Criteria (Final)_Add 01 & 02 & 03	*Document*	pdf
01.15.01.09.03	Sydney Metro - DEMOLITION WORKS - RFT - Addendum 03 - Attachment 2 SM ES ST-210-CSW-Construction Noise Vibration Strategy	*Document*	pdf
01.15.01.09.04	Sydney Metro - DEMOLITION WORKS - RFT - Addendum 03 - Attachment 3 SM ES-FT-428 Sydney Metro Industry Curriculum (SMIC) Demolition Requirem...	*Document*	pdf
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01.15.01.10.02	Sydney Metro - DEMOLITION WORKS - RFT - Addendum 04 - Attachment 1	*Document*	pdf
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01.15.01.11.01	**Delta Pty Ltd**	Folder	
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01.15.01.11.01.02	Compare - Demolition Contract Schedules - RFT Version (11 Aug 2016) vs Delta Execution Version (16 Jan 2017)	*Document*	pdf
01.15.01.11.01.03	Sydney Metro - Demolition Contract & Schedules - Volume 1 (Delta)	*Document*	pdf
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01.15.01.11.01.05	Sydney Metro - Demolition Contract & Schedules - Volume 3 (Delta)	*Document*	pdf
01.15.01.11.01.06	Sydney Metro - Demolition Contract & Schedules - Volume 4 (Delta)	*Document*	pdf
01.15.01.11.01.07	Sydney Metro - Demolition Contract & Schedules - Volume 5 (Delta)	*Document*	pdf
01.15.01.11.01.08	Sydney Metro - Demolition Contract & Schedules - Volume 6 (Delta)	*Document*	pdf
01.15.01.11.01.09	Sydney Metro - Parent Company Guarantee - Delta Group Holdings Pty Ltd	*Document*	pdf
01.15.01.11.01.10	**Additional Information 9_Feb_2017**	Folder	
01.15.01.11.01.10.01	244204312_1_Demolition Contract - Delta Pty Ltd - Final Execution Version - 16 January 2017	*Document*	docx
01.15.01.11.01.10.02	244204317_1_Demolition Contract Schedules - Delta Pty Ltd - Final Execution Version - 16 January 2017	*Document*	docx
01.15.01.11.01.10.03	244204320_1_Schedule C1 - Scope of Works and Technical Criteria - Package A and Package C_R3 (final) - 11 January 2017 (2)	*Document*	docx
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01.15.01.11.01.10.05	244204286_1_Compare - Demolition Contract - RFT Addendum No 1 (20 Sept 2016) vs Delta Execution Version (16 Jan 2017)	*Document*	pdf
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01.15.01.11.02	**Metropolitan Demolitions Pty Ltd**	Folder	
01.15.01.11.02.01	Compare - Demolition Contract - RFT Version (11 Aug 2016) vs Metropolitan Execution Version (16 Jan 2017)	*Document*	pdf
01.15.01.11.02.02	Compare - Demolition Contract Schedules - RFT Version (11 Aug 2016) vs Metropolitan Execution Version (16 Jan 2017)	*Document*	pdf
01.15.01.11.02.03	Sydney Metro - Demolition Contract & Schedules - Volume 1 (Metropolitan)	*Document*	pdf
01.15.01.11.02.04	Sydney Metro - Demolition Contract & Schedules - Volume 2 (Metropolitan)	*Document*	pdf
01.15.01.11.02.05	Sydney Metro - Demolition Contract & Schedules - Volume 3 (Metropolitan)	*Document*	pdf
01.15.01.11.02.06	Sydney Metro - Demolition Contract & Schedules - Volume 4 (Metropolitan)	*Document*	pdf
01.15.01.11.02.07	Sydney Metro - Demolition Contract & Schedules - Volume 5 (Metropolitan)	*Document*	pdf
01.15.01.11.02.08	Sydney Metro - Demolition Contract & Schedules - Volume 6 (Metropolitan)	*Document*	pdf
01.15.01.11.02.09	Sydney Metro - Parent Company Guarantee - Metropolitan Demolitions Holdings Pty Ltd	*Document*	pdf

01.15.01.11.02.10	**Additional Information 9_Feb_2017**	Folder	
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01.15.01.11.02.10.03	244204249_1_Schedule C1 - Scope of Works and Technical Criteria - Package B_R3 (final) - 11 January 2017	*Document*	docx
01.15.01.11.02.10.04	244205257_1_Schedule E5 - Draft Adjoining Owner Deed - Final - 9 December 2016	*Document*	docx
01.15.01.11.02.10.05	244204208_1_Compare - Demolition Contract - RFT Addendum No 1 (20 Sept 2016) vs Metropolitan Execution Version (16 Jan 2017)	*Document*	pdf
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01.15.01.11.03	SM PS-FT-502 Demolition Guidance Document 30 January 2017	*Document*	pdf
01.15.01.12	**Environmental Plans**	Folder	
01.15.01.12.01	26 05 17 - CEMP Signed	*Document*	pdf
01.15.01.12.02	26 05 17 - HMP Signed_v1	*Document*	pdf
01.15.01.12.03	MD1968-09 CNVMP 080517_signed	*Document*	pdf
01.15.01.12.04	N7320-PW-MGMT-CEMP-REV 5	*Document*	pdf
01.15.01.13	**Deeds of Novation**	Folder	
01.15.01.13.01	245866130_1_Deed of Novation (Delta Pty Ltd)	*Document*	docx
01.15.01.13.02	245866141_1_Deed of Novation (Metropolitan Demolitions Pty Limited)	*Document*	docx
01.15.02	**Early Works**	Folder	
01.15.02.01	Early Works & Environmental Site Assessments - Brief for Service Provider	*Document*	pdf
01.16	**Reference Design**	Folder	
01.16.01	**Concept Fire Safety Strategy Report**	Folder	
01.16.01.01	NWRLSRT-PBA-SRT-FL-REP-000002_Concept Fire Safety Strategy Report - Reference Design_FINAL	*Document*	pdf
01.16.02	**Construction Staging and Sequencing Report - City**	Folder	
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01.16.03	**DRAWINGS - Reference Design**	Folder	
01.16.03.01	**Architecture (STME) -Drawings - Reference Design**	Folder	
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01.16.03.01.02	NWRLSRT-PBA-SBR-AT-DWG-835000[A]	*Document*	pdf
01.16.03.01.03	NWRLSRT-PBA-SBR-AT-DWG-835001[A]	*Document*	pdf
01.16.03.01.04	NWRLSRT-PBA-SBR-AT-DWG-835002[A]	*Document*	pdf
01.16.03.01.05	NWRLSRT-PBA-SBR-AT-DWG-835003[A]	*Document*	pdf
01.16.03.01.06	NWRLSRT-PBA-SBR-AT-DWG-835004[A]	*Document*	pdf
01.16.03.01.07	NWRLSRT-PBA-SBR-AT-DWG-835110[A]	*Document*	pdf
01.16.03.01.08	NWRLSRT-PBA-SBR-AT-DWG-835111[A]	*Document*	pdf
01.16.03.01.09	NWRLSRT-PBA-SBR-AT-DWG-835112[A]	*Document*	pdf
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01.16.03.01.101	NWRLSRT-PBA-SCS-AT-DWG-838172[A]	*Document*	pdf

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01.16.06	**Geotechnical Interpretive Report - City**	Folder	
01.16.06.01	NWRLSRT-PBA-SRT-GE-REP-000004_Geotechnical Interpretation Report - City - Reference Design_FINAL	*Document*	pdf
01.16.06.02	NWRLSRT-PBA-SRT-GE-REP-000004__Geotechnical Interpretive Report_City_RD_REV2	*Document*	pdf
01.16.07	**Goal Structured Notation (GSN)**	Folder	
01.16.07.01	NWRLSRT-PBA-SRT-GE-REP-000005_Goal Structured Notation - Reference Design	*Document*	pdf
01.16.08	**Ground Movement, Instrumentation and Monitoring Report**	Folder	
01.16.08.01	NWRLSRT-PBA-SRT-TU-REP-000006 Ground Movement, Instrumentation & Monitoring Report_Reference design_FINAL	*Document*	pdf
01.16.09	**HV Reticulation and Traction Supply Equipment Selection - Technical Paper**	Folder	
01.16.09.01	NWRLSRT-PBA-SRT-ED-REP-000003_HV Reticulation and Traction Supply Equipment Selection – Technical Paper	*Document*	pdf
01.16.10	**Hydrology and Drainage Report - Chatswood to Sydenham Dive**	Folder	
01.16.10.01	NWRLSRT-PBA-SRT-DD-REP-000001_Hydrology and Drainage Report Reference Design_FINAL_2B	*Document*	pdf
01.16.11	**Land Requirements**	Folder	
01.16.11.01	NWRLSRT-PBA-SRT-PN-REP-000002_Land Requirements Report - Reference Design_FINAL	*Document*	pdf
01.16.11.02	NWRLSRT-PBA-SHC-TU-COR-000001 - Memo - Underground Easements and Substratum	*Document*	pdf

01.16.12	**Marrickville Dive**	Folder	
01.16.12.01	NWRLSRT-PBA-WMS-EN-REP-000001_Marrickville Dive Report - Reference Design_FINAL	*Document*	pdf
01.16.13	**Northern Corridor Report**	Folder	
01.16.13.01	NWRLSRT-PBA-NCW-EN-REP-000008_Northern Corridor Report _Reference Design - Final	*Document*	pdf
01.16.13.02	NWRLSRT-PBA-NCW-EN-REP-000008_Northern Corridor Report _Reference Design_REV 2 Final	*Document*	pdf
01.16.13.03	**Northern Corridor - Further Information - 3 May 17**	Folder	
01.16.13.03.01	TSE Sydney Trains Works - Northern Corridor	*Document*	pdf
01.16.13.03.02	Northern Corridor Staging Sketches	*Document*	pdf
01.16.13.03.03	TSE NCW Site Handover Schedule	*Document*	xlsx
01.16.13.03.04	TSE Quantities Northern Corridor	*Document*	xlsx
01.16.14	**Rail Systems, Mechanical and Electrical Reference Design Report**	Folder	
01.16.14.01	NWRLSRT-PBA-SRT-EN-REP-000011_Rail Systems, Mechanical and Electrical Reference Design Report_FINAL	*Document*	pdf
01.16.15	**RAM Reference Design Report**	Folder	
01.16.15.01	NWRLSRT-PBA-SRT-RS-REP-000005_RAM Report - Reference Design_FINAL	*Document*	pdf
01.16.16	**Requirements Traceability**	Folder	
01.16.16.01	NWRLSRT-PBA-SRT-RA-REP-000008_Requirements Traceability Reference Design Report	*Document*	pdf
01.16.18	**Station and Urban Design Report**	Folder	
01.16.18.01	NWRLSRT-PBA-SRT-UD-REP-000010_Station and Urban Design Report - Reference Design - Volume 1_FINAL	*Document*	pdf
01.16.18.02	NWRLSRT-PBA-SRT-UD-REP-000011_Station and Urban Design Report - Reference Design - Volume 2_FINAL	*Document*	pdf
01.16.18.03	NWRLSRT-PBA-SRT-UD-REP-000012_Station and Urban Design Report - Reference Design - Appendices_FINAL	*Document*	pdf
01.16.19	**Sustainability Requirements - Reference Design**	Folder	
01.16.19.01	NWRLSRT-PBA-SRT-SU-REP-000019_Sustainability Requirements - Reference Design_Final	*Document*	pdf
01.16.20	**Technical Assurance Case - Reference Design**	Folder	
01.16.20.01	NWRLSRT-PBA-SRT-EN-REP-000012_Technical Assurance Case - Goal Structuring Notation - Reference Design_FINAL	*Document*	pdf
01.16.21	**Track and Alignment – City – Reference Design Report**	Folder	
01.16.21.01	NWRLSRT-PBA-SRT-RD-REP-000006_Track and Alignment - City -Reference Design_FINAL	*Document*	pdf
01.16.22	**Tunnels Dives and Underground Structures - Reference Design**	Folder	
01.16.22.01	NWRLSRT-PBA-SRT-TU-REP-000004_Tunnels, Dives and Underground Stations Report - Reference Design_FINAL	*Document*	pdf
01.16.23	**Utilities Diversion - City - Reference Design**	Folder	
01.16.23.01	NWRLSRT-PBA-SRT-UT-REP-000002_Utilities Diversion Report-City Reference Design_FINAL	*Document*	pdf
01.16.24	**Miscellaneous Technical reports**	Folder	
01.16.24.01	Harbour Crossing Alignment Study - NWRLSRT-PBA-SHC-EN-REP-000008	*Document*	pdf
01.16.24.02	Harbour Crossing Methodology Report - NWRLSRT-PBA-SHC-CE-REP-000002	*Document*	pdf
01.16.24.03	Spacing of Tunnel Cross Passages in the Harbour Crossing and CBD Tunnels - NWRLSRT-PBA-SHC-EN-REP-000007	*Document*	pdf
01.16.24.04	Pitt Street Station – Constraints and Stacked Tunnel Option - NWRLSRT-PBA-SPS-TU-REP-000001	*Document*	pdf
01.16.25	**Extent of Brick Pits, Sydney Park Road**	Folder	
01.16.25.01	Sydney Park Apartment 1943 airphoto	*Document*	pdf
01.16.25.02	Sydney Park Apartment 2015 airphoto	*Document*	pdf

01.16.25.03	Sydney Park Apartment Section - April 2017	*Document*	pdf
01.16.25.04	Borehole Scope and Methodology	*Document*	pdf
01.16A	**Reference Design Update**	Folder	
01.16A.01	NWRLSRT-PBA-SCS-ST-DWG-438211.D.01.INF	*Document*	pdf
01.16A.02	NWRLSRT-PBA-SND-ST-DWG-431211.D.01.INF	*Document*	pdf
01.16A.03	NWRLSRT-PBA-SND-ST-DWG-431212.D.01.INF	*Document*	pdf
01.16A.04	NWRLSRT-PBA-SND-ST-DWG-431213.D.01.INF	*Document*	pdf
01.16A.05	NWRLSRT-PBA-SND-ST-DWG-431214.D.01.INF	*Document*	pdf
01.16A.06	NWRLSRT-PBA-SND-ST-DWG-431215.D.01.INF	*Document*	pdf
01.16A.07	NWRLSRT-PBA-SRT-EN-DWG-000002.D.01.INF	*Document*	pdf
01.16A.08	**NWRLSRT-PBA-SRT-EN-DWG-000003**	Folder	
01.16A.08.01	NWRLSRT-PBA-SRT-EN-DWG-000003.C.01.INF	*Document*	zip
01.16A.09	NWRLSRT-PBA-SSD-ST-DWG-432201.D.01.INF	*Document*	pdf
01.16A.10	NWRLSRT-PBA-SSD-ST-DWG-432202.D.01.INF	*Document*	pdf
01.16A.11	NWRLSRT-PBA-SSD-ST-DWG-432203.D.01.INF	*Document*	pdf
01.16A.12	NWRLSRT-PBA-SSD-ST-DWG-432211.D.01.INF	*Document*	pdf
01.16A.13	NWRLSRT-PBA-SSD-ST-DWG-432212.D.01.INF	*Document*	pdf
01.16A.14	NWRLSRT-PBA-SSD-ST-DWG-432221.D.01.INF	*Document*	pdf
01.16A.15	NWRLSRT-PBA-SSD-ST-DWG-432222.D.01.INF	*Document*	pdf
01.16A.16	NWRLSRT-PBA-SSD-ST-DWG-432223.D.01.INF	*Document*	pdf
01.16A.17	NWRLSRT-PBA-SSD-ST-DWG-432224.D.01.INF	*Document*	pdf
01.16A.18	NWRLSRT-PBA-SSD-ST-DWG-432225.D.01.INF	*Document*	pdf
01.16A.19	**Reference Design Reports**	Folder	
01.16A.19.01	Tunnel, Dives and Underground Stations – Durability Plan Report - Reference Design	*Document*	pdf
01.16A.19.02	Safety Assurance Report - TSE Reference Design NWRLSRT-PBA-SRT-SA-REP-000006	*Document*	pdf
01.16B	**Reference Design Update 20 Oct (Drawings, pdf and CAD)**	Folder	
01.16B.01	C_GEN-NWRLSRT-PBA-NWR-C_GEN-000856-CityTunnels&Civils_ReferenceDesignDrawingList	*Document*	xlsx
01.16B.02	C_GEN-NWRLSRT-PBA-NWR-C_GEN-000856-CityTunnels&Civils_ReferenceDesignDrawings	*Document*	zip
01.16B.03	C_GEN-NWRLSRT-PBA-NWR-C_GEN-000856-CityTunnels&Civils_ReferenceDesignDrawings_CombinedCAD	*Document*	zip
01.17	**Interactive Sessions**	Folder	
01.17.01	TSE Tender Briefing Presentation - 7 September 2016	*Document*	pdf
01.17.02	TSE Contract Roadmap_v0.3	*Document*	pdf
01.17.03	**Week 2**	Folder	
01.17.03.01	TSE Interactive Presentation - Week 2	*Document*	pptx
01.17.04	**Week 3**	Folder	
01.17.03.01	TSE Interactive - Commercial_Week 3	*Document*	pdf
01.17.03.02	TSE Interactive - Reference Design_Harbour Crossing_Week 3	*Document*	pdf
01.17.03.03	TSE Interactive - Barangaroo Station_Week 3	*Document*	pdf

01.17.05	**Week 4**	Folder	
01.17.04.01	TSE Interactive Presentation - Week 4	*Document*	pptx
01.17.04.02	Demolition Presentation - Week 4	*Document*	pptx
01.17.04.03	Martin Place Presentation - Week 4	*Document*	pptx
01.17.06	**Week 5**	Folder	
01.17.06.01	TSE Interactive Presentation - Week 5	*Document*	pptx
01.18	**Sydney Metro TSE RFT Interactive Process Guide**	Folder	
01.18.01	Sydney Metro - TSE RFT stage - Interactive Process Guide	*Document*	pdf
01.18.02	Sydney Metro - TSE RFT stage - Interactive Process Guide	*Document*	docx
01.19	**Technical Papers**	Folder	
01.19.01	IA065500_Spoil Transport Options Paper_300816	*Document*	pdf
01.19.02	SC07648 - System Planning Advice Letter-Sydney Metro City & Southwest - V2	*Document*	pdf
01.19.03	Chatswood Dive_Telstra proposed diversion_160725 Rev B	*Document*	pdf
01.19.04	TSE Portion Schematic_31 Aug 2016	*Document*	pdf
01.19.05	Sydney Metro Construction Noise and Vibration Strategy (CNVS)	*Document*	pdf
01.19.06	Sydney Metro Spoil Transport Options Paper	*Document*	pdf
01.19.07	TSE Indicative Project Engineering Matrix	*Document*	xls
01.19.08	Harbour Crossing - Sydney Metro- Report on Tunnelling Issues (2015)	*Document*	pdf
01.19.09	Metro Sydney Harbour Crossing - Assessment on shield tunnelling feasibility	*Document*	pdf
01.19.10	Metro Sydney Harbour Crossing - Assessment on shield tunnelling feasibility - Annexure 1	*Document*	pdf
01.19.11	Harbour Crossing Hazard Identification and Options Review Workshop – Technical Paper	*Document*	pdf
01.19.12	Sydney Rapid Transit – Technical Services Geotechnical Desktop Study	*Document*	pdf
01.19.13	Sydney Rapid Transit – Technical Services - Groundwater Management Strategy	*Document*	pdf
01.19.14	Sydney Metro – City & Southwest – Technical Services - Constructability Report – Definition Design	*Document*	pdf
01.19.15	Dive Structure Retaining Wall Clearance Options - Technical Paper	*Document*	pdf
01.19.16	Chatswood Trackform - Technical Paper	*Document*	pdf
01.19.17	Technical Memo - Waterloo Station - Groundwater Management	*Document*	pdf
01.19.18	Technical Memo - Barangaroo Station - Groundwater Management	*Document*	pdf
01.19.19	Martin Place – Illawarra Line Construction Phasing Pedestrian Analysis	*Document*	pdf
01.19.20	Martin Place – South Station Entry Pedestrian Discussion with TSE contract works	*Document*	pdf
01.19.21	Sustainable Materials - Technical Paper NWRLSRT-PBA-SRT-SU-REP-000018	*Document*	pdf
01.19.22	Western Harbour Tunnel - Guidance on Undertaking Works in Sydney Harbour	*Document*	pdf
01.19.23	Sydney Harbour - MTC - FE Analysis Harbour Crossing TNSMH151-MTC-NA01-Draft	*Document*	pdf
01.20	**Archaeological and Heritage**	Folder	
01.20.01	Sydney Metro Chatswood to Sydenham Hist Arc timing 24August2016	*Document*	pdf
01.20.02	Sydney Metro Demolition Heritage Database DRAFT	*Document*	xlsx
01.20.03	Sydney Metro Historical Archaeological Assessment and Research Design Report_GEN-NWRLSRT-JRH-NWR-GEN-000076	*Document*	pdf
01.20.03A	Sydney Water Map - (Referenced in 01.20.03 Report)	*Document*	pdf

01.20.04	Sydney Metro Chatswood to Sydenham Archaeological Management Zones September 2016	*Document*	pdf
01.20.05	GEN-NWRLSRT-JRH-NWR-GEN-000076-DRAFT ACHAR Sydney Metro Aboriginal Cultural Heritage Assessment	*Document*	pdf
01.20.06	Sydney Metro,City & Southwest - Discussion Summary - Aboriginal Focus Group #1	*Document*	pdf
01.20.07	Sydney Metro - Heritage Working Group - Actions Register - 2016_09_09	*Document*	docx
01.20.08	Salvage strategy advice memo 16 September 2016	*Document*	pdf
01.20.09	**Barangaroo Archaeology**	Folder	
01.20.09.01	Barangaroo Archeology	*Document*	docx
01.20.09.02	GS6	*Document*	pdf
01.20.09.03	GS7	*Document*	pdf
01.20.09.04	GS8	*Document*	pdf
01.20.09.05	GS9	*Document*	pdf
01.20.09.06	GS11	*Document*	pdf
01.20.09.07	SRT_BH072	*Document*	pdf
01.20.09.08	SRT_BH035	*Document*	pdf
01.20.09.09	SRT_BH073	*Document*	pdf
01.20.09.10	SRT_BH034	*Document*	pdf
01.20.09.11	SRT_BH014	*Document*	pdf
01.20.09.12	SRT_BH013	*Document*	pdf
01.20.09.13	BH080	*Document*	pdf
01.20.09.14	BH177	*Document*	pdf
01.21	**Environmental & Sustainability**	Folder	
01.21.01	Sydney Metro Chatswood to Sydenham Climate Resilience Report	*Document*	pdf
01.21.02	Sydney Metro Chatswood to Sydenham Contaminated Land Register	*Document*	xlsx
01.21.03	Sydney Metro Chatswood to Sydenham Revised Environmental Mitigation Measures (REMMs)	*Document*	pdf
01.21.03A	Sydney Metro Chatswood to Sydenham Revised Environmental Mitigation Measures (REMMs) - Word Version - 9 Mar 17	*Document*	docx
01.21.04	Sydney Metro Construction Environmental Management Framework (CEMF)	*Document*	pdf
01.21.04A	Sydney Metro Construction Environmental Management Framework (CEMF) 21-10-16 (Final PIR) - Word Version	*Document*	docx
01.21.05	Sydney Metro Early Works Contamination Assessment Scope	*Document*	pdf
01.21.06	Sydney Metro Environment and Sustainability Policy and Objectives	*Document*	pdf
01.21.07	Sydney Metro TSE Reference Design Carbon Estimate and Reporting Tool (CERT)	*Document*	xlsm
01.21.07A	Sydney Metro TSE Reference Design Carbon Estimate and Reporting Tool (CERT) Rev2	*Document*	xlsm
01.21.08	TSE Reference Design ISCA Rating Scorecard	*Document*	xlsx
01.21.09	ISCA Scorecard Version 1.2	*Document*	xlsx
01.21.10	Literature review and best practice guidelines for the life cycle of pvc building products Nov 2013	*Document*	pdf
01.21.11	NSW Government Resource Efficiency Policy 2014	*Document*	pdf
01.21.12	SM ES-FT-420 Sydney Metro City & Southwest Sustainability Reporting Template	*Document*	xlsx
01.21.12A	SM ES-FT-434 Sydney Metro City and Southwest TSE Sustainability Reporting Template	*Document*	xlsx
01.21.13	Sydney Metro Climate Resilience Report	*Document*	pdf

01.21.14	TfNSW Climate Risk Assessment Guidelines 2016	*Document*	pdf
01.21.15	Sydney Metro - City & Southwest - Sustainability Strategy (Draft) 20160915	*Document*	docx
01.21.16	Key Contaminated Areas - Draft	*Document*	docx
01.21.17	Introduction to Construction Noise & Vibration Case Studies	*Document*	pdf
01.21.18	Chatswood Dive Site Noise & Vibration Case Study	*Document*	pdf
01.21.19	Crows Nest Noise & Vibration Case Study	*Document*	pdf
01.21.20	Barangaroo Noise & Vibration Case Study	*Document*	pdf
01.21.21	Martin Place Noise & Vibration Case Study	*Document*	pdf
01.21.22	Carbon Estimate TSE Reference Design	*Document*	pdf
01.21.23	SM ES-FT-421 Sydney Metro City & Southwest Environmental Reporting Template	*Document*	xlsx
01.21.24	NWRLSRT-PBA-SRT-SU-REP-000017_Sustainability Rating Tool Strategy	*Document*	pdf
01.21.25	NWRLSRT-PBA-SRT-SU-REP-000009 - Infrastructure Sustainability Rating Tool Alignment	*Document*	pdf
01.21.26	Sydney Metro – Vegetation clearance in the Chatwood South Conservation Zone clarification	*Document*	docx
01.21.27	Project Planning Approval SSI 15_7400 (9 Jan 2017) - Word Version	*Document*	docx
01.21.28	Table 1 Draft Proposed BAU Assumptions for the IS Rating Base Case Footprints	*Document*	pdf
01.21.29	Draft ISCA WeightingsAssessment	*Document*	pdf
01.21.30	Consistency assessment_Barangaroo Station_final	*Document*	pdf
01.21.31	Consistency assessment_Change to tunnel alignment between Waterloo and Sydenham_final	*Document*	pdf
01.22	**Planning & Strategy**	Folder	
01.22.01	Sydney Metro Chatswood to Sydenham Indicative Conditions of Planning Approval	*Document*	pdf
01.22.01A	Sydney Metro Chatswood to Sydenham Indicative Conditions of Planning Approval (word version)	*Document*	docx
01.22.01B	Sydney Metro Chatswood to Sydenham Indicative Conditions of Planning Approval (Rev 1.0)_Clean	*Document*	pdf
01.22.01C	Sydney Metro Chatswood to Sydenham Indicative Conditions of Planning Approval (Rev 1.0)_TC	*Document*	docx
01.22.01D	Sydney Metro Chatswood to Sydenham Indicative Conditions of Planning Approval (Rev 2.0)	*Document*	docx
01.22.02	Sydney Metro City Southwest Workforce Development and Industry Participation Strategy	*Document*	pdf
01.22.03	Draft TSE condition allocation register for the Ministers Conditions of Approval_v0.1	*Document*	pdf
01.22.03A	Draft TSE condition allocation register for the Ministers Conditions of Approval_Rev 2.0	*Document*	pdf
01.22.04	Draft TSE condition allocation register for the Revised Mitigation Measures_v0.1	*Document*	pdf
01.22.04A	Draft TSE condition allocation register for the Revised Mitigation Measures_Rev 2.0	*Document*	pdf
01.22.05	Draft TSE condition allocation register for the Construction Environmental Management Framework_v0.1	*Document*	pdf
01.22.06	Licensing Requirements for demolition works on Sydney Metro stage 2	*Document*	msg
01.22.07	Chatswood to Sydenham SR and PIR Main Report - GEN-NWRLSRT-JRH-NWR-GEN-000083	*Document*	pdf
01.22.08	Chatswood to Sydenham SR and PIR Appendices to Main Report	*Document*	pdf
01.22.09	Construction Environmental Management Framework (August 2016) - Word File	*Document*	docx
01.22.10	Chatswood to Sydenham SR and PIR Main Report - Chapter 11 - Word File	*Document*	docx
01.22.11	Critical State Significant Infrastructure - Sydney Metro Chatswood to Sydenham - Conditions of Approval - Draft (28 November 2016)	*Document*	docx
01.22.12	Critical State Significant Infrastructure - Sydney Metro Chatswood to Sydenham - Conditions of Approval - Draft (28 November 2016)	*Document*	pdf
01.22.13	Revised Environmental Mitigation Measures And Environmental Performance Outcomes - Chapter Eleven	*Document*	pdf

01.22.14	Sydney Metro City and Southwest - Chatswood to Sydenham Staging Report, April_2017_v1.0	*Document*	pdf
01.23	**TfNSW Documents**	Folder	
01.23.01	FINAL Sydney Metro City & Southwest Workforce Development and Industry Participation Strategy	*Document*	docx
01.23.02	SM ES-FT-423 Sydney Metro City & Southwest Workforce Development Report Template	*Document*	xlsx
01.23.02A	SM ES-FT-423 Sydney Metro City & Southwest Workforce Development Report Template Rev2	*Document*	xlsx
01.23.03	SM ES-FT-426 participation_plan_template	*Document*	docx
01.23.04	SM ES-FT-427 participation_report_template_	*Document*	docx
01.23.05	SM ES-FT-431 TSE Workforce Development Profile Template	*Document*	xlsx
01.23.06	SM ES-FT-432 Sydney Metro Training Needs Analysis (TNA) template	*Document*	xlsx
01.23.07	SM ES-FT-433 Sydney Metro Industry Curriculum (SMIC) Major Contracts Req...	*Document*	docx
01.23.07A	OBSOLETE (REPLACED BY 0.1.23.07Ai) SM ES-FT-433 Sydney Metro Industry Curriculum (SMIC) Major Contracts Requirements Rev_2.0 Track Change	*Document*	docx
01.23.07Ai	SM ES-FT-433 Sydney Metro Industry Curriculum (SMIC) Major Contracts Requirements Rev_2.0 Track Change	*Document*	docx
01.23.07B	SM ES-FT-433 Sydney Metro Industry Curriculum (SMIC) Major Contracts Requirements Rev_2.0	*Document*	pdf
01.23.07C	Full Course Outline - Sydney Metro Industry Curriculum – Learner Guide	*Document*	docx
01.23.07D	Fact sheet - Meeting trainer and assessor requirements	*Document*	pdf
01.23.08	SM PS-ST-221 Sydney Metro Principal Contractor Health and Safety Standard	*Document*	pdf
01.23.08A	SM PS-ST-221 Sydney Metro Principal Contractor Health and Safety Standard v2.0	*Document*	pdf
01.23.09	Sydney Metro Overarching Community Communications Strategy	*Document*	pdf
01.23.09A	Sydney Metro Overarching Community Communications Strategy - Rev 5.1 (Feb 17)	*Document*	pdf
01.23.10	Sydney Metro 2016 Brand Guidelines	*Document*	pdf
01.23.11	TfNSW WCAG 2.0 Quick Reference Guide	*Document*	pdf
01.23.12	Sydney Metro Construction Complaints Management System	*Document*	pdf
01.23.12A	Sydney Metro Construction Complaints Management System - Rev 6.1 (Feb 17)	*Document*	pdf
01.23.13	TfNSW Use of Social Media Policy	*Document*	pdf
01.23.14	TfNSW Editorial Style Guidelines	*Document*	pdf
01.23.15	Sydney Metro Risk management Standard - SM RM-ST-201/3.0	*Document*	pdf
01.23.16	Sydney Metro Programming Protocol Final Rev 1.0	*Document*	pdf
01.23.17	Program Safety Assurance Plan - SM PS-SG-001	*Document*	pdf
01.23.18	Assessment of Martin Place Station Impacts on CBA Building_NWRLSRT-PBA-SMP-TU-REP-000001	*Document*	pdf
01.23.19	Configuration Management Plan - SM EM-ST-213/3.0	*Document*	pdf
01.23.20	SM-EM-FT-411-Configuration Change Request Form (Sydney Metro CCB) Rev 4.0	*Document*	docx
01.23.21	SydneyMetro_Activity Code Structure_V1.0 09 Sep 2016	*Document*	xlsx
01.23.22	North West Rail Link CAD Manual – CAD, GIS and BIM	*Document*	pdf
01.23.23	Engineering Management Manual - NWRL EM-MM-101/2.0 - Ver 2.0 (April 2015)	*Document*	pdf
01.23.24	SM ES-PW-303/2.0 Environmental Incident Classification and Reporting Procedure	*Document*	docx
01.23.25	SM ES-PW-314/1.0 Sydney Metro Planning Approval Consistency Assessment Procedure	*Document*	docx
01.23.26	SM ES-PW-309/2.0 Water Discharge & Reuse Procedure	*Document*	docx
01.23.27	SM ES-FT-460 Road Occupancy Licence Application (UNCONFIRMED AS FINAL)	*Document*	docx

01.23.28	Framework Construction Traffic Management Plan - Draft v2	*Document*	docx
01.23.29	SM EM-ST-203 Employer's Information Requirements	*Document*	docx
01.23.30	SM EM-PW-304 Sydney Metro CAD-GIS-BIM Manual	*Document*	docx
01.23.31	NWRLSRT-PBA-SRT-HE-REP-000005 - Heritage Design Guidelines – City	*Document*	pdf
01.23.32	Martin Place – Possession Discussion 23/08/2016 NWRLSRT-PBA-SMP-EN-COM-000001	*Document*	pdf
01.23.33	Sydney Metro Industry Curriculum CSW Workforce	*Document*	pdf
01.23.34	NSW Infrastructure Skills Centres - Shaping Futures Presentation	*Document*	pdf
01.23.35	QA Software - Using TeamBinder to Manage Lots - User Guide - Rev 1	*Document*	pdf
01.23.36	Terms of Reference - Sydney Metro City & Southwest Independent Property Impact Assessment Panel	*Document*	docx
01.23.37	Community Communications Strategy - Early Works	*Document*	pdf
01.24	**3D Models and GIS Data**	Folder	
01.24.01	**Station site detail surveys**	Folder	
01.24.01.01	PR124856-001-A-Waterloo Station	*Document*	pdf
01.24.01.02	PR124856-001-A-Waterloo Station	*Document*	zip
01.24.01.03	PR124856-27-Barangaroo STN-B	*Document*	pdf
01.24.01.04	PR124856-27-Barangaroo STN-B	*Document*	zip
01.24.01.05	PR124856-27-Crows Nest STN-B	*Document*	pdf
01.24.01.06	PR124856-27-Crows Nest STN-B	*Document*	zip
01.24.01.07	PR124856-27-Martin Place STN-B	*Document*	pdf
01.24.01.08	PR124856-27-Martin Place STN-B	*Document*	zip
01.24.01.09	PR124856-27-Pitt St STN-B	*Document*	pdf
01.24.01.10	PR124856-27-PITT ST STN-B	*Document*	zip
01.24.01.11	PR124856-27-VicX STN-B	*Document*	pdf
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01.24.03.01	**SWTC Appendices B1, B2 & B3**	Folder	
01.24.03.01.01	Appendices B1, B2 & B3	*Document*	zip
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01.24.04.01	**Basement data**	Folder	
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01.24.11.01	EIS - Construction Building Export (GIS)	*Document*	zip
01.25	**Phase 2 Geotechnical Investigations**	Folder	
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01.25.03	OEMG Geophys Review Data	*Document*	zip
01.25.04	Updated geological interpretation sketch	*Document*	pdf
01.25.05	Updated geological interpretation sketch - Dive Structures	*Document*	pdf
01.25.06	**PSC 00013/10701 - SYDNEY METRO CITY AND SOUTHWEST GEOTECHNICAL INVESTIGATION 2016**	Folder	
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01.26	**Adjoining Owner Agreements**	Folder	
01.26.01	Adjoining Owner Agreement Template (DRAFT) - Sydney Metro Project - 9 August 2016	*Document*	docx
01.26.02	2. Adjoining Owner Agreement Template (DRAFT) - Sydney Metro Project - 15 September 2016	*Document*	docx
01.26.03	DeltaView Comparison - Adjoining Owner Agreement Template - 9 August 2016 - against 15 September 2016 version	*Document*	pdf

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01.26.05	Demolition Adjoining Property Outline 20160908	*Document*	pdf
01.26.06	TSE Adjoining Property Outline 20160908	*Document*	pdf
01.26.07	**Adjoining Owner Deed Drawings - TSE Adjoining Property Outline 20160908**	Folder	
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01.26.07.04A	Deed 13 Dwg - Rev 2	*Document*	pdf
01.26.07.05	Deed 16 Dwg - Rev 1	*Document*	pdf
01.26.07.06	Deed 17 Dwg 1 - Rev 1	*Document*	pdf
01.26.07.07	Deed 17 Dwg 2 - Rev 1	*Document*	pdf
01.26.07.07A	Deed 17 Dwg 2 - Rev 2	*Document*	pdf
01.26.07.08	Deed 18 Dwg - Rev 1	*Document*	pdf
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01.26.07.18	Deed 3 Dwg 2 - Rev 1	*Document*	pdf
01.26.07.18A	Deed 3 Dwg 2 - Rev 2	*Document*	pdf
01.26.07.19	Deed 14 Dwg - Rev 1	*Document*	pdf
01.26.07.19A	Deed 14 Dwg - Rev 2	*Document*	pdf
01.26.08	Adjoining Land Owner – Proposed Easement Terms	*Document*	docx
01.26.09	**Adjoining Owner Deed Drawings - TSE Adjoining Property Outline (Notice to Tenderer 29)**	Folder	
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01.26.09.02	Deed 4 - Dwg 2 - Rev 2	*Document*	pdf
01.26.09.03	Deed 5 - Dwg 1 - Rev 2	*Document*	pdf
01.26.09.04	Deed 6 Dwg - Rev 2	*Document*	pdf
01.26.09.05	Deed 7 Dwg - Rev 2	*Document*	pdf
01.26.09.06	Deed 9 Dwg - Rev 2	*Document*	pdf
01.26.09.07	Deed 10 Dwg - Rev 2	*Document*	pdf
01.26.09.08	Deed 11 Dwg - Rev 2	*Document*	pdf
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01.26.09.13	Deed 18 Dwg - Rev 2	*Document*	pdf
01.26.09.14	Deed 19 Dwg - Rev 3	*Document*	pdf
01.26.09.15	6 - 8 Clarke Street Crows Nest - Rev 2	*Document*	pdf
01.26.09.16	10 Clarke Street Crows Nest - Rev 2	*Document*	pdf
01.26.09.22	26 Clarke Street Crows Nest - Rev 2	*Document*	pdf
01.27	**Utilities Information**	Folder	
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01.27.01.03	SSU Potholing Report-REV#1 - Drawing (.dwg)	*Document*	dwg
01.27.01.04	Frank Channon Walk - 24-way slit trenching	*Document*	pdf
01.27.01.05	State Rail Drawing K89709	*Document*	pdf
01.27.01.06	Msg: Communication TfNSW - Sydney Trains:	*Document*	msg
01.27.01.07	Telstra - Northern Corridor Works Between Mowbray Rd and Nelson St Chatswood NSW - Scope of Works	*Document*	pdf
01.27.01.08	Telstra - Northern Corridor Works Between Mowbray Rd and Nelson St Chatswood NSW - SoW Drawings	*Document*	pdf
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01.27.02.01	Barangaroo South Stage 1B - Potholing and Services Investigation	*Document*	pdf
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01.27.05	Contestable Connections Process Flowchart 5-00	*Document*	pdf
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01.27.07	NWRLSRT-PBA-NCW-CE-DWG-420020	*Document*	dwg
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01.27.10.03	SC08731_HV Relocation & Conduits - Martin Place for Ausgrid review	*Document*	pdf
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01.27.16.01A.04	Worksheet Showing Maximum Demand Calculation Diagram - Bligh Street	*Document*	pdf
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01.27.16.02A.04	Worksheet Showing Maximum Demand Calculation Diagram - Hunter Street	*Document*	pdf
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01.27.19.03	SC08728 - HVCon Response Drawing	*Document*	pdf
01.27.19.04	SC08728 - LT03A design information issued	*Document*	pdf
01.27.19.05	SC08728 - WebGIS Report .	*Document*	pdf
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01.27.22B	Sydney Metro - TSE Utilities Update - 16th May 17	*Document*	docx
01.27.22C	Sydney Metro - TSE Utilities Update - 18 May 17	*Document*	docx
01.27.22D	Sydney Metro - TSE Utilities Update - 30 May	*Document*	docx
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01.27.32	**Ausgrid - LV OverHead Mains - Hume Street**	Folder	
01.27.32.01	SC09404_Asset Relocation, Hume St Crows Nest	*Document*	pdf
01.27.33	**Ausgrid - 11kV TBM feeder supply at Marrickville**	Folder	
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01.27.34	**Ausgrid - Substation S4734 - Proposed Relocation position - 511-519 Pacific Hwy**	Folder	
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01.27.35	**Ausgrid - ABC LV Works - Marrickville**	Folder	
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01.27.35.02	SC09408 - 20170509 - ASP3 design certified	*Document*	pdf

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01.27.36	**AUSGRID - decommissioning of substations S65230, S65233, S4560, & S1642 - Marrickville Dive site**	Folder	
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01.27.37	**Telstra - FRANK CHANNON WALK**	Folder	
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01.27.37.03	PR132497 FRANK CHANNON WALK 001-A	*Document*	zip
01.27.37.04	Slit Trench Card + Report Frank Channon	*Document*	zip
01.27.37.05	cost information from Telstra and other telecommunication companies at Chatswood	*Document*	xlsx
01.27.38	**Ausgrid - 11kV Feeder Supply at Pitt Street**	Folder	
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01.27.39	**Ausgrid - Decommissioning/Relocation of Substation S.4734 - Clarke Oxley at Crows Nest**	Folder	
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01.27.40	**Ausgrid - 11kv Feeder Supply at Crows Nest**	Folder	
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01.27.40.02	**Certified Design - 11kV Temporary power supply at Crows Nest**	Folder	
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01.28	**Draft Requirements - Third Party Agreements**	Folder	
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01.29	**Chatswood Dive Reference Information**	Folder	
01.29.01	**DBYD and Mapped Services CAD**	Folder	
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01.29.01.05	NelsonStServices	*Document*	dwg
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01.29.01.08	Telstra	*Document*	dwg
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01.29.02	**ECRL - GC-6 Works Drawings - Albert Ave to Mowbray Rd**	Folder	
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01.29.02.06	prl-g6-cw-600005.4.norev	*Document*	pdf
01.29.02.07	prl-g6-cw-600006.7.norev	*Document*	pdf

01.29.02.08	prl-g6-cw-600007.3.norev	*Document*	pdf
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01.29.02.10	prl-g6-cw-600009.6.norev	*Document*	pdf
01.29.02.11	prl-g6-cw-600010.8.norev	*Document*	pdf
01.29.02.12	prl-g6-cw-600011.9.norev	*Document*	pdf
01.29.02.13	prl-g6-cw-600012.9.norev	*Document*	pdf
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01.30.02	CLR0002 - Chatswood HAZMAT Report for Cottages 6 - 9 May 2009 Golder	*Document*	pdf
01.30.03	CLR0003 - Chatswood Depot- Review of Environmental Conditions, August 2009 Golder (REF CL503)	*Document*	pdf
01.30.04	CLR0004 - CONTAMINATED SITE ASSESSMENT, REMEDIATION AND POLLUTION 355 MOWBRAY ROAD. CHATSWOOD, N.S.W. May, 1996	*Document*	pdf
01.30.05	CLR0005 - Chatswood Depot - Caltex Service Station - 2010 DECCW Voluntary Management Proposal	*Document*	pdf
01.30.06	CLR0006 - Chatswood Depot - Caltex Service Station - 2010 Site Management Plan - GOLDER	*Document*	pdf
01.30.07	CLR0007 - 2011 Chatswood Depot Ground Water Monitoring Report - Final - GOLDER	*Document*	pdf
01.30.08	CLR0008 - VMP R4 - Progress ~Chatswood Depot - Former Caltex Service Station - 607 Pacific Highway Chatswood	*Document*	pdf
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01.30.104	Review of Former Caltex Chatswood Service Station Post-Remediation Groundwater Monitoring	*Document*	pdf
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01.30.11	CLR0011 - 2011 June Chatswood Depot Groundwater Monitoring Event Addl Sampling - Final - GOLDER	*Document*	pdf
01.30.110	39 Martin Place - Hazmat Predemolition Survey Report	*Document*	pdf
01.30.111	Asbestos and Hazardous materials - Pre-demolition Survey - 125 -129 Bathurst Street	*Document*	pdf
01.30.112	Site Clearance Certificate - 52 McLaren Street, North Sydney	*Document*	pdf
01.30.12	CLR0012 - VMP R4 - Groundwat~Chatswood Depot - Former Caltex Service Station - 607 Pacific Highway Chatswood	*Document*	pdf
01.30.13	CLR0013 - 2012 Mowbray House HAZMAT	*Document*	pdf
01.30.14	CLR0014 - 2011 Chatswood Depot Human Health Risk Assessment Final Golder	*Document*	pdf
01.30.15	CLR0015 - 2011 Chatswood Depot- Remediation Action Plan - Final - GOLDER	*Document*	pdf
01.30.16	CLR0016 - 2012 Chatswood Depot Groundwater Monitoring Event - Final - GOLDER	*Document*	pdf

01.30.17	CLR0017 - Remediation Action Plan - Former Caltex Service Station - 607 Pacific Highway Chatswood	*Document*	pdf
01.30.18	CLR0018 - Revised Voluntary Management Proposal - former Caltex Service Station Site Chatswood - 607 Pacific Highway Chatswood	*Document*	pdf
01.30.19	CLR0019 - VMP R1 - Groundwat~Chatswood Depot - Former Caltex Service Station - 607 Pacific Highway Chatswood	*Document*	pdf
01.30.20	CLR0020 - Golder Depot Investigation Report 147623016_010_Rev0_Coring east of MLP Building	*Document*	pdf
01.30.21	CLR0021 - Chatswood Depot UST Decommissioning Validation - CL806 - Chatswood Depot - Nelson Street Chatswood	*Document*	pdf
01.30.22	CLR0022 - COMPLETION REPORT REMEDIATION & CIVIL WORKS - Chatswood Depot - 607 PACIFIC HIGHWAY, CHATSWOOD	*Document*	pdf
01.30.23	CLR0023 - Validation Report - Former Caltex Service Station, 607 Pacific Highway, Chatswood - Rev0 Golder March 2015	*Document*	pdf
01.30.24	CLR0024 - Well Installation and GME - Caltex Service Station - 607 Pacific Highway, Chatswood	*Document*	pdf
01.30.25	CLR0025 - Site Audit Report - Former Caltex Service Station, 607 Pacific Highway, Chatswood - Rev0 ENVIRON May2015	*Document*	pdf
01.30.26	CLR0026 - Site Management Plan - Former Caltex Service Station, 607 Pacific Highway, Chatswood - Rev3 Golder April 2015	*Document*	pdf
01.30.27	CLR0027 - Post-Remedial GME - Caltex Service Station - 607 Pacific Highway, Chatswood	*Document*	pdf
01.30.28	CLR0028 - Final Detailed site investigation of energyaustralia Chatswood depot 337-355 Mowbray Road Chatswood	*Document*	pdf
01.30.29	CLR0029 - UST Removal Works (Soil Sampling & Valdation) at Chatswood Depot	*Document*	pdf
01.30.30	CLR0030 - O.L.DP00032 - Asbestos Audit Report - 111123	*Document*	pdf
01.30.31	CLR0031 - PRELIMINARY INVESTIGATION OF ENERGYAUSTRALIA TESTING LABORATORY. 14 NELSON STREET. CHATSWOOD	*Document*	pdf
01.30.32	CLR0032 - 2012 Mowbray House Report Final Mowbray House Heritage Assessment	*Document*	pdf
01.30.33	CLR0033 - Gasmaking - Rail and Tramway Magazine 1917	*Document*	pdf
01.30.34	CLR0034 - Gasworks	*Document*	pdf
01.30.35	CLR0035 - Chatswood ESA, PPK 1998	*Document*	pdf
01.30.36	CLR0036 - 302 Pitt Street, PSI	*Document*	pdf
01.30.37	CLR0037 - Waterloo E22749 AA_Rev0_DSI Final	*Document*	pdf
01.30.38	CLR0038 - Waterloo E22749 AB_Rev0_RAP	*Document*	pdf
01.30.39	CLR0039 - Waterloo E22749 AC_Rev0	*Document*	pdf
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01.30.42	CLR0042 - Barangaroo, AECOM Groundwater Discharge Study 2010	*Document*	pdf
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01.30.71	CLR0071 - 302 Pitt St, Note on Lead detection	*Document*	pdf
01.30.72	CLR0072 - 302 Pitt St, Desktop Inv of Dry Cleaner at 308 Pitt St	*Document*	pdf
01.30.73	CLR0073 - 302 Pitt St, Demo Work Plan incl Hazmat Removal	*Document*	pdf
01.30.74	CLR0074 - 302 Pitt St, Demo Work Plan Stage 2	*Document*	pdf
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01.30.77	CLR0077 - 2016 03 24_Hazardous Materials Audit & Register_Green Plus Property Services_Feb 15_181 Miller St	*Document*	pdf
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01.30.79	CLR0079 - 2016 04 07_Hazardous Building Materials Re-inspection Survey Report_LR_23 Feb 16_175 Castlereagh St	*Document*	pdf
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01.30.83	CLR0083 - 2016 04 07_Memo from Luke Salem_Summarises Preliminary Site Investigation Report_Contamination Issues_302 Pitt St_2	*Document*	pdf
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01.30.87	CLR0087 - Acid Sulphate Soils Assessment, 15 Close St Canterbury	*Document*	pdf
01.30.88	CLR0088 - Post Remedial Groundwater Monitoring Report - Round 4 - Former Caltex Service Station - 607 Pacific Highway, Chatswood - Rev0 July 2016	*Document*	pdf
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01.30.90	CLR0118 - Chatswood, Ausgrid DRA09-04 Hazardous Chemicals Register	*Document*	pdf
01.30.91	CLR0119 - Chatswood, Ausgrid DRA09-06 Emergency Guide	*Document*	pdf
01.30.92	CLR0120 - Chatswood, Ausgrid DRA09-23 Site Plan - Drainage & Hazards - DWG No 236484	*Document*	pdf

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01.30.94	STCLR00904 - Sydney, Sydney Yard Gasworks, Site History	*Document*	pdf
01.30.95	STCLR02122 - Camdenville Park, St Peters, Asbestos & gas monitoring (March 07)	*Document*	pdf
01.30.96	STCLR02123 - Camdenville Park, St Peters, Asbestos & gas monitoring (June 07)	*Document*	pdf
01.30.97	STCLR02124 - Camdenville Park, St Peters, Preliminary soil investigation	*Document*	pdf
01.30.98	STCLR02125 - Camdenville Park, St Peters, Interim Gas, Soil, Stormwater and Asbestos Investigation	*Document*	pdf
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01.31.02.03.01	Valuation Report - 98-104 Reserve Rd Artarmon (REDACTED)	*Document*	pdf
01.31.03	**Building Plans from Council**	Folder	
01.31.03.01	**City of Sydney**	Folder	
01.31.03.01.01	**2016-07-18 Basement Plans - USB 4**	Folder	

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01.33.10	NWRLTSC-TCH-112025-TSC-TU-DRG-50-MARKINGS AND DETAILS	*Document*	pdf
01.33.11	NWRLTSC-TCH-112026-TSC-TU-DRG-50-TOLERANCES	*Document*	pdf
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01.33.24	P_GEN-NWRLSRT-NWR-NWR-P_GEN-001326-Typical Tunnel CSR Cross-Section Selected Drawings	*Document*	pdf
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01.35.02.06	Attachment 4 - Draft Ex-situ Remediation Site Layout	*Document*	pdf
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01.35.02.08	Attachment 6 - Bulk Remediation Construction License Extract	*Document*	pdf
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01.37.11.01.07	Dealing K317643	*Document*	pdf
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01.38	**Addendum 01 - Track Change Comparison versions and CAD**	Folder	

01.38.01	SWTC Appendix B.1 - Alignment and Extent of Works - RFT vs Addendum 01	*Document*	docx
01.38.02	SWTC Appendix B.2 - General Performance and Design Requirements - RFT vs Addendum 01	*Document*	docx
01.38.03	SWTC Appendix B.3 - Structural Performance and Design Requirements - RFT vs Addendum 01	*Document*	docx
01.38.04	Addendum 01 Contract Drawings - CAD Files	*Document*	zip
01.39	**Addendum 02 - Track Change Comparison Versions**	Folder	
01.39.01	Request for Tender – Volume 1 Rev 2.0_Clean	*Document*	docx
01.39.02	Request for Tender – Volume 1 Rev 2.0_Track Change	*Document*	docx
01.39.03	Request for Tender – Volume 2 - Returnable Schedules Rev 2.0_Clean	*Document*	docx
01.39.04	Request for Tender – Volume 2 - Returnable Schedules Rev 2.0_Track Change	*Document*	docx
01.39.05	242186128_5_TSE Deed - Main Body - Addendum Version - Clean (30 November 2016)	*Document*	docx
01.39.06	243364796_1_TSE Deed - Main Body - Addendum Version - Markup (30 November 2016)	*Document*	pdf
01.39.07	242186131_5_TSE Deed - Schedules - Addendum Version - Clean (30 November 2016)	*Document*	doc
01.39.08	243364877_1_TSE Deed - Schedules - Addendum Version - Markup (30 November 2016	*Document*	pdf
01.40	**Addendum 03 - Track Change Comparison Versions**	Folder	
01.40.01	Request for Tender - Volume 4 - Schedule C1 - Scope of Works and Technical Criteria - Rev 2.0 Clean	*Document*	docx
01.40.02	Request for Tender - Volume 4 - Schedule C1 - Scope of Works and Technical Criteria - Rev 2.0 Track Change	*Document*	docx
01.40.03	Request for Tender - Volume 4 - Schedule C1 - Appendix A.2 - Early Works - Rev 2.0 Clean	*Document*	docx
01.40.04	Request for Tender - Volume 4 - Schedule C1 - Appendix A.2 - Early Works - Rev 2.0 Track Change	*Document*	docx
01.40.05	Request for Tender - Volume 4 - Schedule C1 - Appendix A.7 - Sustainability Requirements - Rev 2.0 Clean	*Document*	docx
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01.40.07	Request for Tender - Volume 4 - Schedule C1 - Appendix A.9 - Principals General Specifications - G71 - Construction Surveys - Rev 2.0 Clean	*Document*	docx
01.40.08	Request for Tender - Volume 4 - Schedule C1 - Appendix A.9 - Principals General Specifications - G71 - Construction Surveys - Rev 2.0 Track Change	*Document*	docx
01.40.09	Request for Tender - Volume 4 - Schedule C1 - Appendix B.1 - Alignment and Extent of Works - Rev 2.0 Clean	*Document*	docx
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01.40.11	Request for Tender - Volume 4 - Schedule C1 - Appendix B.2 - General Performance and Design Requirements - Rev 2.0 Clean	*Document*	docx
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01.40.13	Request for Tender - Volume 4 - Schedule C1 - Appendix B.3 - Structural Performance and Design Requirements - Rev 2.0 Clean	*Document*	docx
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01.40.15	Request for Tender - Volume 4 - Schedule C1 - Appendix B.5 - Drainage Performance and Design Requirements Rev 2.0 Clean	*Document*	docx
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01.40.18	Request for Tender - Volume 4 - Schedule C1 - Appendix E.1 - Asset Management Information Requirements 2.0 Track Change	*Document*	docx
01.40.19	Request for Tender - Volume 4 - Schedule C1 - Appendix E.2 - Stakeholder and Community Relations Management Requirements - Rev 2.0 Clean	*Document*	docx
01.40.20	Request for Tender - Volume 4 - Schedule C1 - Appendix E.2 - Stakeholder and Community Relations Management Requirements - Rev 2.0 Track Change	*Document*	docx
01.40.21	Request for Tender - Volume 4 - Schedule C1 - Appendix E.3 - Workforce Development and Industry Participation Requirements Rev 2.0 Clean	*Document*	docx
01.40.22	Request for Tender - Volume 4 - Schedule C1 - Appendix E.3 - Workforce Development and Industry Participation Requirements Rev 2.0 Track Change	*Document*	docx
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01.40.25	Request for Tender - Volume 4 - Schedule C1 - Appendix E.6 - Project Plan Requirements - Rev2.0 Clean	*Document*	docx
01.40.26	Request for Tender - Volume 4 - Schedule C1 - Appendix E.6 - Project Plan Requirements - Rev2.0 Track Change	*Document*	docx
01.41	**Addendum 04 - Native Version**	Folder	
01.41.01	TSE Payment Schedules	*Document*	doc
01.41.02	TSE - RFT - Volume 2 - Returnable Schedules - Table 5 - Track Change	*Document*	docx
01.42	**Post Tender Clarification**	Folder	
01.42.01	**Request for Clarification 20_Jan_2017 - Tunnel Alignment**	Folder	
01.42.01.01	Sydney Metro - TSE - RFC_20_Jan_17 - Attachment 01	*Document*	pdf
01.42.01.02	NWRLSRT-PBA-SHC-TU-DWG-000003.03.01.INF	*Document*	pdf
01.42.01.03	NWRLSRT-RPS-SRT-SR-DWG-000063-D-TSE Figure 2.1	*Document*	pdf
01.42.01.04	NWRLSRT-RPS-SRT-SR-DWG-000064-E-TSE-Site Access	*Document*	pdf
01.42.01.05	NWRLSRT-RPS-SRT-SR-DWG-000065-D-TSE-PORTIONS	*Document*	pdf
01.42.01.06	CAD Files - Alignment Clarification	*Document*	zip
01.42.01.07	Schedule C1 - Scope of Works and Technical Criteria - Rev 2.1 (Draft Track Change)	*Document*	docx
01.42.02	**Request for Clarification 24_Jan_2017 - Cross Passages Opening Profile OPTION**	Folder	
01.42.02.01	NWRLSRT-PBA-SHC-TU-DWG-309995.A.01.INF	*Document*	pdf
01.42.03	**TfNSW Briefing 24 January - Request for Feedback - Marrickville**	Folder	
01.42.03.01	Briefing to Tenderers_24 January 2017	*Document*	pdf
01.42.03.02	SSW TSE Staging Digrams	*Document*	pdf
01.42.03.03	Sydney Metro Train Facility South - Definition Design - Drawings	*Document*	pdf
01.42.03.04	Sydney Metro Trains Facility (South) - Civil, Structural, Geotechnical and Hydrology Report (Definition Design)	*Document*	pdf
01.42.03.05	Sydney Metro Trains Facility (South) - Utilities Impact Report – Impact, protection and adjustments (Definition Design)	*Document*	pdf
01.42.03.06	Interim Geotechnical Data Report - Southwest Station and Corridor (SSC) Works (Redacted)	*Document*	pdf
01.42.03.07	Contamination Assessment Report - Southwest Station and Corridor Works (17 January 2017)	*Document*	pdf
01.42.03.08	EC East Subcatchment Management Plan Volume 1 – Management Study	*Document*	pdf
01.42.03.09	EC East Subcatchment Management Plan Volume 2 – Flood Study	*Document*	pdf
01.42.03.10	Marrickville Valley Flood Study - Final Report	*Document*	pdf
01.42.03.11	Marrickville Valley Flood Study - Final Report – Figures 1 - 20	*Document*	pdf
01.42.03.12	Marrickville Valley Flood Study - Final Report – Figures 21 - 35	*Document*	pdf
01.42.03.13	**Scope Update_17 March 17**	Folder	
01.42.03.13.01	**Drawings**	Folder	
01.42.03.13.01.01	Sydney Metro Trains Facility (South)	*Document*	pdf
01.42.03.13.02	**SWTC**	Folder	
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01.42.03.13.02.02	Schedule C1 - Appendix A.3 - Handover Works Rev 1.1_Draft (17 March 17)	*Document*	docx
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01.42.03.13.02.04	Schedule C1 - Appendix B.3 - Structural Performance and Design Requirements - Rev 2.1__Draft (17 March 17)	*Document*	docx
01.42.03.13.02.05	Schedule C1 - Appendix B.5 - Drainage Performance and Design Requirements Rev 2.1_Draft (17 March 17)	*Document*	docx

01.42.03.13.02.06	Schedule C1 - Appendix C.3 - Utility Service Works Rev 1.1_Draft (17 March 17)	*Document*	docx
01.42.03.14	Briefing to Tenderers - 30 March 2017	*Document*	pdf
01.42.03.15	**Request for Clarification 4_April_2017 - Site Access**	Folder	
01.42.03.15.01	NWRLSRT-RPS-SRT-SR-DWG-000064-F-TSE-Site Access Marrickville Dive	*Document*	pdf
01.42.03.15.02	NWRLSRT-RPS-SRT-SR-DWG-000065-E-TSE-PORTIONS-Marrickville Dive	*Document*	pdf
01.42.03.15.03	Sydney Metro - TSE - RFC_4_Apr_17 - Attachment 01	*Document*	pdf
01.42.03.16	**Marrickville Add Scope - Schedule of Quantities**	Folder	
01.42.03.16.01	20170426 Sydenham Stabling Yard SoQ (Rev1.1)	*Document*	pdf
01.42.03.16.02	20170426 Sydenham Stabling Yard SoQ (Rev1.1)	*Document*	xlsx
01.42.04	**Request for Clarification 8_Feb_2017 - Amendment to Construction Deed Schedule D3**	Folder	
01.42.04.01	Sydney Metro - TSE - RFC_8_Feb_17 - Attachment 1	*Document*	pdf
01.42.04.02	244189160_1_Schedule D3 to the TSE Contract - Clean (7 February 2017)	*Document*	doc
01.42.04.03	244189910_1_Schedule D3 to the TSE Contract - Markup (7 February 2017)	*Document*	pdf
01.42.05	**Request for Clarification 01_Mar_2017 - Amendments to TSE Deed and Schedules**	Folder	
01.42.05.01	TSE Deed - Main Body - Revised (28 February 2017)	*Document*	docx
01.42.05.02	TSE Deed - Schedules - Revised (28 February 2017)	*Document*	docx
01.42.05.03	TSE Payment Schedules - Revised (28 February 2017	*Document*	doc
01.42.06	**Request for Clarification 02_Mar_17 -Victoria Cross northern shaft**	Folder	
01.42.06.01	NWRLSRT-PBA-SHC-TU-DWG-930027.03.01.INF	*Document*	pdf
01.42.06.02	NWRLSRT-PBA-SHC-TU-DWG-930149.01.01.INF	*Document*	pdf
01.42.06.03	NWRLSRT-PBA-SVC-ST-DWG-934311.03.01.INF	*Document*	pdf
01.42.06.04	NWRLSRT-PBA-SVC-ST-DWG-934312.03.01.INF	*Document*	pdf
01.42.06.05	NWRLSRT-PBA-SVC-ST-DWG-934313.03.01.INF	*Document*	pdf
01.42.06.06	NWRLSRT-PBA-SVC-ST-DWG-934314.03.01.INF	*Document*	pdf
01.42.06.07	NWRLSRT-PBA-SVC-ST-DWG-934315.02.01.INF	*Document*	pdf
01.42.06.08	NWRLSRT-PBA-SVC-TU-DWG-000001.01.01.INF	*Document*	pdf
01.42.06.09	Victoria Cross Northern Shaft - CAD files	*Document*	zip
01.42.07	**Request for Clarification 6_Mar_17 - Amendments to CCT Interface Deed and RMS Work Authorisation Deed**	Folder	
01.42.07.01	244505895_1_Sydney Metro - Draft TSE CCT Interface Deed - version released to tenderers 3 March 2017	*Document*	docx
01.42.07.02	244508762_1_WSComparison - Sydney Metro - Draft TSE CCT Interface Deed (18 November 2016 VS 03 March 2017)	*Document*	pdf
01.42.07.03	244506471_1_Sydney Metro - Draft TSE RMS WAD - version released to tenderers 3 March 2017	*Document*	docx
01.42.07.04	244508707_1_Sydney Metro - Draft TSE RMS WAD (with Sketches) - version released to tenderers 3 March 2017	*Document*	pdf
01.42.07.05	244508739_1_WSComparison - Sydney Metro - Draft TSE RMS WAD (18 November 2016 VS 03 March 2017)	*Document*	pdf
01.42.07.06	244508226_2_Sydney Metro - Draft WestConnex Interface Agreement - version released to tenderers 6 March 2017	*Document*	docx
01.42.08	**Request for Clarification 10_Mar_17 - Amendment to Scope of Works and Technical Criteria Appendix A8**	Folder	
01.42.08.01	Schedule C1 - Appendix A.8 - Reference Documents - Rev2.0	*Document*	pdf
01.42.08.02	Schedule C1 - Appendix A.8 - Reference Documents - Rev2.0	*Document*	docx
01.42.08.03	Schedule C1 - Appendix A.8 - Reference Documents - Rev2.0 TrackChange	*Document*	docx

01.42.09	**Request for Clarification 20_Mar_2017 - Barangaroo Crossover Cavern**	Folder	
01.42.09.01	Adjustment Item - Barangaroo Crossover Cavern	*Document*	doc
01.42.09.02	NWRLSRT-PBA-SBR-TU-DWG-935111.02.01.INF	*Document*	pdf
01.42.09.03	NWRLSRT-PBA-SBR-TU-DWG-935112.02.01.INF	*Document*	pdf
01.42.09.04	NWRLSRT-PBA-SBR-TU-DWG-935113.02.01.INF	*Document*	pdf
01.42.09.05	NWRLSRT-PBA-SBR-TU-DWG-935114.02.01.INF	*Document*	pdf
01.42.10	**Request for Clarification 23_Mar_2017 - AMENDMENT TO CONSTRUCTION DEED SCHEDULE D4**	Folder	
01.42.10.01	244483253_7_Schedule D4 - Requirements of 3rd Party Agreements (version released to tenderers 6 March 2017)	*Document*	doc
01.42.10.02	WSComparison - Sydney Metro - Draft Schedule D4 - Requirements of 3rd Party Agreements (28 February 2017 VS 6 March 2017)	*Document*	pdf
01.42.11	**REQUEST FOR CLARIFICATION 27_MAR_2017 - AMENDMENT TO SWTC Appendix A9 - Principals General Specifications - G10**	Folder	
01.42.11.01	Schedule C1 - Appendix A.9 - Principals General Specifications - G10 - Traffic and Transport Management Rev 0.2	*Document*	pdf
01.42.11.02	Schedule C1 - Appendix A.9 - Principals General Specifications - G10 - Traffic and Transport Management Rev 0.2	*Document*	docx
01.42.12	**Request for Clarification 28_Mar_2017 - Amendment to Contract Drawings**	Folder	
01.42.12.01	Sydney Metro - TSE - RFC_28_Mar_17 - Attachment 01	*Document*	pdf
01.42.12.02	NWRLSRT-PBA-SND-ST-DWG-931211.02.01.INF	*Document*	pdf
01.42.13	**Request for Clarification 29_Mar_2017 - Track Form Base Slab**	Folder	
01.42.13.01	Tunnel Design Drawings - Track Form Base Slab	*Document*	pdf
01.42.14	**Request for Clarification 31_Mar_2017 - UNSOLICITED PROPOSAL - MARTIN PLACE**	Folder	
01.42.14.02	Unsolicited Proposal - Combine Drawing Set	*Document*	pdf
01.42.14.03	Martin Place USP - Additional Design Development Information	*Document*	pdf
01.42.14.04	Martin Place USP - Geotechnical and Tunnelling Gap Analysis Report	*Document*	pdf
01.42.14.05	**Martin Place USP - Station Excavation Drawings**	Folder	
01.42.14.05.01	SMMPS-ARP-GRP-ZZ-DR-G-17550	*Document*	pdf
01.42.14.05.02	SMMPS-ARP-GRP-ZZ-DR-G-17551	*Document*	pdf
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01.42.14.05.04	SMMPS-ARP-GRP-ZZ-DR-G-17560	*Document*	pdf
01.42.14.05.05	SMMPS-ARP-GRP-ZZ-DR-G-17561	*Document*	pdf
01.42.15	**Request for Clarification 4_April_2017 - Barangaroo Co-operation and Collaboration Agreement**	Folder	
01.42.15.01	242598558_16_Sydney Metro - Barangaroo Co-operation and Collaboration Ag...	*Document*	docx
01.42.16	**Request for Clarification 12_April_2017 - Amendment to SWTC Section 1.2 & Section 6.5 (Demolition)**	Folder	
01.42.16.01	Sydney Metro - TSE - RFC Attachment 01 12_April_2017	*Document*	pdf
01.42.16.02	Section 6.5 - TSE SWTC Markup - TSE Demolition Scope track change	*Document*	docx
01.42.17	**Request for Clarification 20_April_2017 - Independent Certifier Deed (Addendum Version 13 April 2017)**	Folder	
01.42.17.01	TSE Independent Certifier Deed - 13 April 2017 (Addendum Version)	*Document*	docx
01.42.17.02	Compare - TSE Independent Certifier Deed - 13 April 2017 vs 10 October 2016	*Document*	pdf
01.42.18	**Request for Clarification 27_April_2017 - Noise & Vibration Strategy Review**	Folder	
01.42.18.01	2016 04 Sydney Metro C2S SPIR Appendix C Construction Noise and Vibration Strategy	*Document*	pdf
01.42.18.02	Condition E32 - CNVS addendum	*Document*	pdf

01.42.19	**Request for Clarification 09_May_2017 - Third Party Agreements: Updated Schedule D4**	Folder	
01.42.19.01	TSE Schedule D4 - Requirements of 3rd Party Agreements_05_May_17	*Document*	doc
01.42.19.02	TSE Schedule D4 - Requirements of 3rd Party Agreements_05_May_17	*Document*	pdf
01.42.19.03	Compare - TSE Schedule D4 - Requirements of 3rd Party Agreements - March 17 vs May 17	*Document*	pdf
01.42.20	**Request for Clarification 10_MAY_2017 - Archaeological Amendments to SWTC and Deed**	Folder	
01.42.20.01	TSE Contract - Archaeological Clearance Works Amendments (Updated - 4 May 2017)	*Document*	docx
01.42.20.02	Schedule C1 - Appendix A.12 - Additional Environmental Requirements rev2 (9 May 2017)	*Document*	docx
01.42.21	**Request for Clarification 05_June_2017 - Marrickville Earthworks & Drainage - CAD Files**	Folder	
01.42.21.01	NWRLSRT-PBA-SFC-CE-DWG-000002.01.01.INF	*Document*	pdf
01.42.21.02	NWRLSRT-PBA-SFC-CE-DWG-000002.01.01.INF	*Document*	zip
01.42.22	**Request for Clarification 06_Jun_2015 - Central Station Geotechnical Interpretive Report**	Folder	
01.42.22.01	NWRLSRT-PBA-SCS-EN-REP-000030_Central Station_Geotechnical Interpretive Report_REV B	*Document*	pdf
01.42.23	**Request for Clarification 07_Jun_2017 - TBM Power Installation**	Folder	
01.42.23.01	**Portion 8 TBM Power Supply**	Folder	
01.42.23.01.01	**Attachment 1- Design Documentation**	Folder	
01.42.23.01.01.01	**Barangaroo**	Folder	
01.42.23.01.01.01.01	8561.04 SC09025 Barangaroo 11kV Supply Certification (old- new to be provided)	*Document*	dwg
01.42.23.01.01.01.02	8561.04 SC09025 Barangaroo 11kV Supply Certification (updated 20170508)	*Document*	pdf
01.42.23.01.01.01.03	**Barangaroo Utilities Investigation- Trench cards + Report**	Folder	
01.42.23.01.01.01.03.01	Barangaro Slit Trench Report	*Document*	pdf
01.42.23.01.01.01.03.02	RPS Trenching Card Sydenham T1	*Document*	pdf
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01.42.23.01.01.01.03.05	RPS Trenching Card Sydenham T4	*Document*	pdf
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01.42.23.01.01.02.04.01	PR132497_MOW_UTILS_001B	*Document*	12da
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01.42.23.01.01.03.01	**8561.06 SC09167 Sydenham HVC Certification Package - 1**	Folder	
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01.42.23.01.01.03.01.06	QDEE WP14 Cable Pull - SECTION 4 -3C	*Document*	pdf
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01.42.23.01.01.03.01.09	SC09167 UEA WHS Safety in Design Report	*Document*	pdf
01.42.23.01.01.03.02	**Borehole Log**	Folder	
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01.42.23.01.02.03	REMM applicable	*Document*	pdf
01.42.23.01.03	**Attachment 3- Additional BDA Information**	Folder	

01.42.23.01.03.01	20170315 - Draft Hickson Rd South Staging and Program	*Document*	pdf
01.42.23.01.03.02	Annexure 3 - Summary Site Layout	*Document*	pdf
01.42.23.01.03.03	Annexure 9 - Extracts from Arup Traffic Report - Hickson Rd Remediation	*Document*	pdf
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01.42.23.01.03.04.01	245050658_1_Barangaroo Interface Agreement (11 April 2017) DRAFT	*Document*	docx
01.42.23.01.03.04.02	Declaration Area	*Document*	pdf
01.42.23.01.03.05	Barangaroo TBM HV Feeder Presentation 23 May 2017 - Rev 1.0	*Document*	pdf
01.42.23.01.03.06	BDA Work_Permit_Application V2	*Document*	docx
01.42.23.01.03.07	Sydney Trains Updated Drawing 270317	*Document*	pdf
01.42.23.01.03.08	Utilities Permit - Draft	*Document*	docx
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01.42.23.01.04.02	Chatswood to Sydenham Compliance Tracking Program Report	*Document*	pdf
01.42.23.01.04.03	Chatswood to Sydenham Construction Environmental Management Framework_Appendix_D	*Document*	pdf
01.42.23.01.04.04	CNVS addendum 200417 (DRAFT ONLY)	*Document*	pdf
01.42.23.01.04.05	Staging Report_v1.0d	*Document*	pdf
01.42.23.01.05	Portion 8 TBM Power Supply Works Brief	*Document*	pdf
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01.43.01	**North Sydney Council TSE Interface Agreement**	Folder	
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01.43.06.04	Lane Occupancy Fees and Closures	*Document*	docx
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	1-3 Botany Rd, Waterloo		
	1-5 Randle St SH		
	10 - 12 Clarke Street		
	100 Market St (Centrepoint)176-180 Pitt St(Westfield)		
	105-153 Miller Street, North Sydney		
	107-117A Botany Rd Waterloo		
	108-116 Regent St Waterloo		
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	122-134 Wellington St		
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	15 Castlereagh Street,Sydney	
	155 - 167 Miller Street North Sydney	
	156 - 160 COPE STREET WATERLOO	
	157-159 Redfern St	
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	161 Kent St, Sydney	
	169-185 Miller, North Sydney	
	17 Castlereagh St Sydney	
	170-174 Cope St Waterloo	
	175 Castlereagh St SYD	
	175-183 Castlereagh Street, Sydney	
	179-181 Elizabeth Street, Sydney	
	18 Lee St. Sydney	
	18-20 Edinburgh Road	
	189 Miller, North Sydney	
	19 Martin Place, Sydney	
	19-29 Martin Place (MLC Building)	
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	196 Miller, North Sydney	
	197-199 Castlereagh St Sydney	
	198-200 Pitt St, Sydney	
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	199 Regent St	
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	2 Park Street, Sydney	
	2-4 Atchinson St, St Leonards	
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	2003 Martin Pl SYD	
	201 Castlereagh St Sydney	
	201 Miller Street, North Sydney	

	201-217 Elizabeth Street, Sydney		
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	256 Pitt St SYD		
	26-30 Lee St, Sydney		
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	260 Pitt Street, Sydney		
	265 Pitt St SYD		
	27 Park St Sydney		
	270 Pitt St, Sydney		
	280 Pitt Street, Sydney		
	294 Pitt St Sydney		
	296-300 Pitt St, Sydney		
	30-34 Chalmers St SH		
	30-36 Hickson Rd MP		
	300 Pitt St SYD		
	302 Pitt St SYD		
	303 Pitt St, Sydney		
	303-321 Castlereagh St Sydney		
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	315-321 Pitt St Sydney		
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	324 Pitt St, Sydney		
	329 Pitt St, Sydney		
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	338 Pitt St, Sydney		
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	34-36 Regent St		
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	Phillip Tower - 0275-90		
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	35P.dxf		
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	40P.dxf		
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	GPT L22		
	GPT L23		
	GPT L24		
	GPT L25		
	GPT L26		
	GPT L27		
	GPT L28		
	GPT L29		
	GPT L30		
	GPT L31		
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	GPT L65		
	GPT MATV		
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	Car Park Lift Wall Details GPT-SE-CO-3367-004.tif		
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	L1 Slab GPT-SE-CO-3271-009.tif		
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	Fire		
	Mechanical		
	Structural		
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	Electrical		
	Fire		
	Mechanical		
	Structural		
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	Electrical		
	Fire		

	Mechanical		
	Structural		
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	Fire		
	Lifts		
	Mechanical		
	Structural		
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	Fire		
	Mechanical		
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	12.pdf		
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	9474 Hydrant&Hosereel Schematic.pdf	
	9475 Sanitary Schematic.pdf	
	9476 Cold Water Schematic.pdf	
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	C0-1960 Basement L11 flr pln south.pdf	
	C01918 C-P Signage plns L9 & L11&12 part pln.pdf	
	CO-0000 First Gov House (Legend).pdf	
	CO-0011 GPT Block pln-site pln.pdf	
	CO-0021 Basement C-P flr pln L1 north.pdf	
	CO-0022 Basement C-P flr pln L1 south.pdf	
	CO-0023 Basement C-P flr pln L2&4 north.pdf	
	CO-0024 Basement C-P flr pln L2&4 south.pdf	
	CO-0025 Basement C-P flr pln L3&5 north.pdf	
	CO-0027 Basement C-P flr pln L6 north.pdf	
	CO-0028 Basement C-P flr pln L6 south.pdf	
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	CO-0031 Basement C-P flr pln L8 north.pdf	
	CO-0032 Basement C-P flr pln L8 south.pdf	
	CO-0033 Basement C-P flr pln L9 north.pdf	
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	A402_Level 2 FSA.PDF		
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	Fire Compartment		
	GA Floor Plans		
	Hydraulics		
	Lifts		
	RCPs		
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	Post Tensioning		
	Structural Steel		
	Structural Steel Jump Start		
	Structural Steel Roof Feature		
	Structure, Piling		
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	30 - 34 Chalmers Street Surry Hills.PDF	
	/Volumes/0124040105/2016-11-21 New Building Plans/30-36	
	Hickson Rd MP:	
	P-2009-1397	
	P-2010-278	
	P-2011-691	
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	Incoming Correspondence - Letter - Advan~velopment Certificate CF10075CD01 -		
	Level 2 30 - 34 Hickson Road Millers Point.PDF		
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	Incoming Correspondence - Steve Watson &~struction Certificate 11033901 - 30 - 34		
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	1996_1459-05.pdf		
	1996_1459-06.pdf		
	1996_1459-07.pdf		
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	P-2015-1464		
	P-2015-2336		
	/Volumes/0124040105/2016-11-21 New Building Plans/302 Pitt St		
	SYD/P-2015-1464:		
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	P-2001-00122		
	P-2014-1483		
	P-2014-1500		
	P-2014-863		
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	Martin Place Sydney (37-51). Structural.TIF		
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	SYD/P-2001-00122:		
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	Stamped Plans.PDF		
	Thumbs.db		
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	B-1977-385		
	D-2007-1667		
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	Rd WT/D-2004-232:		
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	D-2011-1611		
	D-2014-992		
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	Front Elevation.PDF		
	Ground floor plan and first floor plan.PDF		
	Site plan and shadow diagram.PDF		
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	Elevations.PDF		
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	Perspective.PDF		
	Plan A3 (1).PDF		

	Plan A3 (2).PDF		
	Plan A3.PDF		
	Plans A4.PDF		
	Subdivision Plan.PDF		
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	/Volumes/0124040105/2016-11-21 New Building Plans/64 Regent St		
	CH/D-2007-2469:		
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	Front Elevation.PDF		
	Ground floor plan and first floor plan.PDF		
	Site plan and shadow diagram.PDF		
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	site plan.PDF		
	subdivision.PDF		
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	1990_1171.pdf		
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	SYD/BC-2007-7:		
	Approval - Building Approvals - 31 01 2007.DOC		
	Letter - O K McDermott - Submission of v~titlements & copy of council order dated		
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	Environmental Impact Statement - 18072005.PDF		
	First Floor Plan - 18072005.PDF		
	Floor Plan - 18072005.PDF		
	Ground Floor Plan - 18072005.PDF		
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SCHEDULE A19

Geotechnical Reports

(Clause 1.1, 10.9 and 10.10)

1. **Stage 1 Geotechnical Reports**

Information Document no.	Information title	Document	File reference
01.03	Reference Design extract - Geotechnical Interpretive Report - Reference Design_REV A		01.03 Reference Design extract - Geotechnical Interpretive Report - Reference Design_REV A.pdf
01.04	Geotechnical Long Section		01.04 Geotechnical Long Section.pdf
01.05	Borehole Locations		01.05Borehole Locations.pdf
01.24.02.01	20160916 TSE SRT Stage 1 CPTs only (AGS File)		01.24.02.01 20160916 TSE SRT Stage 1 CPTs only (AGS File).ags
01.24.02.02	20160916 TSE SRT Stage 1 (AGS File)		01.24.02.02 20160916 TSE SRT Stage 1 (AGS File).ags
01.25.02	Aquares Survey and Integrated Digital Ground Model for the Proposed Sydney Harbour Tunnel – DRAFT		01.25.02 Aquares Survey and Integrated Digital Ground Model for the Proposed Sydney Harbour Tunnel – DRAFT.pdf

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Sydney METRO | city&southwest
John Holland CPB O'Gheli

2. Stage 2 Geotechnical Reports

Information Document no.	Information Document title	Type	Extension
01.25.06	**PSC 00013/10701 - SYDNEY METRO CITY AND SOUTHWEST GEOTECHNICAL INVESTIGATION 2016**	Folder	
01.25.06.06	C_GEN-NWRLSRT-PBA-NWR-C_GEN-000930-NWRLSRT-GDS-SRT-GE-REP-000049.00.01.REV	*Document*	xlsm
01.25.06.07	C_GEN-NWRLSRT-PBA-NWR-C_GEN-000930-NWRLSRT-GDS-SRT-GE-REP-000051.00.01.REV	*Document*	pdf
01.25.06.08	C_GEN-NWRLSRT-PBA-NWR-C_GEN-000930-NWRLSRT-GDS-SRT-GE-REP-000052.00.01.REV	*Document*	xlsm
01.25.06.09	C_GEN-NWRLSRT-PBA-NWR-C_GEN-000930-NWRLSRT-GDS-SRT-GE-REP-000057.00.01.REV	*Document*	pdf
01.25.06.10	**SRT_BH601**	Folder	
01.25.06.10.01	SRT_BH601 07.2-13.2m Packer Results	*Document*	pdf
01.25.06.10.02	SRT_BH601 13.0-19.2m Packer Results	*Document*	pdf
01.25.06.11	**SRT_BH604**	Folder	
01.25.06.11.01	SRT BH604_18.2-27.15 Packer Results	*Document*	pdf
01.25.06.13	**SRT_LD681A**	Folder	
01.25.06.13.01	As-Drilled-Progress_Detail_Maps_SRT_LD681A	*Document*	pdf
01.25.06.13.02	SRT LD681A RevA	*Document*	pdf
01.25.06.14	**SRT_LD684A**	Folder	
01.25.06.14.01	As-Drilled-Progress_Detail_Maps_SRT_LD684A	*Document*	pdf
01.25.06.14.02	SRT LD684A RevA	*Document*	pdf
01.25.06.15	**SRT_LD687**	Folder	
01.25.06.15.01	As-Drilled-Progress_Detail_Maps_SRT_LD687	*Document*	pdf
01.25.06.15.02	SRT LD687 RevA	*Document*	pdf
01.25.06.16	**SRT_LD688**	Folder	
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01.25.06.16.02	SRT LD688 RevA	*Document*	pdf

SCHEDULE A20

Overall D&C Program

(Clauses 1.1 and 17.2)

[redacted]

Terry Sleiman - JHCPBG JV
Mirvac | city & southwest

SCHEDULE A21

Proof Engineer Requirements

(Clause 11.3)

The following are the minimum required qualifications, experience and expertise that must be possessed by the Proof Engineer:

(a) demonstrated experience in the design of temporary works similar to the Temporary Works that are required to be designed under the terms of this deed (including the SWTC);

(b) 12 years' experience and proven ability in structural analysis and design of temporary works similar to the Temporary Works that are required to be designed under the terms of this deed (including the SWTC);

(c) Quality Management System 3rd party certified to AS/NZS ISO 9001;

(d) range of suitable structural analysis and CAD software;

(e) be a Chartered Engineer registered with the Institute of Engineers Australia, and with qualifications admitting to MIEAust and National Professional Engineers Register;

(f) knowledge of Australian Standards applicable to the Temporary Works that are required to be designed under the terms of this deed (including the SWTC); and

(g) at least 5 years' experience in undertaking the checking of temporary works design as a proof engineer in the past 10 years.

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John Holland CPB Ghella

SCHEDULE A22

Special Events

(Clauses 1.1 and 3.9)

Month / Event	Location
JANUARY	
Australia Day	Sydney CBD
FEBRUARY	
Chinese New Year Festival	Sydney CBD
Korean town Lunar New Year Festival	Sydney CBD
Mardi Gras Fair Day	
MARCH	
Mardi Gras Parade	Oxford St
St. Patrick's Day Parade	Sydney CBD
Greek Independence Day	Sydney CBD
APRIL	
Premier Senior Week	Sydney Entertainment Centre
ANZAC Day	Sydney CBD
MAY	
May Day March	Sydney CBD
Mothers Day Classic	Sydney CBD
SMH Half Marathon	Sydney CBD
Vivid Festival	Sydney CBD
JUNE	
Procession of the Blessed Sacrament	Sydney CBD
JULY	
Aroma Coffee Festival	The Rocks
Sydney Harbour 10km Run	Sydney CBD
Reserve Forces Day	Sydney CBD
AUGUST	
City To Surf	Sydney to Bondi
SEPTEMBER	
Sydney Running Festival (Marathon)	Nth Syd-Barangaroo-Randwick-Haberfield-SOH
OCTOBER	
Spring Cycle	North Sydney-Sydney Olympic Park
Seven Bridges Walk	Sydney Harbour
DECEMBER	
Santa Fun Run	The Rocks
City of Sydney Village Christmas Concert	Sydney CBD
Sydney to Hobart Yacht Race	Sydney Harbour
NYE celebrations	Sydney & North Sydney

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SCHEDULE A23

Modification to the Expert Determination Rules

(Clause 23.5)

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined.

1. RULE 1 Definitions

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

"TSE Contract" means the deed entitled "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" between the parties.

"Relevant Proportionate Liability Legislation" means:

(a) Part IV of the Civil Liability Act 2002 (NSW);

(b) Part IVAA of the *Wrongs Act 1958* (Vic);

(c) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);

(d) Part 1F of the *Civil Liability Act 2002* (WA);

(e) the *Proportionate Liability Act 2005* (NT);

(f) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);

(g) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);

(h) Part 9A of the *Civil Liability Act 2002* (Tas); and

(i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

(a) the Building and Construction Industry Security of Payment Act 1999 (NSW);

(b) the Building and Construction Industry Security of Payment Act 2002 (Vic);

(c) the Building and Construction Industry Payments Act 2004 (QLD);

(d) the Construction Contracts Act 2004 (WA);

(e) the Construction Contracts (Security of Payment) Act 2004 (NT);

(f) the Building and Construction Industry (Security of Payment) Act 2009 (ACT);

(g) the Building and Construction Industry Security of Payment Act 2009 (SA);

(h) the Building and Construction Industry Security of Payment Act 2009 (Tas); and

(i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

1. **RULE 2 Appointment of the Expert**

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:

(i) by a person agreed between the parties;

(ii) if the parties are unable to agree on the identity of the person to be appointed within 5 Business Days, by a person nominated by the chairperson of the dispute avoidance board established by the parties in accordance with the TSE Contract; or

(iii) if no person has been appointed as Expert within 10 Business Days of the Dispute being referred to expert determination (or such longer period as the parties may agree), by a person nominated by the Institute,

who accepts appointment as Expert.

2. [no modification]

3. [no modification]

4. [no modification]

5. [no modification]

2. **RULE 3 Agreement to be bound**

1. [no modification]

2. Rule 3.2 is deleted in its entirety.

3. **RULE 5 Role of the Expert**

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the TSE Contract, the requirements of procedural fairness and according to law.

2. [no modification]

3. [no modification]

4. a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.

b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.

c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.

d. The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.

5. [no modification]

4. **RULE 9 Conduct of the Process**

1. [no modification]

2. [no modification]

3. [no modification]

4. The rules of evidence do not apply to the Process.

5. **RULE 10 The Expert's Determination**

1. The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the TSE Contract.

2. [no modification]

3. Unless otherwise agreed by the parties, the Expert's determination:

a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;

b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;

c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and

d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.

4. [no modification]

6. **RULE 12 Waiver of Right to Object**

Rule 12 is deleted in its entirety.

7. **RULE 14 Extension of Limitation Period**

Rule 14 is deleted in its entirety.

8. **SCHEDULE B**

1. The reference to "twenty one (21) days" is replaced by "five Business Days".

2. The reference to "twenty one (21) days" is replaced by "five Business Days".

3. The reference to "twenty one (21) days" is replaced by "five Business Days".

4. [no modification]

5. [no modification]

6. [no modification]

7. [no modification]

8. [no modification]

SCHEDULE B1

TSE Contractor's Certificate – Construction Completion

(Clauses 1.1 and 17.11(d))

To: [The Principal's Representative / The Independent Certifier]

From: [ ] (ABN [ ]) (**TSE Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 17.11(d) of the TSE Contract, we hereby certify that Construction Completion of Portion [ ] has been achieved by the TSE Contractor on [ ] in accordance with the terms and conditions of the TSE Contract.

.....

Signed for and on behalf of
[insert name of the TSE Contractor]

Terry Sleiman - JHCPBG JV
sydney metro | city & southwest

SCHEDULE B2

Independent Certifier's Form of Design Certification

(Clause 12.8(b)(iii)(B)(bb))

To: The Principal's Representative / The TSE Contractor / OpCo2 (if it accedes to the Independent Certifier Deed)

From: [ ] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 12.8(b)(iii)(B)(bb) of the TSE Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the attached Design Documentation complies with all the requirements of the TSE Contract (including the SWTC) except for the Minor Non-Compliances identified in the attached list.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

Terry Sleiman - JHCPBG JV
sydney metro | city & southwest

ATTACHMENT A

List of Minor Non-Compliances

No.	Minor Non-Compliance	Recommended action to be taken by the TSE Contractor to address Minor Non-Compliance

Terry Sleiman - JHCPBG JV

SCHEDULE B3

TSE Contractor design certificate - Design Stages 1 & 2

(Clause 12.6(a))

To: The Principal's Representative

From: [Insert name of TSE Contractor] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 12.6(a) of the TSE Contract, the TSE Contractor certifies that the attached Design Documentation complies with all requirements of the TSE Contract, including the SWTC.

Signed for and on behalf of the TSE Contractor by:

Signature:	
Name:	
Position:	
Date:	

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest

SCHEDULE B4

TSE Contractor and Subcontractor design certificate - Design Stage 3

(Clause 12.6(b)(i))

To: The Principal's Representative

From: [Insert name of TSE Contractor] (ABN [ ])

[Insert name of Subcontractor] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

This section to be completed by TSE Contractor:

In accordance with the terms of clause 12.6(b)(i)(A) of the TSE Contract, the TSE Contractor certifies that the attached Design Documentation:

(a) complies with all requirements of the TSE Contract, including the SWTC; and

(b) is suitable for construction.

Signed for and on behalf of the TSE Contractor by:

Signature:	
Name:	
Position:	
Date:	

This section to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section shall be replicated and signed by each relevant Subcontractor:

In accordance with the terms of clause 12.6(b)(i)(B) of the TSE Contract, the Subcontractor certifies that the attached Design Documentation complies with all requirements of the TSE Contract, including the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest

Date:	

Terry Sleiman - JHCPBG JV

SCHEDULE B5

Environmental Manager's Certificate

(Clause 11.4(f))

To: The Principal's Representative

From: [Environmental Manager]

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.4(f) of the TSE Contract, I hereby certify that between the following dates [***Insert dates of preceding 3 month period***]:

(a) the TSE Contractor's Environmental and Sustainability Management System under section 7.3 of the SWTC was in accordance with AS/NZS ISO 14001;

(b) any Subcontractors' Environmental and Sustainability Management Systems which form a part of the TSE Contractor's Environmental and Sustainability Management System were in accordance with AS/NZS ISO 14001;

(c) the TSE Contractor complied with and satisfied the requirements of the Principal set out in Appendices A.7 and A.12 of the SWTC and in the Environmental Documents;

(d) the release of Hold Points was undertaken in accordance with the TSE Contract;

(e) the design, construction, inspection, repairs and monitoring by the TSE Contractor was undertaken in accordance with the TSE Contract; and

(f) that documentation was recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the TSE Contract.

.....

Signed by
[Environmental Manager]

Terry Sleiman - JHCPBG JV
Sydney Metro | city & southwest

SCHEDULE B6

Independent Certifier's Certificate – Quality Management System

(Clause 11.4(d)(i))

To: The Principal's Representative

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.4(d)(i) of the TSE Contract, we hereby certify that, having reviewed the TSE Contractor's Quality Management System required by clause 11.1 of the TSE Contract in accordance with the requirements of the Independent Certifier Deed, the TSE Contractor's Quality Management System is in accordance with Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

Terry Sleiman - JHCPBG JV

SCHEDULE B7

Independent Certifier's Certificate – Progressive

(Clause 11.4(d)(ii))

To: The Principal's Representative

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.4(d)(ii) of the TSE Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, between the following dates [***Insert dates of preceding 3 month period***]:

(a) the TSE Contractor's Quality Management System under clause 11.1 of the TSE Contract is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;

(b) any Subcontractors' quality systems which form a part of the TSE Contractor's quality system are in accordance with AS/NZS ISO 9001;

(c) the TSE Contractor has complied with and satisfied the requirements of Principal's General Specification Q6;

(d) the release of Hold Points has been undertaken in accordance with the TSE Contract;

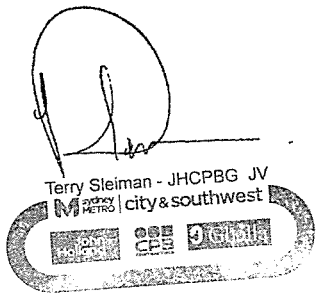
(e) the design, construction, inspection, repairs and monitoring by the TSE Contractor has been undertaken in accordance with the TSE Contract, including the SWTC; and

(f) that documentation has been recorded and submitted to the Principal's Representative in accordance with the TSE Contract.

.....

Signed for and on behalf of

[insert name of Independent Certifier] (ABN [ ])



SCHEDULE B8

Independent Certifier's Certificate – Defects Correction Period

(Clauses 4.4(a)(iii)(B) and 11.4(d)(iii))

To: The Principal's Representative

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.4(d)(iii) of the TSE Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, as at the date of expiration of the last Defects Correction Period:

(a) the release of all Hold Points has been undertaken in accordance with the TSE Contract;

(b) all design, construction, inspection, repairs and monitoring by the TSE Contractor has been undertaken in accordance with the TSE Contract; and

(c) all documentation has been recorded and submitted to the Principal's Representative in accordance with the TSE Contract.

.....

Signed for and on behalf of
[insert name of Independent Certifier]

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest

SCHEDULE B9

Independent Certifier's Certificate – Completion of Local Area Works

(Clause 15.7(e)(i))

To: The Principal's Representative / The TSE Contractor

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 15.7(e)(i) of the TSE Contract, we hereby certify in relation to the Local Area Works described in the Schedule that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed as at [Insert date]:

(a) the TSE Contractor has complied with and satisfied the requirements of Principal's General Specification Q6;

(b) the TSE Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.10 of the TSE Contract, subject to Minor Defects;

(c) the release of all Hold Points has been undertaken in accordance with the TSE Contract;

(d) all documentation has been recorded and submitted to the Principal's Representative in accordance with the TSE Contract; and

(e) the construction complies with the requirements of the TSE Contract, including the SWTC, subject to Minor Defects.

Schedule

[***Insert description of Local Area Works***]

.....

Signed for and on behalf of
[insert name of Independent Certifier]

Terry Sleiman - JHCPBG JV
sydney metro | city & southwest

SCHEDULE B10

Independent Certifier's Certificate - Asset Management Information

(Clause 14.14(j)(ii)(B))

To: [The Principal's Representative / The TSE Contractor]

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 14.14(j)(ii)(B) of the TSE Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed:

(a) the final set of the Asset Management Information complies with the requirements of the TSE Contract, including the SWTC; and

(b) the TSE Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Asset Management Information.

.....

Signed for and on behalf of
[insert name of Independent Certifier]

Terry Sleiman - JHCPBG JV
sydney metro | city & southwest

SCHEDULE B11

Independent Certifier's Certificate - Payment Claims

(Clause 18.4(a)(v))

To: The Principal's Representative

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 18.4(a)(v) of the TSE Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, all work the subject of the attached progress claim by the TSE Contractor has been executed and is in accordance with the requirements of the TSE Contract, including the SWTC, subject to the following:

(a) [Insert details of non-compliances as required]

.....

Signed for and on behalf of

[insert name of the Independent Certifier]

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest

SCHEDULE B12

Quality Manager's Certificate - Mobilisation

(Clause 11.4(c)(i))

To: The Principal's Representative

From: [Quality Manager]

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.4(c)(i) of the TSE Contract, I hereby certify that the TSE Contractor's Quality Management System under clause 11.1 of the TSE Contract is in accordance with Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by

[Quality Manager]

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest

SCHEDULE B13

Quality Manager's Certificate - Progressive

(Clause 11.4(c)(ii))

To: The Principal's Representative

From: [Quality Manager]

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.4(c)(ii) of the TSE Contract, I hereby certify that between the following dates [***Insert dates of preceding 3 month period***]:

(a) the TSE Contractor's Quality Management System under clause 11.1 of the TSE Contract was in accordance with AS/NZS ISO 9001 - 2008 Quality management systems - Requirements;

(b) any Subcontractors' quality systems which form a part of the TSE Contractor's quality system were in accordance with AS/NZS ISO 9001 - 2008;

(c) the TSE Contractor complied with and satisfied the requirements of Principal's General Specification Q6;

(d) the release of Hold Points was undertaken in accordance with the TSE Contract;

(e) the design, construction, inspection, repairs and monitoring by the TSE Contractor was undertaken in accordance with the TSE Contract; and

(f) that documentation was recorded and submitted to the Principal's Representative and the Independent Certifier in accordance with the TSE Contract.

.....

Signed by

[Quality Manager]

Terry Sleiman - JHCPBG JV
Sydney Metro | city & southwest

SCHEDULE B14

Quality Manager's Certificate – Construction Completion

(Clauses 1.1 and 11.4(c)(iii))

To: The Principal's Representative

From: [Quality Manager]

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 11.4(c)(iii) of the TSE Contract, I hereby certify in relation to Portion [ ] that:

(a) the TSE Contractor has complied with and satisfied the requirements of Principal's General Specification Q6;

(b) the TSE Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.10 of the TSE Contract, subject to Minor Defects Agreed Defects and Accepted Defects;

(c) the release of all Hold Points has been undertaken in accordance with the TSE Contract; and

(d) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the TSE Contract.

.....

Signed by
[Quality Manager]

Terry Sleiman - JHCPBG JV
sydney metro | city & southwest

SCHEDULE B15

Quality Manager's Certificate – Defects Correction Period

(Clause 11.4(c)(iv))

To: The Principal's Representative

From: [Quality Manager]

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 11.4(c)(iv) of the TSE Contract, I hereby certify that as at the date of expiration of the last Defects Correction Period as defined in the TSE Contract:

(a) the release of all Hold Points has been undertaken in accordance with the TSE Contract;

(b) all design, construction, inspection, repairs and monitoring by the TSE Contractor has been undertaken in accordance with the TSE Contract; and

(c) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the TSE Contract.

.....

Signed by

[Quality Manager]

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest

SCHEDULE B16

Quality Manager's Certificate - Payment Claims

(Clause 18.4(a)(iv))

To: The Principal's Representative

From: [Quality Manager]

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 18.4(a)(iv) of the TSE Contract, I hereby certify that all work the subject of the attached progress claim by the TSE Contractor has been executed and is in accordance with the requirements of the TSE Contract, subject to the following:

(a) [Insert details of non-compliances as required]

.....

Signed by

[Quality Manager]

Terry Sleiman - JHCPBG JV
sydney metro | city & southwest

SCHEDULE B17

Notice of Construction Completion

(Clauses 1.1 and 17.11(e)(i)(A))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[***insert date***]

Transport for NSW
[***insert address***]

TSE Contractor
[***insert address***]

Dear [***insert name***]

NOTICE OF CONSTRUCTION COMPLETION
Sydney Metro City & Southwest
Tunnel and Station Excavation Works Design and Construction Deed
Project Works - Portion [*insert number*]

This Notice of Construction Completion is given in accordance with the Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed between the Principal and the TSE Contractor dated [***insert date***] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this notice.

In accordance with clause 17.11(e)(i) of the TSE Contract, the Independent Certifier confirms that Construction Completion of Portion [***insert number***] has been achieved. The Date of Construction Completion of Portion [***insert number***] is [***insert date***].

A list of Minor Defects, Agreed Defects and Accepted Defects is **attached**.

This Notice of Construction Completion does not relieve the TSE Contractor of its obligation to rectify Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 15 of the TSE Contract and to complete any other outstanding obligations under the TSE Contract.

Yours sincerely

.....

[ ]

for and on behalf of the Independent Certifier

Terry Sleiman - JHCPBG JV
Metro | city & southwest

Attachment – List of Minor Defects, Agreed Defects and Accepted Defects

No.	Minor Defects
No.	**Agreed Defects**
No.	**Accepted Defects**

Terry Sleiman - JHCPBG JV
Sydney METRO | city & southwest

SCHEDULE B18

Statutory Declaration

(Clause 18.4(a)(vii))

Statutory Declaration Oaths Act (NSW) Ninth Schedule

I,..... *insert full name of Declarant*

of

..... *insert address*

.....

do solemnly and sincerely declare that:

1. *I am the representative of:*

   .....

   ..... *insert name of Contractor, and ACN if applicable*

   *(**the Contractor**)*

   in the Office Bearer capacity of:

   ..... *insert position title of Declarant*

   .....

2. *The Contractor has a contract with the [ ]:*

   .....

   *..... (**the Contract**)* *insert name of Contract*

3. *I personally know the facts which I have set out in this declaration.*

4. *All employees who have at any time been engaged by the Contractor for work done under the Contract:*

   a) *have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and*

   b) *have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,*

   with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

   Employee:

   Amount unpaid or not accrued: *insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances,*

   .....

   .....

   .....

   .....

   .....

5. *Attached to and forming part of this declaration, as Annexure A, is a*

Terry Steiman - JHCPBG
Sydney METRO | city & southwest

supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).

holiday pay, long service leave payments and superannuation entitlement etc.

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:*

insert details of any non-compliances

.....
.....
.....
.....
.....

6. *In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.*

7. *The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.*

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

   (a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and

   (b) that all their employees and subcontractors, as at the date of the making of such a declaration:

      i) have been paid all remuneration and benefits due and payable to them by; or

      ii) had accrued to their account all benefits to which they are entitled from;

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

   (c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor:

Due amount unpaid:

insert names and addresses of the Contractor's

.....
.....
.....
.....
.....

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

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

   Employee, subcontractor or supplier:

   Amount unpaid or not accrued:

   .....
   .....
   .....
   .....
   .....

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

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

11. *Attached to and forming part of this declaration, as Annexure B, is a Subcontractor's Statement given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 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 Schedule 2 Part 5 of the *Payroll 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 Payroll 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.*

Terry Sleiman - JHCPBG JV
MCC | city & southwest

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)*

** 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;

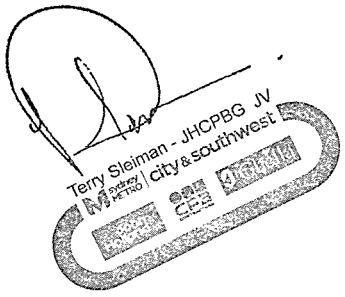
(ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or

(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.



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

1. I saw the face of the deponent.

[OR]

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

2. I have known the deponent for at least 12 months.

[OR]

I have confirmed the deponent's identity using the following identification document:

[*insert description of ID document*]

.....
Signature of witness

Terry Sleiman - JHCPBG JV
city&southwest

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: .....

Penalties

The *Building and Construction Security of Payment Act 1999* provides that:

Section 13(7) A head contractor must not serve a payment claim on the principal unless the claim is accompanied by a supporting statement that indicates that it relates to that payment claim.

Maximum penalty: $22,000 (200 penalty units).

And:

Section 13(8) A head contractor must not serve a payment claim on the principal accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances.

Maximum penalty: $22,000 (200 penalty units) or 3 months imprisonment, or both.

Terry Sleiman - JHCPBG JV
Sydney Metro | city & southwest

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 s 175B *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW), and s 127 *Industrial Relations Act 1996* (NSW) 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 (NSW), 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 (NSW).*

Terry Slein
Sydney Metro

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relation Act 1996* (NSW). 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 section 127 of the *Industrial Relations Act 1996* (NSW), 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* (NSW) 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* (NSW) 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.

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CPS

Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996* (NSW), 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* (NSW) 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.

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest

SCHEDULE B19

Property Owner's Certificate

(Clause 10.3(a)(ii))

This **Deed Poll** is made the day of 20

TO: Transport for NSW (ABN 18 804 239 602) of Level 43, 680 George Street, Sydney NSW 2000 (**Principal**)

BY: [***to be inserted***]

PROPERTY ADDRESS: .....

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

[INSERT DESCRIPTION OF PROPERTY WORKS]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it 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 item 1.

EXECUTED as a Deed Poll.

Signed sealed and delivered by **[insert *name]*** in the presence of:

Signature

Signature of Witness

Name of Witness in full

Terry Sleiman - JHCPBG JV
city & southwest

SCHEDULE B20

Proof Engineer's Certificate

(Clause 12.6(b)(ii))

To: The Principal's Representative and the TSE Contractor

Cc: The Independent Certifier

From: [insert name of Proof Engineer] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 12.6(b)(ii) of the TSE Contract, we hereby:

(a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 11.3(c)(i)(A) of the TSE Contract of the following elements of the Proof Engineered Temporary Works:

(i) **[Insert description of relevant elements of the Proof Engineered Temporary works]**

(b) certify that those elements of the Proof Engineered Temporary Works identified in the attached Design Documentation:

(i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the TSE Contract; and

(ii) comply with the requirements of the TSE Contract (including the Scope of Works and Technical Criteria).

.....

Signed for and on behalf of

[Insert name of Proof Engineer]

Terry Steiman - JHCPBG JV
Sydney Metro | city & southwest
CPS

SCHEDULE B21

TSE Contractor's Demolition Works Design Certification

(Clause 12.6(b)(iii))

To: The Principal's Representative

From: [Insert name of TSE Contractor] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clauses 12.6(b)(iii) of the TSE Contract, we hereby certify that:

(a) the attached Design Documentation for the Demolition Works has been completed to the extent described in accordance with the requirements of the TSE Contract and complies with the requirements of the TSE Contract, subject to the register of outstanding minor design non-conformances and unresolved issues attached; and

(b) the attached certificate:

(i) is a true and complete copy of the "Certificate of Design Compliance" that was submitted by [Insert name of Demolition Contractor] under the Demolition Works Contract between [Insert name of Demolition Contractor] and the TSE Contractor dated [Insert] and signed by the Independent Temporary Works Checker in respect of the attached Design Documentation; and

(ii) reflects the true status of the attached Design Documentation.

.....

Signed for and on behalf of
[insert name of the TSE Contractor]

Attachments

- Design Documentation
- Register of outstanding minor design non-conformances and unresolved issues
- Demolition Contractor's "Certificate of Design Compliance"

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SCHEDULE B22

Archaeological Site Clearance Certificate

(Clauses 1.1 and 10.10A)

To: The Principal's Representative

From: [Insert name of TSE Contractor] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 10.10A(b)(ii) of the TSE Contract, we hereby certify that in respect of [Insert details of applicable Artefact Risk Area]:

(a) Excavation and Salvage Works have been carried out and completed in accordance with the requirements of:

(i) section 2 of Appendix A.12 of the SWTC;

(ii) the Construction Heritage Management Plan; and

(iii) all applicable Laws and guidelines relating to heritage and conservation;

(b) we are satisfied that:

(i) no further site research and/or testing is required; and

(ii) the tests completed are adequate and the results are satisfactory;

(c) the scope of the TSE Contractor's Activities to be carried out at [Insert details of applicable Artefact Risk Area] is understood and the potential future archaeological impact is assessed as low;

(d) based on the test findings and all available research material:

(i) we have assessed the future archaeological potential as low;

(ii) the implementation of the "Unexpected Finds Policy" within the Construction Heritage Management Plan will provide appropriate archaeological risk mitigation; and

(iii) additional controls such as archaeological monitoring [are / are not] required; and

(e) bulk earthworks can commence at [Insert details of applicable Artefact Risk Area].

.....

Signed for and on behalf of

[insert name of the TSE Contractor]

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CPB Preliminary

SCHEDULE B23

TSE Contractor and Subcontractor design certificate – as-built drawings

(Clause 14.15(b)(ii))

To: The Principal's Representative

From: [Insert name of TSE Contractor] (ABN [ ])

[Insert name of Subcontractor] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

This section to be completed by TSE Contractor:

In accordance with the terms of clause 14.15(b)(ii)(A) of the TSE Contract, the TSE Contractor certifies that the attached as-built drawings for Portion [***insert number***] comply with all requirements of the TSE Contract, including the SWTC.

Signed for and on behalf of the TSE Contractor by:

Signature:	
Name:	
Position:	
Date:	

This section to be completed by the relevant Subcontractor. When there is more than one relevant Subcontractor, this section shall be replicated and signed by each relevant Subcontractor:

In accordance with the terms of clause 14.15(b)(ii)(B) of the TSE Contract, the Subcontractor certifies that the attached as-built drawings comply with all requirements of the TSE Contract, including the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

Signed for and on behalf of the Subcontractor by:

Signature:	
Name:	
Position:	
Date:	

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SCHEDULE B24

Independent Certifier's Certificate – As-built drawings

(Clause 14.15(c)(ii)(B))

To: [The Principal's Representative / The TSE Contractor]

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clause 14.15(c)(ii)(B) of the TSE Contract, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed:

(a) the as-built drawings for Portion [***insert number***] comply with the requirements of the TSE Contract, including the SWTC; and

(b) the TSE Contractor has addressed all issues of non-compliance with the Independent Certifier and the Principal in respect of the as-built drawings.

.....

Signed for and on behalf of

[insert name of Independent Certifier]

SCHEDULE B25

TSE Contractor's Certificate – Completion

(Clauses 1.1 and 17.11A(a))

To: [The Principal's Representative / The Independent Certifier]

From: [ ] (ABN [ ]) (**TSE Contractor**)

This certificate is given in accordance with the "Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed" (Contract No: 00013/11200) dated [ ] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 17.11A(a) of the TSE Contract, we hereby certify that Completion of Portion [ ] has been achieved by the TSE Contractor on [ ] in accordance with the terms and conditions of the TSE Contract.

.....

Signed for and on behalf of

[insert name of the TSE Contractor]

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SCHEDULE B26

Notice of Completion

(Clauses 1.1 and 17.11A(b)(i))

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[***insert date***]

Transport for NSW
[***insert address***]

TSE Contractor
[***insert address***]

Dear [***insert name***]

NOTICE OF COMPLETION
Sydney Metro City & Southwest
Tunnel and Station Excavation Works Design and Construction Deed
Project Works - Portion [*insert number*]

This Notice of Completion is given in accordance with the Sydney Metro City & Southwest Tunnel and Station Excavation Works Design and Construction Deed between the Principal and the TSE Contractor dated [***insert date***] (**TSE Contract**). Words defined in the TSE Contract have the same meaning in this notice.

In accordance with clause 17.11A(b)(i) of the TSE Contract, the Independent Certifier confirms that Completion of Portion [***insert number***] has been achieved. The Date of Completion of Portion [***insert number***] is [***insert date***].

Yours sincerely

.....

[ ]

for and on behalf of the Independent Certifier

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SCHEDULE D1

Site Access Schedule

(Clauses 1.1 and 10.1)

[redacted]

SCHEDULE D2

Approvals to be obtained by TfNSW

(Clause 5.2(a)(i))

1. Existing Approvals

The Project Planning Approval.

The Principal's Accreditation.

2. Future Approvals to be obtained by the Principal

The Planning Modifications.

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Metro city & southwest

SCHEDULE D3

Environmental Documents and Approval Conditions

(Clauses 1.5, 5.2(a)(ii) and 5.2(c))

1. **Order of Precedence of Environmental Documents**

The order of precedence of the Environmental Documents (including certain documents referenced within the Environmental Documents) is as set out below:

(a) the specific requirements of section 7.3 of the SWTC and Appendix A.4 to the Scope of Works and Technical Criteria only to the extent that those requirements impose a higher standard than is required by the Planning Approval; and

(b) the Planning Approval.

2. **The Principal's obligations in respect of Approvals and Environmental Documents**

The TSE Contractor must, in performing the TSE Contractor's Activities, comply with all of the obligations, conditions and requirements of the Approvals and Environmental Documents except to the extent that:

(a) this Schedule D3 provides that the Principal will comply with the obligation, condition or requirement or Schedule D3 limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; or

(b) subject to the next paragraph, the obligation, condition or requirement requires the performance of activities which can only be performed after the Portion Handover Date (such as a condition to carry out ongoing monitoring, including in relation, but not limited, to water quality, biodiversity and noise and vibration).

Nothing in paragraph (b) in any way limits or affects:

(a) any obligation of the TSE Contractor under any other provision of this deed (including the SWTC), including in relation to property damage or the rectification of Defects, which may require it to perform activities after the Portion Handover Date; or

(b) the TSE Contractor's obligation to comply with:

(i) conditions E60, E61, E63, E91 of the Project Planning Approval;

(ii) any directions, recommendations or findings made by the Independent Property Impact Assessment Panel established pursuant to condition E62 of the Project Planning Approval in respect of any monitoring, rectification or reinstatement works; and

(iii) items WM1 – 4 of the Revised Environmental Mitigation Measures, described in Chapter 11 of the Submissions and Preferred Infrastructure Report.

3. **Project Planning Approval and Environmental Mitigation Measures**

(a) In relation to the Project Planning Approval, the Principal will:

(i) be responsible for A4;

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(ii) be responsible for A6, whereby clarifications may be sought from the Sectretary of the Department of Environment and Planning in relation to the interpretation of conditions;

(iii) be responsible for A9, except to the extent condition A9 applies to the TSE Contractor's Activities;

(iv) be responsible for A10;

(v) be responsible for A12 to A15, except that the TSE Contractor must inform the Principal if staging of deliverables is required in addition to that identified in the Staging Report

(vi) be responsible for A17, except that the TSE Contractor must prepare an Ancillary Facilities Management Plan in accordance with condition A17 for:

(A) The spoil barging destination site (see condition E84); and

(B) The marshalling and logistics facility required by condition E89.

(vii) be responsible for A21, except that the TSE Contractor must:

(A) provide the Principal with all the information, documents, details and data relating to the TSE Contractor's Activities that could assist in undertaking the analysis of alternative locations as required by this condition; and

(B) the TSE Contractor must comply with any relevant additional obligations generated through any subsequent Planning Approval as directed by the Principal.

(viii) be responsible for A22 to A24;

(ix) be responsible for A25;

(x) be responsible for A27;

(xi) be responsible for A28 and A29;

(xii) be responsible for A30, except that the TSE Contractor must:

(A) provide the Principal with all the available information, documents, details and data relating to the TSE Contractor's Activities that support the development, implementation and endorsement of the Compliance Tracking Program; and

(B) participate in any activities necessary under the Compliance Tracking Program.

(xiii) be responsible for A31 to A34, except that the TSE Contractor must provide the Principal with all the available information, documents, details and data relating to the TSE Contractor's Activities that support the required compliance reporting under the Compliance Tracking Program;

(xiv) be responsible for A35 and A36;

(xv) be responsible for A37 to A40, except that the TSE Contractor must:

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Mott MacDonald | city & southwest

(A) provide the Principal with all the available information, documents, details and data relating to the TSE Contractor's Activities that support the development, implementation and endorsement of the Environmental Audit Program; and

(B) participate in any activities necessary under the Environmental Audit Program.

(xvi) be responsible for A41 to A44, except that the TSE Contractor must provide the Principal with all the information, documents, details and data relating to the TSE Contractor's Activities in relation to the subject incident or notification;

(xvii) be responsible for B1, except that the TSE Contractor must:

(A) provide the Principal with all the information, documents, details and data relating to the TSE Contractor's Activities that are required to prepare and implement a "Community Communication Strategy" for the approval of the Secretary;

(B) implement the Strategy prepared by the Principal to the extent required by this Deed (including in the SWTC) or otherwise reasonably required by the Principal;

(xviii) be responsible for B2 to B5;

(xix) be responsible for B6 and B7, except that:

(A) the TSE Contractor must provide the Principal with all the information, documents, details and data relating to the TSE Contractor's Activities that are required to prepare the "Complaints Management System" and maintain a complaints register; and

(B) the TSE Contractor must implement the Complaints Management System;

(xx) be responsible for B8 to B12;

(xxi) be responsible for B13, except that the TSE Contractor must:

(A) provide the Principal and the Community Complaints Commissioner with all available information, documents, details and data relating to the TSE Contractor's Activities in order for the Community Complaints Commissioner to perform their function; and

(B) co-operate with, and respond to the reasonable requirements of, the Community Complaints Commissioner;

(xxii) be responsible for B14;

(xxiii) be responsible for B15, except that the TSE Contractor must:

(A) provide the Principal with all information, documents, details and data relating to the TSE Contractor's Activities that are required to establish and maintain a new website, or dedicated pages within an existing website, for the provision of electronic information associated with the Sydney Metro City and Southwest Project;

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Sydney Metro | city & southwest

(B) agree with the Principal on the extent of documentation to be posted on the website considering privacy and confidentiality in relation to information, documents, details and data provided by the TSE Contractor; and

(C) comply with level AA accessibility requirements in the Web Content Accessibility Guidelines (WCAG 2.0) in respect of community publications (e.g. notifications and factsheets), Construction Environmental Management Plan and Sub Plans, and heritage investigation reports.

(xxiv) be responsible for D1 to D14;

(xxv) be responsible for C11, except that the TSE Contractor will provide realtime monitoring at Crows Nest, Victoria Cross, Barangaroo, Martin Place and Pitt Street, with two locations per site for the duration of bulk excavation (subject to landowner consent). Results of the real time monitoring will be reviewed and processed by the TSE Contractor and made available to the Principal, the Acoustics Advisor, the Environmental Representative and the Environment Protection Authority) every month. The TSE Contractor must also provide access to the realtime monitoring data to the Secretary of the Department of Environment and Planning, the Acoustics Advisor and the Environment Protection Authority.

(xxvi) be responsible for E1, except that the TSE Contractor must manage asset interface risks to ensure the protection of physical and operational Sydney Trains' assets and services during construction;

(xxvii) be responsible for E6 and will prepare a Tree Report(s) for trees impacted or removed by the TSE Contractor's Activities within TSE Site Access Areas and identified in the EIS and Attachment 1 and complete all review and consultation and provide to the Secretary in advance of the commencement of relevant works, except that:

(A) the TSE Contractor must produce a Tree Report for trees impacted or removed by the TSE Contractor's Activities beyond TSE Site Access Areas and not identified in the EIS or Attachment 1, in accordance with Condition E6;

(B) the TSE Contractor must design the CSSI to retain as many trees as possible; and

(C) the TSE Contractor must inform the Principal of any tree within the TSE Site Access Areas or identified in the EIS or Attachment 1 that has been omitted from the Principal's Tree Report, or any tree addressed in the Principal's Tree Report that the TSE Contractor considers it is able to retain;

(xxviii) be responsible for E11;

(xxix) be responsible for E12 only:

(A) in relation to Victoria Cross in its entirety; and

(B) in relation to Blues Point to undertake the required consultation and approval process, including in relation to any changes required to Opal Card boundaries and storage of the bus shelter, except that the TSE Contractor will remove and reinstate the Blues Point bus shelter if required;

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Sydney Metro | city & southwest
John Holland

(xxx) be responsible for E13, except for (a), (b) and (c);

(xxxi) be responsible for E14, except for items referred to in E13 (a), (b) and (c);

(xxxii) be responsible for E15, except for items referred to in E13 (a), (b) and (c). The Principal will also provide for storage of any items to be salvaged in completing the TSE Contractor's Activities;

(xxxiii) be responsible for E16, except for items referred to in E16 (a), (c) and (f);

(xxxiv) be responsible for E17 including providing for storage of any Relics uncovered in completing the TSE Contractor's Activities, except the TSE Contractor must implement the Archaeological Assessment Research Design Report and supplement this report should additional areas of heritage interest be identified during the TSE Contractor's activities;

(xxxv) be responsible for E21, except that the TSE Contractor must provide the Principal with all available information, documents, details and data relating to the TSE Contractor's Activities that are required to inform the ongoing development of the Heritage Interpretation Plan;

(xxxvi) be responsible for E22;

(xxxvii) be responsible for E27, except that the TSE Contractor must implement the Principal's Exhumation Management Plan;

(xxxviii) be responsible for E32, except that the TSE Contractor must implement the Construction Noise and Vibration Strategy, and without limiting the TSE Contractor's rights under clause 5.5 of this deed;

(xxxix) be responsibe for E34, except that the TSE Contractor will be responsible for managing noise generating works in the vicinity of potentially-affected community, religious, educational institutions and noise and vibration-sensitive businesses and critical working areas (such as theatres, laboratories and operating theatres) so they are not timetabled within sensitive periods, without limiting the TSE Contractor's rights under clauses 5.11 and 5.12 of this deed. Where this is not reasonable and feasible, taking account clauses 5.11 and 5.12 of this deed, the Principal will be responsible for managing, organising and covering the costs associated with putting in place other reasonable arrangements to the affected institutions at no cost to the affected institution or as otherwise approved by the Secretary;

(xl) be responsible for E38, except to the extent that it relates to the TSE Contractor's Activities, and without limiting the TSE Contractor's rights under clause 5.11 of this Deed;

(xli) be responsible for E62, except that the TSE Contractor must provide the Principal and the Independent Property Impact Assessment Panel with all available information, documents, details and data relating to the TSE Contractor's Activities in order for the Panel to perform their function;

(xlii) be responsible for E64, except in relation to items referred to in E64 (a), (b) (c) and (e). The TSE Contractor must provide the Principal with all the available information, documents, details and data relating to the TSE Contractor's Activities for items referred to in E64 (d) and (f);

(xliii) be responsible for E72, except that:

(A) the TSE Contractor must provide the Principal with all information, documents, details and data relating to the TSE Contractor's Activities in order for the Principal to implement the Sustainability Strategy; and

(B) the TSE Contractor must comply with the Sustainability Strategy to the extent relevant to the TSE Contractor's Activities;

(xliv) be responsible for E73 and E74;

(xlv) be responsible for E75 to E76;

(xlvi) be responsible for E77, except that:

(A) the TSE Contractor must provide a representative to attend relevant meetings and provide relevant available information, documents, details and data relating to the TSE Contractor's Activities; and

(B) the TSE Contractor must consult with the Traffic and Transport Liaison Group(s) in prepating the Construction Traffic Management Plans;

(xlvii) be responsible for E78 except:

(A) to the extent it relates to the TSE Contractor's Activities; and

(B) that the TSE Contractor must incorporate revised traffic management measures into the Construction Traffic Management Plans;

(xlviii) be responsible for E81, except that the TSE Contractor must implement the Construction Traffic Management Framework, and without limiting the TSE Contractor's rights under clause 5.5 of this deed;

(xlix) be responsible for, under E84, preparing and obtaining approval for the report on the scheduling of final track laying as soon as practicable following completion of tunnelling with a view to transporting materials and equipment for station fit-out, systems and commissioning by rail prior to the commencement of rail fit out work. The TSE Contractor will prepare a report on the use of barges to transport construction materials and tunnel spoil before commencement of tunnel spoil generation and seek all necessary approvals for these works;

(l) be responsible for E87;

(li) be responsible for E88, except to the extent it relates to the TSE Contractor's Activities, and without limiting the TSE Contractor's rights under clause 9.6 of this deed.

(lii) be responsible for E89, except that the TSE Contractor must:

(A) provide the Principal with all information, documents, details and data relating to the TSE Contractor's activities in order for the Principal to identify a suitable truck marshalling facility;

(B) operate and maintain the truck marshalling facility for the period of the TSE Contractor's Activities;

(C) obtain and comply with all necessary approvals required to develop, operate and maintain the facility, including the Secretary's approval of any required Ancillary Facilities Management Plan; and

(D) prepare any necessary management plan in order to operate the facility;

(liii) be responsible for E92;

(liv) be responsible for E93 to E98;

(lv) be responsible for E99, except to the extent that it relates to the TSE Contractor's Activities.

(lvi) be responsible for E100 to E105;

(b) In relation to the Revised Environmental Mitigation Measures, described in Chapter 11 of the Submissions and Preferred Infrastructure Report, the Principal will:

(i) be responsible for item 2 of T7;

(ii) be responsible for T10;

(iii) be responsible for T16;

(iv) be responsible for T20;

(v) be responsible for OpT1, OpT2 and OpT3;

(vi) be responsible for OpT4;

(vii) be responsible for determining the TSE Contractor's Consistency Assessment on additional required evening and night time haulage routes under NV2;

(viii) be responsible for NV5;

(ix) be responsible for NV6;

(x) be responsible for OpNV1, OpNV2 and OpNV3;

(xi) be responsible for NAH1, except for the items referred to NAH1, except that the TSE Contractor will be responsible for the archival recording and reporting of items 1, 3, 4, 7, and 10;

(xii) be responsible for NAH2, except that the TSE Contractor must:

(A) implement the Archaeological Research Design Report and supplement this report should additional areas of heritage interest be identified during the TSE Contractor's Activities;

(B) provide the Principal with the final archaeological report required under Project Planning Approval Condition E18;

(xiii) be responsible for NAH3, except the TSE Contractor will implement the Exhumation Policy and Guidelines;

(xiv) be responsible for NAH5, NAH6 and NAH7;

(xv) be responsible for NAH8, except the TSE Contractor must provide the Principal with all available information, documents, details and data relating to the TSE Contractor's Activities that are required to inform the ongoing development of the Heritage Interpretation Plan;

(xvi) be responsible for NAH9 and NAH10;

(xvii) be responsible for NAH11 (3), (4) and (5);

(xviii) be responsible for NAH12 and NAH13;

(xix) be responsible for NAH14 to NAH17;

(xx) be responsible for NAH18;

(xxi) be responsible for AH4, except the TSE Contractor must provide the Principal with all available information, documents, details and data relating to the TSE Contractor's Activities that are required to inform the ongoing development of the Heritage Interpretation Plan;

(xxii) be responsible for AH6;

(xxiii) be responsible for LV11 to LV19;

(xxiv) be responsible for SCW7;

(xxv) be responsible for B2;

(xxvi) be responsible for FH4 to FH10 except in relation to the TSE Contractor's Activities;

(xxvii) be responsible for HR5;

(xxviii) be responsible for WM5;

(xxix) be responsible for SUS3, except that the TSE Contractor must comply with the workforce development and industry participation strategy to the extent relevant to the TSE Contractor's Activities;

(xxx) be responsible for SUS7 to SUS10; and

(xxxi) be responsible for CU1, except that;

(A) the TSE Contractor must manage and co-ordinate the interface with directly adjacent projects under construction at the same time to the extent relevant to the TSE Contractor's Activities; and

(B) the TSE Contractor must provide the Principal with all available information, documents, details and data relating to the TSE Contractor's Activities that are required to manage and co-ordinate the interface with concurrent projects.

Directly adjacent means adjacent to and potentially ~~affected by~~ construction activities at any construction site.

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest
John Holland CPB Ghella

Attachment 1 – Additional Tree Clearing Requirements

Schedule D3 – Attachment 1

Trees to be removed or trimmed to make way for the TSE Works

TSE Worksite	Location of Trees	Approx. No. to be Trimmed	Approx. Number to be Removed	Species	Approx. Dia (mm)	JHCPBG Comments
Chatswood	Mowbray Road		2	Unknown	300-400	Construct safe access points either side of Mowbray House
Artarmon	Property boundary	Various		Unknown		Trees overhanging boundary fences to be trimmed
Crows Nest	Clarke Street	1		Unknown	300-400	To allow safe access
Crows Nest	Hume Street		7	Unknown	300-400	To allow safe access and road modification works
Crows Nest	Pacific Highway		9	Plane Tree	300-400	Could be impacted by construction works
Crows Nest	Oxley Street		2	Plane Tree	300-400	To enable construction works
Victoria Cross (north)	Miller Street		1	Plane Tree	300-400	To allow safe access
Victoria Cross (south)	Miller Street		6	Plane Tree	300-400	To allow safe access
Victoria Cross (south)	Miller Street		3	Palm	300-400	To allow safe access
Barangaroo	Park		20+	Unknown	100-200	To allow safe access
Waterloo	Botany Road		10	Unknown	300-400	To allow safe access
Waterloo	Wellington Street		1	Unknown	200-300	To allow safe access
Marrickville	Bedwin Road	1		Unknown		Trim tree to allow line of sight at round-a-bout at Bedwin Road and Edinburgh Road

Note: these areas are marked in red on the layout plans

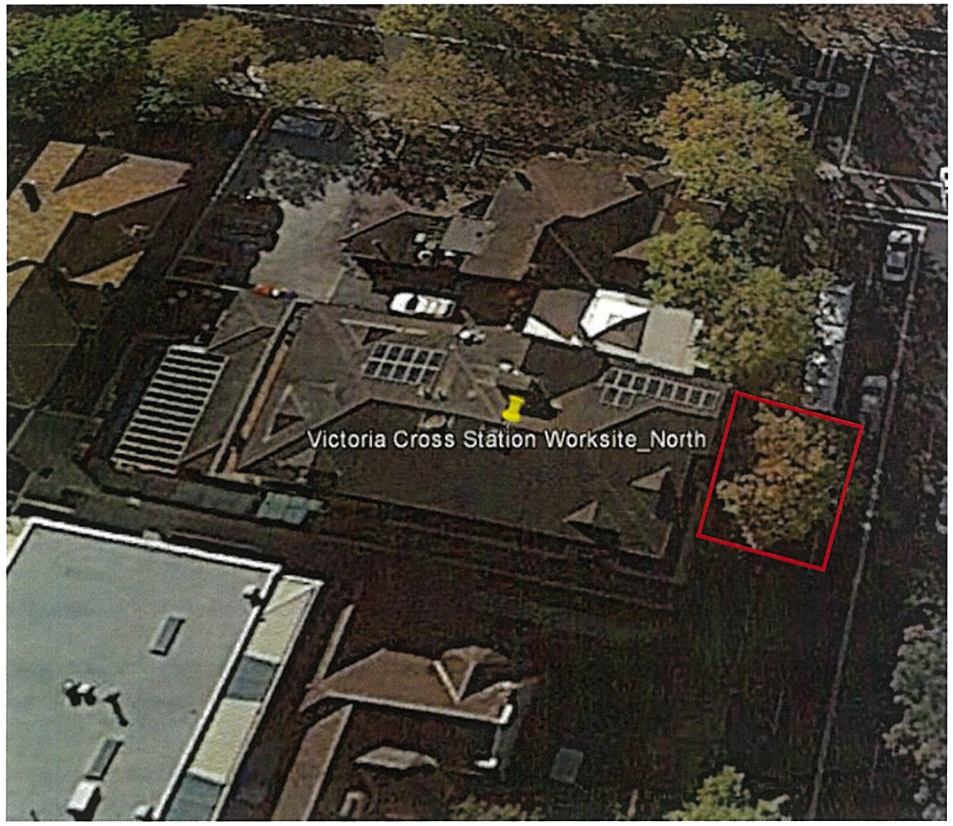
Terry Sleiman - JHCPBG JV

Chatswood Worksite

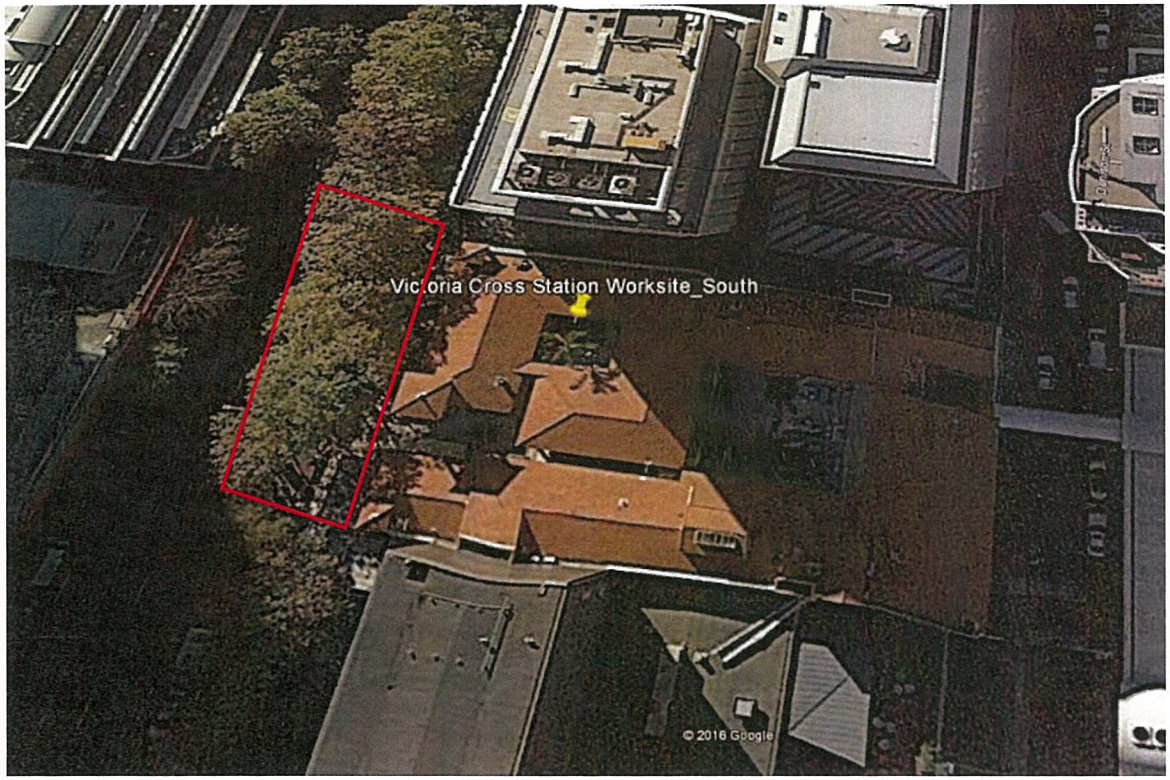
Terry Sleiman - JHCPBG JV
Sydney Metro | city & southwest
John Holland
CPB
Acciona

Crows Nest Worksite

Victoria Cross (north) Worksite



Victoria Cross (south) Worksite



Barangaroo Worksite

Terry Sleiman - JHCPBG JV

Sydney Metro | city & southwest

John Holland CPB Ghella

Waterloo Worksite

Marrickville Worksite (Bedwin Road)

Terry Sleiman - JHCPBG JV
sydney metro | city & southwest
John Holland
CPB
J.Cleary

SCHEDULE D4

Requirements of Third Party Agreements

(Clause 10.16)

1. NO LIMITATION ON DEED

Nothing in this Schedule D4 limits the Principal's rights or affects the TSE Contractor's rights and obligations under any clause of this deed.

Nothing in this Schedule D4 will extend the TSE Contractor's liability for any Consequential Loss or under an indemnity beyond the scope of that provided for in clauses 20.1 and 21.2 of the deed.

Terry Sleiman - JHCPBG JV
city&southwest

2. GLOBAL SIA

(a) The TSE Contractor:

(i) acknowledges that the Principal has entered into the Global Safety Interface Agreement dated 28 June 2013 with Sydney Trains (**Global SIA**); and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Global SIA as if it were named as the Principal in the Global SIA so as to ensure that the Principal is able to fully meet those obligations under the Global SIA or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below;

(iv) may not exercise any of the Principal's discretions or rights under the Global SIA unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) Where the Global SIA provides that the Principal must ensure that the TSE Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2(a)(ii) of this Schedule D4 as if it was stated to be an obligation of the Principal.

(c) Where the Global SIA provides for the Principal to provide a document, notice or information to Sydney Trains, the TSE Contractor:

(i) must not provide any such document, notice or information directly to Sydney Trains; and

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Trains within the time period required by the Global SIA.

(d) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Global SIA or other requirements of Sydney Trains;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains under the Global SIA or otherwise at law; and

(iii) otherwise act consistently with the terms of the Global SIA.

(e) Whenever, pursuant to the terms of the Global SIA, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains under any clause of the Global SIA then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Global SIA in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(f) The TSE Contractor acknowledges that to the extent that the Global SIA contains a provision pursuant to which Sydney Trains is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the Global SIA were set out fully in this deed.

(g) Nothing in the Global SIA or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(h) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by Sydney Trains or third party or any Liability of the Principal to Sydney Trains or third party arising out of or in any way in connection with the Global SIA to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(i) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 2(i)(i) of this Schedule D4; or

(B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers.

[redacted]

[redacted]

Terry Sleiman - JHCPBG JV
Westcity & Southwest

3. DRAFT COUNCIL INTERFACE AGREEMENTS

(a) The TSE Contractor acknowledges that the Principal will enter into an agreement with:

(i) Willoughby Council (**Willoughby Council**) on the terms of the proposed draft "Sydney Metro City & Southwest Tunnel and Station Excavation Works (TSE) Interface Agreement" (**Willoughby Council TSE Interface Agreement**); and

(ii) North Sydney Council (North Sydney Council) on the terms of the proposed draft"Sydney Metro City & Southwest Tunnel and Station Excavation Works (TSE) Interface Agreement" (**North Sydney Council TSE Interface Agreement**),

together referred to in this clause 3 of Schedule D4 as the **Council Interface Agreements** and each is a **Council Interface Agreement**.

(b) In this clause 3 of Schedule D4, a reference to the **Council** is a reference to the relevant Council that is party to a Council Interface Agreement.

(c) The TSE Contractor:

(i) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Council Interface Agreement as if it were named as the Principal in that Council Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under each Council Interface Agreement or otherwise at law except to the extent that each table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 3(c)(i)(A) of this Schedule D4;

(ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in each table below; and

(iii) may not exercise any of the Principal's discretions or rights under any Council Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(d) Where a Council Interface Agreement provides that the Principal must ensure that the TSE Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 3(c)(i) of this Schedule D4 as if it was stated to be an obligation of the Principal.

(e) Where a Council Interface Agreement provides for the Principal to provide a document, notice or information to the Council, the TSE Contractor:

(i) subject to clause 3(e)(iii) of this Schedule D4, must not provide any such document, notice or information directly to the Council;

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Council within the time period required by the Council Interface Agreement; and

(iii) for the purposes of:

(A) clause 5.2(a) of the Willoughby Council TSE Interface Agreement and North Sydney Council TSE Interface Agreement; and

(B) clauses 12.4(c) and 12.11(d) of this deed,

must submit the documentation directly to the Council with a copy to the Principal.

(f) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Council Interface Agreement or other requirements of the Council;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Council under a Council Interface Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of the Council Interface Agreement.

(g) Whenever, pursuant to the terms of a Council Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to the Council under any clause of a Council Interface Agreement then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under each Council Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(h) The TSE Contractor acknowledges that to the extent that each Council Interface Agreement contains a provision pursuant to which the Council is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of each Council Interface Agreement were set out fully in this deed.

(i) Nothing in any Council Interface Agreement or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(j) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by the Council or third party or any Liability of the Principal to the Council or third party arising out of or in any way in connection with a Council Interface

Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(k) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of the Council or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 3(k)(i) of this Schedule D4; or

(B) any acts or omissions of the Council or its employees, agents, contractors or officers.

(l) Terms used in the tables below that are capitalised but are not defined in this deed have the same meaning as in the relevant Council Interface Agreement.

[redacted]

[redacted]

[redacted]

Tony Skiman - JHCPSG JV
Wells Cuys Southwest

4. DRAFT SYDNEY TRAINS INTERFACE AGREEMENT

(a) The TSE Contractor:

(i) acknowledges that the Principal will enter into an agreement with Sydney Trains and Rail Corporation New South Wales on the terms of the proposed draft "Sydney Metro City & Southwest Tunnels and Station Excavation: Sydney Trains TSE Interface Agreement" (**Sydney Trains Interface Agreement**); and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Trains Interface Agreement as if it were named as the Principal in the Sydney Trains Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the Sydney Trains Interface Agreement or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 4(a)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the Sydney Trains Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) Where the Sydney Trains Interface Agreement provides that the Principal must ensure that the TSE Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 4(a)(ii) of this Schedule D4 as if it was stated to be an obligation of the Principal.

(c) Where the Sydney Trains Interface Agreement provides for the Principal to provide a document, notice or information to Sydney Trains, the TSE Contractor:

(i) subject to clause 4(c)(iii) of this Schedule D4, must not provide any such document, notice or information directly to Sydney Trains;

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Trains within the time period required by the Sydney Trains Interface Agreement; and

(iii) for the purposes of:

(A) clause 7.2(a) of the Sydney Trains Interface Agreement;

(B) clauses 12.4(c) and 12.11(d) of this deed,

must submit the documentation directly to Sydney Trains with a copy to the Principal.

(d) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Trains Interface Agreement or other requirements of Sydney Trains;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Trains under the Sydney Trains Interface Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of the Sydney Trains Interface Agreement.

(e) Whenever, pursuant to the terms of the Sydney Trains Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Trains under any clause of the Sydney Trains Interface Agreement then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Sydney Trains Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(f) The TSE Contractor acknowledges that to the extent that the Sydney Trains Interface Agreement contains a provision pursuant to which Sydney Trains is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney Trains Interface Agreement were set out fully in this deed.

(g) Nothing in the Sydney Trains Interface Agreement or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(h) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by Sydney Trains or third party against the Principal or any Liability of the Principal to Sydney Trains or third party arising out of or in any way in connection with the Sydney Trains Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access

to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(i) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 4(i)(i) of this Schedule D4;

(B) any acts or omissions of Sydney Trains or its employees, agents, contractors or officers; or

(C) any acts or omissions of the condition consultant appointed under clause 9 of the Sydney Trains Interface Agreement.

(j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Sydney Trains Interface Agreement.

Sydney Trains Interface Agreement

[redacted]

[redacted]

[redacted]

[redacted]

Terry Sleiman - JHCPBG JV
Wilson | city & southwest

5. DRAFT RMS TSE WORKS AUTHORISATION DEED

(a) The TSE Contractor:

(i) acknowledges that the Principal will enter into an agreement with Roads and Maritime Services (**RMS**) on the terms of the proposed draft "Sydney Metro City & Southwest Tunnels and Station Excavation: Works Authorisation Deed" (**WAD**); and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the WAD as if it were named as the Principal in the WAD so as to ensure that the Principal is able to fully meet those obligations under the WAD or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 5(a)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the WAD unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) Where the WAD provides that the Principal must ensure that the TSE Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 5(a)(ii) of this Schedule D4as if it was stated to be an obligation of the Principal.

(c) Where the WAD provides for the Principal to provide a document, notice or information to RMS, the TSE Contractor:

(i) subject to clause 5(c)(iii) of this Schedule D4, must not provide any such document, notice or information directly to RMS;

(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 RMS within the time period required by the WAD; and

(iii) for the purposes of clauses:

(A) clause 11.1(a) of the WAD; and

(B) clauses 12.4(c) and 12.11(d) of this deed,

must submit the documentation directly to RMS with a copy to the Principal.

(d) The TSE Contractor must, in carrying out the TSE 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 WAD or other requirements of RMS;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the WAD or otherwise at law; and

(iii) otherwise act consistently with the terms of the WAD.

(e) Whenever, pursuant to the terms of the WAD, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to RMS under any clause of the WAD then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the WAD in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(f) The TSE Contractor acknowledges that to the extent that the WAD contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the WAD were set out fully in this deed.

(g) Nothing in the WAD or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(h) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by RMS or third party against the Principal or any Liability of the Principal to RMS or third party arising out of or in any way in connection with the WAD to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(i) The TSE Contractor will:

(i) only be liable to the Principal for any Liability arising out of clauses 16.3(d) or 25 of the WAD:

(A) to the extent that the Principal incurs a Liability to RMS arising out of or in connection with a breach of contract by, a negligent or unlawful act or omission of, or injury, death or damage caused by, the TSE Contractor or its Associates; or

(B) where the TSE Contractor would otherwise be liable to the Principal pursuant to a provision of this deed in respect of the matter; and

(ii) not be liable to the Principal for any Liability arising out of clause 26.2(a) of the WAD to the extent any claims or Losses for which the Principal may be liable:

(A) relate to the deterioration of roads other than the roads identified in Attachment 3 to Annexure A to the WAD; or

(B) are in respect of Consequential Loss incurred by:

(aa) a third party service provider to RMS;

(bb) a roadway or busway operator; or

(cc) operators of RMS tolled roads,

unless the TSE Contractor would otherwise be liable to the Principal for any such claim or Loss pursuant to a provision of this deed.

(j) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of RMS or its employees, agents, contractors or officers; and

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(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 5(j)(i) of this Schedule D4; or

(B) any acts or omissions of RMS or its employees, agents, contractors or officers.

(k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the WAD.

RMS TSE Works Authorisation Deed

[redacted]

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6. DRAFT CROSS CITY TUNNEL INTERFACE AGREEMENT

(a) The TSE Contractor:

(i) acknowledges that the Principal will enter into an agreement with Transurban CCT Nominees in its own capacity and as trustee of the Transurban CCT Trust and Transurban CCT Pty Ltd (**Transurban CCT)** and RMS on the terms of the proposed draft "Sydney Metro City & Southwest – Cross City Tunnel Interface Deed" (**Cross City Tunnel Interface Deed**); and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Cross City Tunnel Interface Deed as if it were named as the Principal in the Cross City Tunnel Interface Deed so as to ensure that the Principal is able to fully meet those obligations under the Cross City Tunnel Interface Deed or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 6(a)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the Cross City Tunnel Interface Deed unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) Where the Cross City Tunnel Interface Deed provides that the Principal must ensure that the TSE Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 6(a)(ii) of this Schedule D4 as if it was stated to be an obligation of the Principal.

(c) Where the Cross City Tunnel Interface Deed provides for the Principal to provide a document, notice or information to Transurban CCT and RMS or either of them, the TSE Contractor:

(i) subject to clause 6(c)(iii) of this Schedule D4, must not provide any such document, notice or information directly to Transurban CCT and RMS or either of them;

(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 Transurban CCT and RMS

or either of them within the time period required by the Cross City Tunnel Interface Deed; and

(iii) for the purposes of:

(A) clause 7.1 of the Cross City Tunnel Interface Deed; and

(B) clauses 12.4(c) and 12.11(d) of this deed,

must submit the documentation directly to Transurban CCT and RMS or either of them with a copy to the Principal.

(d) The TSE Contractor must, in carrying out the TSE 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 Cross City Tunnel Interface Deed or other requirements of Transurban CCT and RMS or either of them;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Transurban CCT and RMS or either of them under the Cross City Tunnel Interface Deed or otherwise at law; and

(iii) otherwise act consistently with the terms of the Cross City Tunnel Interface Deed.

(e) Whenever, pursuant to the terms of the Cross City Tunnel Interface Deed, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Transurban CCT and RMS or either of them under any clause of the Cross City Tunnel Interface Deed then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Cross City Tunnel Interface Deed in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(f) The TSE Contractor acknowledges that to the extent that the Cross City Tunnel Interface Deed contains a provision pursuant to which Transurban CCT and RMS or either of them is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the Cross City Tunnel Interface Deed were set out fully in this deed.

(g) Nothing in the Cross City Tunnel Interface Deed or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(h) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by Transurban CCT and RMS or either of them or any third party or any Liability of the Principal to Transurban CCT and RMS or either of them or any third party arising out of or in any way in connection with the Cross City Tunnel Interface Deed to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(i) Except as otherwise set out in this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of Transurban CCT and RMS or either of them or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 6(i)(i) of this Schedule D4; or

(B) any acts or omissions of Transurban CCT and RMS or either of them or its employees, agents, contractors or officers.

(j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Cross City Tunnel Interface Deed.

Cross City Tunnel Interface Deed

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7. DRAFT WESTCONNEX INTERFACE AGREEMENT

(a) The TSE Contractor:

(i) acknowledges that the Principal will enter into an agreement with Sydney WCX Stage 3 Co on the terms of the proposed draft "Sydney Metro City & Southwest – WestConnex Interface Deed" (**WestConnex Interface Deed**); and

(ii) must, subject to clause 7(ba) of this Schedule D4, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the WestConnex Interface Deed as if it were named as the Principal in the WestConnex Interface Deed so as to ensure that the Principal is able to fully meet those obligations under the WestConnex Interface Deed or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 7(a)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the WestConnex Interface Deed unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(ba) The TSE Contractor is not obliged to comply with this clause 7 on and from the last Portion Handover Date for the relevant part of the Construction Site that is subject to the WestConnex Interface Deed.

(b) Where the WestConnex Interface Deed provides that the Principal must ensure that the TSE Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 7(a)(ii) of this Schedule D4 as if it was stated to be an obligation of the Principal.

(c) Where the WestConnex Interface Deed provides for the Principal to provide a document, notice or information to WCX Stage 3 Co, the TSE Contractor 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 WCX Stage 3 Co within the time period required by the WestConnex Interface Deed.

(d) The TSE Contractor must, in carrying out the TSE 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 WestConnex Interface Deed or other requirements of WCX Stage 3 Co;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to WCX Stage 3 Co under the WestConnex Interface Deed or otherwise at law; and

(iii) otherwise act consistently with the terms of the WestConnex Interface Deed.

(e) Whenever, pursuant to the terms of the WestConnex Interface Deed, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to WCX Stage 3 Co under any clause of the WestConnex Interface Deed then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the WestConnex Interface Deed in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(f) The TSE Contractor acknowledges that to the extent that the WestConnex Interface Deed contains a provision pursuant to which WCX Stage 3 Co is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the WestConnex Interface Deed were set out fully in this deed.

(g) Nothing in the WestConnex Interface Deed or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(h) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by WCX Stage 3 Co or any third party or any Liability of the Principal to WCX Stage 3 Co or any third party arising out of or in any way in connection with the WestConnex Interface Deed to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(i) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of WCX Stage 3 Co or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 7(i)(i) of this Schedule D4; or

(B) any acts or omissions of WCX Stage 3 Co or its employees, agents, contractors or officers.

(j) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the WestConnex Interface Deed.

WestConnex Interface Deed

[redacted]

[redacted]

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8. DRAFT SYDNEY WATER INTERFACE AGREEMENT

(a) The TSE Contractor:

(i) acknowledges that the Principal will enter into an agreement with Sydney Water on the terms of the proposed draft "Sydney Metro Program SWC Interface Agreement" (**Sydney Water Interface Agreement**); and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Water Interface Agreement as if it were named as the Principal in the Sydney Water Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the Sydney Water Interface Agreement or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 8(a)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the Sydney Water Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) The TSE Contractor acknowledges that the Sydney Water Interface Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the TSE Contractor's Activities and nothing in this clause 8 imposes obligations on the TSE Contractor in relation to:

(i) the works forming part of the SSJ Package or any Further Sydney Metro Works or any Future Project the subject of Design and Construction Requirements (as those terms are defined in the Sydney Water Interface Agreement) added in accordance with clause 2.4(e)(i) of the Sydney Water Interface Agreement;

(ii) any Construction Area or Operations and Maintenance Requirements (as those terms are defined in the Sydney Water Interface Agreement) relevant to the SSJ Package or added in accordance with clauses 2.4(e)(ii) and 2.4(e)(iii) of the Sydney Water Interface Agreement;

(iii) Part C of the Sydney Water Interface Agreement after the Portion Handover Date.

(c) Where the Sydney Water Interface Agreement provides that the Principal must ensure that the TfNSW Contractor will, do something or comply with an obligation,

the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 8(a)(ii) as if it was stated to be an obligation of the Principal.

(d) Where the Sydney Water Interface Agreement provides for the Principal to provide a document, notice or information to Sydney Water, the TSE Contractor:

(i) subject to clause 8(d)(iii) of this Schedule D4 must not provide any such document, notice or information directly to Sydney Water;

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Sydney Water within the time period required by the Sydney Water Interface Agreement; and

(iii) for the purposes of:

(A) clause 19.2 of the Sydney Water Interface Agreement; and

(B) clauses 12.4(c) and 12.11(d) of this deed,

must submit the documentation directly to Sydney Water with a copy to the Principal.

(e) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney Water Interface Agreement or other requirements of Sydney Water;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Water under the Sydney Water Interface Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of the Sydney Water Interface Agreement.

(f) Whenever, pursuant to the terms of the Sydney Water Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the Sydney Water Interface Agreement then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Sydney Water Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(g) The TSE Contractor acknowledges that to the extent that the Sydney Water Interface Agreement contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney Water Interface Agreement were set out fully in this deed.

(h) Nothing in the Sydney Water Interface Agreement or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(i) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by Sydney Water or any third party or any Liability of the Principal to Sydney Water or any third party arising out of or in any way in connection with the Sydney Water Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(j) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 8(j)(i) of this Schedule D4; or

(B) any acts or omissions of Sydney Water or its employees, agents, contractors or officers.

(k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the Sydney Water Interface Agreement.

[redacted]

[redacted]

9. DRAFT TRANSGRID INTERFACE AGREEMENT

(a) The TSE Contractor:

(i) acknowledges that the Principal will enter into an agreement with NSW Electricity Networks Operations Pty Limited in its personal capacity and as trustee for the NSW Electricity Networks Operations Trust trading as TransGrid (**TransGrid**) on the terms of the proposed draft "Sydney Metro City & Southwest TransGrid Interface Agreement" (**TransGrid Interface Agreement**); and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the TransGrid Interface Agreement as if it were named as the Principal in the TransGrid Interface Agreement so as to ensure that the Principal is able to fully meet those obligations under the TransGrid Interface Agreement or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 9(a)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's discretions or rights under the TransGrid Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(b) The TSE Contractor acknowledges that the TransGrid Interface Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the TSE Contractor's Activities and nothing in this clause 0 imposes obligations on the TSE Contractor in relation to:

(i) the works described or shown in Annexure D, or any further Annexure added in accordance with clause 4.2(e)(i) of the TransGrid Interface Agreement;

(ii) the design shown in Annexure B, or any further Annexure added in accordance with clause 4.2(e)(ii) of the TransGrid Interface Agreement; or

(iii) any new TransGrid Assets (as that term is defined in the TransGrid Interface Agreement) added in accordance with clause 4.2(e)(iii) of the TransGrid Interface Agreement.

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Sydney city & southwest

(c) Where the TransGrid Interface Agreement provides that the Principal must ensure that the TfNSW Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with,

satisfy, carry out and fulfil that obligation in accordance with clause 9(a)(ii) of this Schedule D4 as if it was stated to be an obligation of the Principal.

(d) Where the TransGrid Interface Agreement provides for the Principal to provide a document, notice or information to TransGrid, the TSE Contractor:

(i) subject to clause 9(d)(iii) of this Schedule D4 must not provide any such document, notice or information directly to TransGrid;

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to TransGrid within the time period required by the TransGrid Interface Agreement; and

(iii) for the purposes of:

(A) clauses 5.3(a) and 6.1(a) of the TransGrid Interface Agreement, and

(B) clauses 12.4(c) and 12.11(d) of this deed,

must submit the documentation directly to TransGrid with a copy to the Principal.

(e) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the TransGrid Interface Agreement or other requirements of TransGrid;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to TransGrid under the TransGrid Interface Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of the TransGrid Interface Agreement.

(f) Whenever, pursuant to the terms of the TransGrid Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to TransGrid under any clause of the TransGrid Interface Agreement then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the TransGrid Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(g) The TSE Contractor acknowledges that to the extent that the TransGrid Interface Agreement contains a provision pursuant to which TransGrid is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the TransGrid Interface Agreement were set out fully in this deed.

(h) Nothing in the TransGrid Interface Agreement or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(i) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by TransGrid or any third party or any Liability of the Principal to TransGrid

or any third party arising out of or in any way in connection with the TransGrid Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(j) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of TransGrid or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 8(j)(i) of this Schedule D4; or

(B) any acts or omissions of TransGrid or its employees, agents, contractors or officers.

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(k) Terms used in the table below that are capitalised but are not defined in this deed have the same meaning as in the TransGrid Interface Agreement.

[redacted]

[redacted]

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10. ADJOINING PROPERTY OWNER AGREEMENT

(a) The TSE Contractor:

(i) acknowledges that the Principal has entered into Adjoining Property Owner Agreements with:

(A) Macquarie Bank Limited in respect of 50 Martin Place and 9-19 Elizabeth Street, Sydney;

(B) IOF Custodian Pty Limited in respect of 105-153 Miller Street, North Sydney;

(C) New South Wales Masonic Club in respect of 169-171 Castlereagh Street, Sydney;

(D) Perpetual Trustee Company Limited as custodian of the Charter Hall Office Trust in respect of 65 Berry Street, North Sydney;

(E) The Owners – Strata Plan No. 68274 in respect of 248A – 250 Pitt Street, Sydney; and

(F) Loduku Pty Ltd in respect of 473 Pacific Highway, Crows Nest,

together referred to in this clause 10 of Schedule D4 as the **Adjoining Owners** and each an **Adjoining Owner**; and

(b) The TSE Contractor:

(i) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Owner Agreement as if it were named as the Principal in each Adjoining Property Owner Agreement so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Owner Agreement or otherwise at law except to the extent that the relevant table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 10(b)(i)(A) of this Schedule D4;

(ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the relevant table below;

(iii) may only exercise the Principal's discretions or rights under any Adjoining Property Owner Agreement:

(A) in accordance with this clause 10 of Schedule D4; or

(B) otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed); and

(iv) may, subject to clause 10(b)(i), exercise the Principal's right to obtain access to an Adjoining Property under an Adjoining Property Owner Agreement, and all other rights under an Adjoining Property Owner Agreement, for the purpose of carrying out the TSE Contractor's Activities.

(c) Where an Adjoining Property Owner Agreement provides that:

(i) the Principal must; or

(ii) the Principal must ensure that the TSE Contractor will,

do something or comply with an obligation, the TSE Contractor must, when it is obliged to act, in performing the TSE Contractor's Activities, do that thing or comply with that obligation.

(d) Where an Adjoining Property Owner Agreement provides for the Principal to provide a document, notice or information to an Adjoining Owner, the TSE Contractor must:

(i) subject to clause 10(d)(ii), provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review, comment on and approve the document, notice or information before the TSE Contractor provides the document, notice or information to an Adjoining Owner; and

(ii) for the purposes of:

(A) clause 5.2(a) of the Adjoining Property Owner Agreement in respect of 50 Martin Place and 9-19 Elizabeth Street, Sydney;

(B) clauses 1.2(b)(i) and 1.2(b)(ii) of Annexure B and clauses 1.2(b)(i) of Annexure C of the Adjoining Property Owner Agreement in respect of 105-153 Miller Street, North Sydney;

(C) clause 3.2 and 5.2(a) of the Adjoining Property Owner Agreement in respect of 169-171 Castlereagh Street, Sydney;

(D) clauses 3.2(b), 3.2(d), 3.2(g) and 5.2(a) of the Adjoining Property Owner Agreement in respect of 65 Berry Street, North Sydney;

(E) clauses 3.2 and 5.2(a) of the Adjoining Property Owner Agreement in respect of 248A-250 Pitt Street, Sydney; and

(F) clause 3.2 of the Adjoining Property Owner Agreement in respect of 473 Pacific Highway, Crows Nest,

submit the documentation directly to the Adjoining Owner with a copy to the Principal.

(e) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Owner Agreement or other requirements of each Adjoining Owner;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to any Adjoining

Owner under any Adjoining Property Owner Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of each Adjoining Property Owner Agreement.

(f) Whenever, pursuant to the terms of an Adjoining Property Owner Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to an Adjoining Owner under any clause of an Adjoining Property Owner Agreement then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under each Adjoining Property Owner 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 deed.

(g) The TSE Contractor acknowledges that to the extent that an Adjoining Property Owner Agreement contains a provision pursuant to which an Adjoining Owner is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of each Adjoining Property Owner Agreement were set out fully in this deed.

(h) Nothing in any Adjoining Property Owner Agreement or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion of any Portion or the rectification of Defects under this deed.

(i) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by any Adjoining Owner or third party or any Liability of the Principal to any Adjoining Owner or third party arising out of or in any way in connection with any Adjoining Property Owner Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4 or any other term of this deed,

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor ~~Insurance Policy~~,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

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(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(j) The TSE Contractor will only be liable to the Principal for any Liability arising out of clause 20 of an Adjoining Property Owner Agreement:

(i) to the extent that the Principal incurs a Liability to an Adjoining Owner 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 TSE Contractor or its Associates; or

(ii) where the TSE Contractor would otherwise be liable to the Principal pursuant to a provision of this deed in respect of the matter.

(k) Except as otherwise set out under this deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of any Adjoining Owner 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 10(k)(i) of this Schedule D4; or

(B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.

50 Martin Place and 9-19 Elizabeth Street, Sydney

[redacted]

[redacted]

[redacted]

[redacted]

105-153 Miller Street, North Sydney

[redacted]

[redacted]

[redacted]

[redacted]

169-171 Castlereagh Street, Sydney

[redacted]

[redacted]

[redacted]

65 Berry Street, North Sydney

[redacted]

[redacted]

[redacted]

[redacted]

248A-250 Pitt Street, Sydney

[redacted]

[redacted]

[redacted]

473 Pacific Highway, Crows Nest

[redacted]

[redacted]

[redacted]

11. DRAFT SYDNEY CITY COUNCIL INTERFACE AGREEMENT

(a) The TSE Contractor acknowledges that the Principal will enter into an agreement with Sydney City Council (**Sydney Council**) on the terms of the proposed draft "Sydney Metro City & Southwest Council Interface Agreement" (**Sydney City Council Interface Agreement**).

(b) The TSE Contractor:

(i) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney City Council Interface Agreement as if it were named as the Principal in that agreement so as to ensure that the Principal is able to fully meet those obligations under the Sydney City Council Interface Agreement or otherwise at law except to the extent that each table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 11(b)(i)(A) of this Schedule D4;

(ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in each table below; and

(iii) may not exercise any of the Principal's discretions or rights under the Sydney City Council Interface Agreement unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(c) The TSE Contractor acknowledges that the Sydney City Council Interface Agreement provides for works to be undertaken for and on behalf of TfNSW that do not form part of the TSE Contractor's Activities and nothing in this clause 11 imposes obligations on the TSE Contractor in relation to:

(i) the works described in Annexure C, or any further Annexure added in accordance with clause 2.2(b)(i) of the Sydney City Council Interface Agreement;

(ii) the Roads and Council Facilities (as those terms are defined in the Sydney City Council Agreement) other than the Roads and Council Facilities that are specified in Annexure D and Schedule 7 of the Sydney City Council Interface Agreement.

(d) Where the Sydney Council Interface Agreement provides that the Principal must ensure that the TfNSW Contractor will, do something or comply with an obligation, the TSE Contractor must, in performing the TSE Contractor's Activities, comply with, satisfy, carry out and fulfil that obligation in accordance with clause 11(b)(i) of this Schedule D4 as if it was stated to be an obligation of the Principal.

(e) Where a Council Interface Agreement provides for the Principal to provide a document, notice or information to the Council, the TSE Contractor:

(i) subject to clause 11(e)(i) of this Schedule D4 must not provide any such document, notice or information directly to the Council;

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Council within the time period required by the Sydney City Council Interface Agreement; and

(iii) for the purposes of:

(A) clause 6.2(a) of the Sydney City Council Interface Agreement, and; and

(B) clauses 12.4(c) and 12.11(d) of this deed,

must submit the documentation directly to the Council with a copy to the Principal.

(f) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of the Sydney City Council Interface Agreement or other requirements of Sydney City Council;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney City Council under the Sydney City Council Interface Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of the Sydney City Council Interface Agreement.

(g) Whenever, pursuant to the terms of the Sydney City Council Interface Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to Sydney City Council under any clause of the Sydney City Council Interface Agreement then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Sydney City Council Interface Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(h) The TSE Contractor acknowledges that to the extent that the Sydney City Council Interface Agreement contains a provision pursuant to which Sydney City Council is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney City Council Interface Agreement were set out fully in this deed.

(i) Nothing in the Sydney City Council Interface Agreement or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion, Completion or the rectification of Defects under this deed.

(j) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by Sydney City Council or any third party or any Liability of the Principal to Sydney City Council or any third party arising out of or in any way in connection with the Sydney City Council Interface Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(k) Except as otherwise set out under this Deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of Sydney City Council or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 3(k)(i) of this Schedule D4; or

(B) any acts or omissions of Sydney City Council or its employees, agents, contractors or officers.

(l) Terms used in the tables below that are capitalised but are not defined in this deed have the same meaning as in the Sydney City Council Interface Agreement.

Sydney City Council Interface Agreement

[redacted]

12. DRAFT MARTIN PLACE WORKS AGREEMENT

(a) In this clause 12 of this Schedule D4:

Martin Place Works means the works to be carried out pursuant to the Martin Place Works Agreement.

Martin Place Works Agreement means clause 12 of the Section 30 Agreement, on the terms of the proposed draft attached at Schedule D5.

Owner means The Council of the City of Sydney.

Section 30 Agreement means an agreement between the Principal and the Owner for the acquisition of Lot 1 in Deposited Plan 260232 known as Martin Place Shopping Circle, Sydney and the carrying out of ancillary works in Martin Place.

(b) The TSE Contractor:

(i) acknowledges that the Principal intends to enter into a Section 30 Agreement with the Owner; and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Martin Place Works Agreement as if it were named as the Principal in the Martin Place Works Agreement so as to ensure that the Principal is able to fully meet those obligations under the Martin Place Works Agreement or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 12(b)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's directions or rights under the Martin Place Works Agreement] unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(c) The TSE Contractor acknowledges that:

(i) the Martin Place Works Agreement provides a process for the Martin Place Works to be designed and constructed;

(ii) it is not obliged to design and construct the Martin Place Works unless this deed requires it to design and construct such works;

(iii) if it does elect to design and construct any of the Martin Place Works, it must do so in accordance with the requirements of the Martin Place Works Agreement, this Schedule D4 and this deed;

(iv) if it proposes to design and construct any other works (other than the Works and Martin Place Works):

(A) it must obtain any necessary Approvals and liaise with the relevant Authority in relation to those works; and

(B) the Principal will not be liable upon any Claim (insofar as is permitted by law) by the TSE Contractor arising out of or in any way in connection with:

(aa) identifying and obtaining access to any Extra Land required for such works; or

(bb) any delay, additional costs or other effects on the TSE Contractor's Activities related to the ability of the TSE Contractor or its respective Subcontractors to obtain access to such Extra Land or obtain any necessary Approvals.

(d) Where the Martin Place Works Agreement provides that:

(i) the Principal must; or

(ii) the Principal must ensure that the TSE Contractor will,

do something or comply with an obligation, the TSE Contractor must in performing the TSE Contractor's Activities, do that thing or comply with that obligation.

(e) Where the Martin Place Works Agreement provides for the Principal to provide a document, notice or information to the Owner, the TSE Contractor:

(i) must not provide any such document, notice or information directly to the Owner; and

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Principal within sufficient time for the Principal to review and comment on the document, notice or information and provide it to the Owner within the time period required by the Martin Place Works Agreement.

(f) The TSE Contractor must, in carrying out the TSE 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 Martin Place Works Agreement or other requirements of the Owner;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Owner under the Martin Place Works Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of the Martin Place Works Agreement.

(g) Whenever, pursuant to the terms of the Martin Place Works Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to the Owner under any clause of the Martin Place Works Agreement

then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Martin Place Works 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 deed.

(h) The TSE Contractor acknowledges that to the extent that the Martin Place Works Agreement contains a provision pursuant to which the Owner is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the Martin Place Works Agreement were set out fully in this deed.

(i) Nothing in the Martin Place Works Agreement or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion or the rectification of Defects under this deed.

(j) The parties agree that:

(i) theTSE Contractor must indemnify the Principal from and against any claim by the Owner or third party or any Liability of the Principal to the Owner or third party arising out of or in any way in connection with the Martin Place Works Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

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cityssouthwest

(cc) comply with its insurance obligations under this deed.

(k) The TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of the Owner or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 12(k)(i) of this Schedule D4; or

(B) any acts or omissions of the Owner or its employees, agents, contractors or officers.

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WHSP city&southwest

13. 33 BLIGH STREET CONSTRUCTION LEASE

(a) In this clause 13 of this Schedule D4, **33 Bligh Street Construction Lease** means the lease of the land comprised in Lot 1 in Deposited Plan 626651 known as 33 Bligh Street, Sydney (**Land**) between Ausgrid Operator Partnership ABN 78 508 211 731 (**Sublessor**) and the Principal (undated), substantially in the form attached at Schedule D5, including any holdover under that lease or any further lease arising from the exercise of an option pursuant to that lease.

(b) The TSE Contractor:

(i) acknowledges that the Principal has entered into, or will enter into, the 33 Bligh Street Construction Lease; and

(ii) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the 33 Bligh Street Construction Lease as if it were named as the Principal in the 33 Bligh Street Construction Lease so as to ensure that the Principal is able to fully meet those obligations under the 33 Bligh Street Construction Lease or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4 that are additional to or more stringent or onerous than the conditions and requirements described in clause 13(b)(ii)(A) of this Schedule D4;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below; and

(iv) may not exercise any of the Principal's directions or rights under the 33 Bligh Street Construction Lease unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed).

(c) Where the 33 Bligh Street Construction Lease provides that:

(i) the Principal must; or

(ii) the Principal must ensure that the TSE Contractor will,

do something or comply with an obligation, the TSE Contractor must in performing the TSE Contractor's Activities, do that thing or comply with that obligation.

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(d) Where the 33 Bligh Street Construction Lease provides for the Principal to provide a document, notice or information to the Sublessor, the TSE Contractor:

(i) must not provide any such document, notice or information directly to the Sublessor; and

(ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Sublessor within the time period required by the 33 Bligh Street Construction Lease.

(e) The TSE Contractor must, in carrying out the TSE 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 33 Bligh Street Construction Lease or other requirements of the Sublessor;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Sublessor under the 33 Bligh Street Construction Lease or otherwise at law; and

(iii) otherwise act consistently with the terms of the 33 Bligh Street Construction Lease.

(f) Whenever, pursuant to the terms of the 33 Bligh Street Construction Lease, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to the Sublessor under any clause of the 33 Bligh Street Construction Lease then, subject to what is provided in this Schedule D4 and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the 33 Bligh Street Construction Lease in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(g) The TSE Contractor acknowledges that to the extent that the 33 Bligh Street Construction Lease contains a provision pursuant to which the Sublessor is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of the 33 Bligh Street Construction Lease were set out fully in this deed.

(h) Nothing in the 33 Bligh Street Construction Lease or this Schedule D4 limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion or the rectification of Defects under this deed.

(i) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by the Sublessor or third party or any Liability of the Principal to the Sublessor or third party arising out of or in any way in connection with the 33 Bligh Street Construction Lease to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

(j) The TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4; and

(B) any acts or omissions of the Sublessor or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in clause 13(j)(i) of this Schedule D4; or

(B) any acts or omissions of the Sublessor or its employees, agents, contractors or officers.

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14. COMMON DISPUTES

(a) In this clause14 of Schedule D4:

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

Common Dispute means a dispute described in clause 14(b) of this Schedule D4.

(b) A Dispute under this deed may be concerned with matters that also arise in respect of the respective rights and obligations of the Principal and a Third Party to one of the Third Party Agreements referred to in this Schedule D4 where the Principal is in breach of a provision of this deed to the extent such a breach is caused by a Third Party under its respective Third Party Agreement and;

(i) the Principal is entitled to obtain remedies or benefits under that Third Party Agreement which are substantially similar to remedies or benefits claimed by the TSE Contractor in a Claim by the TSE Contractor under this deed or;

(ii) TSE Contractor has rights against the Principal under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and the Principal has substantially similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or

(iii) TSE Contractor has a Claim against the Principal and the Principal has a Claim against a Third Party based on substantially similar events or circumstances and the Principal is entitled to obtain remedies or benefits under a Third Party Agreement which are substantially similar to remedies or benefits claimed by the TSE Contractor in a Claim by the TSE Contractor under this deed.

(c) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:

(i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 14 of Schedule D4; and

(ii) notify the TSE Contractor in writing of its decision within 20 Business Days of the Common Dispute arising,

in which case clauses 14(d) to 14(k) of this Schedule D4 will then apply in respect of that Common Dispute.

(d) In the event that there is a Common Dispute, then:

(i) clauses 23.1 to 23.15 will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and

(ii) the TSE Contractor acknowledges and agrees that the purpose of this clause 14 of Schedule D4 is:

(A) to provide the TSE Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the TSE Contractor's rights against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Third Party Agreements; and

(B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against a Third Party under, arising out of, or in any way in connection with the relevant Third Party Agreement.

(e) In respect of all Common Disputes:

(i) the TSE Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the TSE Contractor, will only arise at the time the relevant Common Dispute is resolved or determined;

(ii) if any compensation is payable by the Principal to the TSE Contractor under this deed in respect of a Common Dispute, the TSE Contractor will have the same entitlement to recover compensation under this deed as the Principal has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;

(iii) any rights the TSE Contractor has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Third Party Agreement; and

(iv) the Principal will pass through to the TSE Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:

(A) to the extent that this is referrable to the TSE Contractor, including any liability, Claim or loss of the TSE Contractor; and

(B) determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.

(f) The Principal agrees to:

(i) request that the relevant Third Party permit the TSE Contractor to directly make representations in respect of the Common Dispute;

(ii) if it is unable to obtain the Third Party's consent as contemplated under clause 14(f)(i) of this Schedule D4, make on behalf of the TSE Contractor whatever representations in respect of the Common Dispute that the TSE Contractor reasonably requests; and

(iii) provide:

(A) regular updates to the TSE Contractor; and

(B) whatever information and documents the TSE Contractor reasonably requests,

as to the progress of the Common Dispute.

(g) The Principal's Liability to the TSE Contractor in respect of the subject matter of the Common Dispute:

(i) is satisfied by payment to the TSE Contractor in accordance with this clause 14 of Schedule D4; or

(ii) if the Third Party is not liable to the Principal, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:

(A) the Principal has complied with its obligations under this clause 14 of this Schedule D4 with respect to recovery of the Principal's and the TSE Contractor's entitlements from the Third Party; and

(B) all appeals from such determination have been exhausted.

(h) The TSE Contractor agrees:

(i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the Common Dispute;

(ii) that where a Third Party Agreement contemplates:

(A) alternative dispute resolution (including arbitration and expert determination):

(aa) a like process will apply to the Common Dispute between the parties; and

(bb) the TSE Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and

(B) litigation, the TSE Contractor consents to the Common Dispute being consolidated with (or heard together with) that litigation; and

(iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the TSE Contractor's rights and obligations under this deed.

(i) The TSE Contractor's entitlement to a remedy in respect of a Common Dispute will not be reduced to the extent to which the Principal's entitlements under a Third Party Agreement are reduced or extinguished due to the Principal's breach or failure to comply with the Third Party Agreement or other act or omission (in each case to the extent not caused by the TSE Contractor) or to the extent that the Principal elects to settle or otherwise compromise the Common Dispute without the TSE Contractor's prior consent (such consent not to be unreasonably withheld or delayed).

(j) To the extent the TSE Contractor has recovered compensation in respect of a Common Dispute under another provision of this deed, then the TSE Contractor is not entitled to the same compensation under this clause 14 of Schedule D4.

(k) Any payment to which the TSE Contractor is entitled under this clause 14 of Schedule D4 in respect of a Common Dispute shall be paid by the Principal to the TSE Contractor within 20 Business Days from the date of the settlement or determination (regardless of whether all rights of appeal have been exhausted) of the Common Dispute under or in connection with the Third Party Agreement and which is binding on the Principal. In the event that such determination is later adjusted or overturned then this clause 14(k) will also apply to such later determination and to the extent there has been any overpayment to the TSE Contractor the amount of such overpayment shall be a debt due and payable to the Principal.

SCHEDULE D4A

Requirements of Adjoining Property Owner Agreements

(Clauses 1.1 and 10.16A)

1. **NO LIMITATION ON DEED**

Nothing in this Schedule D4A limits the Principal's rights or affects the TSE Contractor's rights and obligations under any clause of this deed.

2. **ADJOINING PROPERTY OWNER AGREEMENT**

(a) The TSE Contractor:

(i) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Owner Agreement as if it were named as the Principal in each Adjoining Property Owner Agreement so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Owner Agreement or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4A that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(i)(A) of this Schedule D4A;

(ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below;

(iii) may only exercise the Principal's discretions or rights under any Adjoining Property Owner Agreement:

(A) in accordance with this clause 2 of Schedule D4A; or

(B) otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed); and

(iv) may, subject to clause 2(a)(i), exercise the Principal's right to obtain access to an Adjoining Property under an Adjoining Property Owner Agreement, and all other rights under an Adjoining Property Owner Agreement, for the purpose of carrying out the TSE Contractor's Activities.

(b) Where an Adjoining Property Owner Agreement provides that:

(i) the Principal must; or

(ii) the Principal must ensure that the TSE Contractor will,

do something or comply with an obligation, the TSE Contractor must, when it is obliged to act, in performing the TSE Contractor's Activities, do that thing or comply with that obligation.

(c) Where an Adjoining Property Owner Agreement provides for the Principal to provide a document, notice or information to an Adjoining Owner, the TSE Contractor must:

(i) subject to clause 2(c)(ii), provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review, comment on and approve the document, notice or information before the TSE Contractor provides the document, notice or information to an Adjoining Owner; and

(ii) for the purpose of clauses 3.2(a), 3.2(b), 4.2(a), 5.2(a) and 7.2(a) of the Adjoining Property Owner Agreement, submit the documentation directly to the Adjoining Owner with a copy to the Principal.

(d) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Owner Agreement or other requirements of each Adjoining Owner;

(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to any Adjoining Owner under any Adjoining Property Owner Agreement or otherwise at law; and

(iii) otherwise act consistently with the terms of each Adjoining Property Owner Agreement.

(e) Whenever, pursuant to the terms of an Adjoining Property Owner Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to an Adjoining Owner under any clause of an Adjoining Property Owner Agreement then, subject to what is provided in this Schedule D4A and the other terms of this deed, the TSE Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under each Adjoining Property Owner 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 deed.

(f) The TSE Contractor acknowledges that to the extent that an Adjoining Property Owner Agreement contains a provision pursuant to which an Adjoining Owner is stated to make no representation as to a state of affairs, the TSE Contractor agrees that the Principal similarly makes no representation to the TSE Contractor in respect of that state of affairs in the same way as if the relevant terms of each Adjoining Property Owner Agreement were set out fully in this deed.

(g) Nothing in any Adjoining Property Owner Agreement or this Schedule D4A limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion of any Portion or the rectification of Defects under this deed.

(h) The parties agree that:

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(i) the TSE Contractor must indemnify the Principal from and against any claim by any Adjoining Owner or third party or any Liability of the Principal to any Adjoining Owner or third party arising out of or in any way in connection with any Adjoining Property Owner Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:

(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4A or any other term of this deed; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

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sydney METRO | city & southwest
John Holland CPB Ghella

(i) The TSE Contractor will only be liable to the Principal for any Liability arising out of clause 21 of an Adjoining Property Owner Agreement:

(i) to the extent that the Principal incurs a Liability to an Adjoining Owner 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 TSE Contractor or its Associates; or

(ii) where the TSE Contractor would otherwise be liable to the Principal pursuant to a provision of this deed in respect of the matter.

(j) Except as otherwise set out in this deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4A; and

(B) any acts or omissions of any Adjoining Owner 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 2(j)(i) of this Schedule D4A; or

(B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.

(k) The parties acknowledge that the provisions of clause 14 of Schedule D4 (with the necessary changes) apply to this Schedule D4A as if they had been set out in full.

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SCHEDULE D4B

Requirements of Adjoining Property Easements

(Clauses 1.1 and 10.17)

1. **NO LIMITATION ON DEED**

Nothing in this Schedule D4B limits the Principal's rights or affects the TSE Contractor's rights and obligations under any clause of this deed.

2. **ADJOINING PROPERTY EASEMENTS**

(a) The TSE Contractor:

(i) must, in performing, the TSE Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Adjoining Property Easement as if it were named as the Principal in each Adjoining Property Easement, so as to ensure that the Principal is able to fully meet those obligations under each Adjoining Property Easement or otherwise at law except to the extent that the table below:

(aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(bb) limits the TSE Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the TSE Contractor in this Schedule D4B that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(i)(A) of this Schedule D4B;

(ii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the table below;

(iii) may only exercise the Principal's discretions or rights under any Adjoining Property Easement:

(A) in accordance with this clause 2 of Schedule D4B; or

(B) otherwise with the Principal's prior written consent (which must not be unreasonably withheld or delayed); and

(iv) may, subject to clause 2(a)(i), exercise the Principal's right to obtain access to an Adjoining Property under an Adjoining Property Easement, and all other rights under an Adjoining Property Easement, for the purpose of carrying out the TSE Contractor's Activities.

(b) Where an Adjoining Property Easement provides that:

(i) the Principal must; or

(ii) the Principal must ensure that the TSE Contractor will,

do something or comply with an obligation, the TSE Contractor must, when it is obliged to act, in performing the TSE Contractor's Activities, do that thing or comply with that obligation.

(c) Where an Adjoining Property Easement provides for the Principal to provide a document, notice or information to an Adjoining Owner, the TSE Contractor must:

(i) subject to clause 2(c)(ii), provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review, comment on and approve the document, notice or information before the TSE Contractor provides the document, notice or information to an Adjoining Owner; and

(ii) for the purpose of clauses 2.2(b)(i), 3.2(b)(i) and 4.2(b)(i) of the Adjoining Property Easement, submit the documentation directly to the Adjoining Owner with a copy to the Principal.

(d) The TSE Contractor must, in carrying out the TSE Contractor's Activities:

(i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of each Adjoining Property Easement or other requirements of each Adjoining Owner;

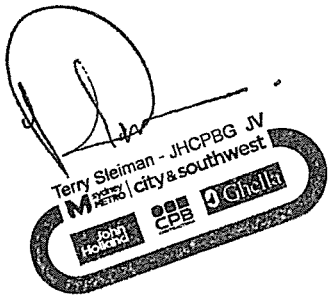
(ii) ensure that no act or omission of the TSE Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to any Adjoining Owner under any Adjoining Property Easement or otherwise at law; and

(iii) otherwise act consistently with the terms of each Adjoining Property Easement.

(e) Nothing in any Adjoining Property Easement or this Schedule D4B limits the Principal's rights or the TSE Contractor's obligations in relation to Construction Completion of any Portion or the rectification of Defects under this deed.

(f) The parties agree that:

(i) the TSE Contractor must indemnify the Principal from and against any claim by any Adjoining Owner or third party or any Liability of the Principal to any Adjoining Owner or third party arising out of or in any way in connection with any Adjoining Property Easement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the TSE Contractor's Activities:



(A) provided that the TSE 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

(B) except to the extent it is limited in this Schedule D4B or any other term of this deed; and

(ii) to the extent that the TSE Contractor is required to indemnify the Principal from and against any Consequential Loss arising from loss of use or access to real or personal property, the TSE Contractor's liability for such Consequential Loss is limited to the extent the TSE Contractor:

(A) recovers its liability for such Consequential Loss under a Principal Insurance Policy; or

(B) is indemnified or entitled to be indemnified for its liability for such Consequential Loss under a TSE Contractor Insurance Policy,

or would have recovered or been indemnified (as applicable) for its liability for such Consequential Loss but for:

(C) the operation of any policy retention, deductible or excess that the TSE Contractor is required to bear under the terms of this deed;

(D) any act or omission of the TSE Contractor or its Associates including any failure by the TSE Contractor to:

(aa) diligently pursue a claim under the relevant policy of insurance;

(bb) comply with the terms of the relevant policy of insurance (including pre-contractual duties of disclosure); or

(cc) comply with its insurance obligations under this deed.

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(g) The Principal will be responsible for any compensation payable to an Adjoining Owner in respect of the acquisition of any Adjoining Property Easement.

(h) Except as otherwise set out in this deed, the TSE Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule D4B; and

(B) any acts or omissions of any Adjoining Owner 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 2(h)(i) of this Schedule D4B; or

(B) any acts or omissions of any Adjoining Owner or its employees, agents, contractors, officers or persons legally entitled and authorised to occupy any part of any Adjoining Property.

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SCHEDULE D4C

Third Party Agreement Baseline

(Clause 10.16)

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SCHEDULE D4C

Third Party Agreement Baseline

(Clause 10.16)

1. The parties acknowledge and agree that:

(a) Subject to clause 10.16 of the deed, Schedule D4 and clauses 1(b) and 1(c) of this Schedule D4C, all Project Works or Temporary Works associated with Third Party Agreements required by this deed are included in the Project Contract Sum;

(b) where it is stated in Items 1.1, 2.1, 2.4, 2.5, 2.6, 4.1, 6.1, 7.1, 7.4 and 8.1 of this Schedule D4C that allowance has been made for an item of work, the TSE Contractor's scope of work in respect of that provision of the Third Party Agreement is limited to the extent stated, and Schedule D4 must be interpreted accordingly;

(c) in all other circumstances where this Schedule D4C states that no allowance or only partial allowance has been made for an item of work, if and to the extent that works are required to be carried out in accordance with Schedule D4 which have not been allowed for or exceed the TSE Contractor's stated allowance, those works shall form part of an item of Provisional Sum Work;

(d) subject to clause 1(e) of this Schedule D4C, an amount of [redacted] has been allowed for the item of Provisional Sum Work described in clause 1(c) of this Schedule D4C;

(e) as identified in the table in this Schedule D4C, the CCT Provisional Sum Works and Red Room Martin Place Works are also items of Provisional Sum Works but are not included in the allowance under clause 1(d) of this Schedule D4C; and

(f) any changes to this Schedule D4C will be treated as a Change and the TSE Contractor will not be required to carry out such works unless and until the Principal's Representative directs a Change in respect of such works under clause 13.2(a) of the deed.

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SCHEDULE D5

Third Party Agreements

(Clauses 1.1, 10.16 and 10.16A)

1. Global Safety Interface Agreement with Sydney Trains dated 28 June 2013
2. Willoughby Council – Sydney Metro City & Southwest Tunnel and Station Excavation Works (TSE) Interface Agreement
3. North Sydney Council – Sydney Metro City & Southwest Tunnel and Station Excavation Works (TSE) Interface Agreement
4. Sydney Metro City & Southwest Tunnels and Station Excavation: Sydney Trains TSE Interface Agreement
5. RMS – Sydney Metro City & Southwest Tunnels and Station Excavation: Works Authorisation Deed
6. Sydney Metro City & Southwest – Cross City Tunnel Interface Deed
7. Sydney Metro City & Southwest – WestConnex Interface Deed
8. Sydney Water – Sydney Metro Program SWC Interface Agreement
9. Sydney Metro City & Southwest TransGrid Interface Agreement
10. Macquarie Bank Limited in respect of 50 Martin Place and 9-19 Elizabeth Street, Sydney
11. IOF Custodian Pty Limited in respect of 105-153 Miller Street, North Sydney and Government Gazette No 52 of 28 April 2017
12. New South Wales Masonic Club in respect of 169-171 Castlereagh Street, Sydney
13. Perpetual Trustee Company Limited as custodian of the Charter Hall Office Trust in respect of 65 Berry Street, North Sydney
14. The Owners – Strata Plan No. 68274 in respect of 248A – 250 Pitt Street, Sydney
15. Loduku Pty Ltd in respect of 473 Pacific Highway, Crows Nest
16. Sydney City Council – Sydney Metro City & Southwest Council Interface Agreement
17. Martin Place Works Agreement
18. 33 Bligh Street Construction Lease

SCHEDULE D5A

Pro-forma Adjoining Property Owner Agreement

(Clauses 1.1, 10.16 and 10.16A)

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SCHEDULE D5B

Pro-forma Adjoining Property Easements

(Clauses 1.1 and 10.17)

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SCHEDULE D6

Not used

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SCHEDULE D7

Adjoining Properties

(Clauses 1.1 and 10.16A)

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SCHEDULE D7
Adjoining Properties

(Clauses 1.1 and 10.16A)

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

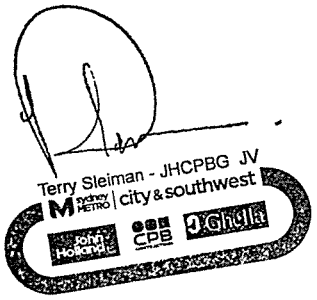
[redacted]

[redacted]

SCHEDULE D7A

Additional Adjoining Properties

(Clauses 1.1, 10.16A and 10.16B)



SCHEDULE D7A
Additional Adjoining Properties

(Clauses 1.1, 10.16A and 10.16B)

[redacted]

SCHEDULE D8

Project Planning Approval

(Clause 1.1)

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NSW GOVERNMENT | Planning & Environment

Critical State Significant Infrastructure

Sydney Metro City & Southwest Chatswood to Sydenham

Conditions of Approval

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Infrastructure approval

Section 115ZB of the *Environmental Planning & Assessment Act 1979*

I grant approval to the carrying out of the Critical State significant infrastructure (CSSI) referred to in Schedule 1, subject to the conditions in Schedule 2.

Minister for Planning

Sydney 9th January 2017

SCHEDULE 1

Application no.:	SSI 15_7400
Proponent:	Transport for NSW
Approval Authority:	Minister for Planning
Land:	Multiple properties and land comprised in Willoughby, Lane Cove, North Sydney, City of Sydney and Inner West Council areas.
Description of Critical State Significant Infrastructure:	Construction and operation of a metro rail line, approximately 16.5 kilometres long (of which approximately 15.5 kilometres is located in underground rail tunnels) between Chatswood and Sydenham, including the construction of a tunnel under Sydney Harbour, links with the existing rail network, seven metro stations, and associated ancillary infrastructure.
Declaration as Critical State Significant Infrastructure	The proposal is Critical State Significant Infrastructure by virtue of clause 5 of Schedule 5 of the *State Environmental Planning Policy (State and Regional Development) 2011* (NSW) and section 115V of the *Environmental Planning and Assessment Act 1979* (NSW).

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TABLE OF CONTENTS

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DEFINITIONS

The definitions below apply to terms used in this approval, unless otherwise stated or the context indicates otherwise.

Table 1: Definitions relevant to all CSSI projects

Term	Definition
Aboriginal object	The same meaning as in the *National Parks and Wildlife Act 1974* (NSW)
Ancillary facility	A facility established for construction of the project which will be decommissioned at the end of construction including an office and amenities compound, construction compound, material crushing and screening plant, materials storage compound, maintenance workshop, testing laboratory and material stockpile area
Annoying activities	As defined by the *Interim Construction Noise Guideline* to include: • use of 'beeper' style reversing or movement alarms, particularly at night-time • use of power saws, such as used for cutting timber, rail lines, masonry, road pavement or steel work • grinding metal, concrete or masonry • rock drilling • line drilling • vibratory rolling • rail tamping and regulating • bitumen milling or profiling • jackhammering, rock hammering or rock breaking • impact piling
CEMP	Construction Environmental Management Plan
Completion of construction	The date on which all construction works and activities described in the EIS as amended by the PIR are completed, all construction related requirements of the Secretary (if any) have been met
Consistency assessment	An assessment of whether a proposed activity for the purpose of the CSSI is consistent with the terms of this approval

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Term	Definition
Construction	Includes all physical work required to construct the CSSI, including demolition, other than the following low impact work: (a) survey works including carrying out general alignment survey, installing survey controls (including installation of global positioning system (GPS)), installing repeater stations, carrying out survey of existing and future utilities and building and road dilapidation surveys; (b) investigations including investigative drilling and excavation; (c) heritage excavation and salvage works, subject to addressing related requirements of this approval, including Conditions E10-E27; (d) treatment of contaminated sites subject to the recommendations of a Site Contamination Report prepared in accordance with Condition E66. (e) establishment of ancillary facilities, except where demolition is required, in approved locations or in locations meeting the criteria identified in Condition A16 and Condition A18 of this approval, including constructing ancillary facility access roads and providing utilities to the facility; (f) operation of ancillary facilities if the ER has determined the operational activities will have minimal impact on the environment and community; (g) minor clearing and relocation of native vegetation, as identified in the EIS as amended by the description in the PIR; (h) installation of mitigation measures including erosion and sediment controls, temporary exclusion fencing for sensitive areas and acoustic treatments; (i) property acquisition adjustment works including installation of property fencing, and relocation and adjustments of utilities to property including water supply and electricity; (j) relocation and connection of utilities where the relocation or connection has a minor impact to the environment as determined by the ER; (k) archaeological testing under the *Code of practice for archaeological investigation of Aboriginal objects in NSW (DECCW, 2010)* or archaeological monitoring undertaken in association with (a)-(j) above to ensure that there is no impact on heritage items; (l) other activities determined by the ER to have minimal environmental impact which may include construction of minor access roads, temporary relocation of pedestrian and cycle paths and the provision of property access; and (m) maintenance of existing buildings and structures required to facilitate the carrying out of the CSSI. However, where heritage items, or threatened species, populations or ecological communities (within the meaning of the EP&A Act) are affected or potentially affected by any low impact work, that work is construction, unless otherwise determined by the Secretary in consultation with OEH or DPI Fisheries (in the case of impact upon fish, aquatic invertebrates or marine vegetation). The low impact work described in this definition becomes construction with the approval of a Construction Environmental Management Plan

Term	Definition
CSSI	The Critical State Significant Infrastructure, as generally described in Schedule 1, the carrying out of which is approved under the terms of this approval
Department	NSW Department of Planning and Environment
DPI	NSW Department of Primary Industries including DPI Agriculture, DPI Biosecurity and Food Safety, DPI Land and Natural Resources, DPI Water and DPI Fisheries
EIS	The *Sydney Metro City and Southwest Chatswood to Sydenham* Environmental Impact Statement dated 3 May 2016 submitted to the Secretary seeking approval to carry out the CSSI and as revised if required by the Secretary under the EP&A Act
EMS	Environmental Management System
EP&A Act	*Environmental Planning and Assessment Act 1979* (NSW)
EPA	NSW Environment Protection Authority
EPL	Environment Protection Licence under the POEO Act
ER	The Environmental Representative for the CSSI
Heritage Division	The Heritage Division of OEH
Heritage item	A place, building, work, relic, archaeological site, tree, movable object or precinct of heritage significance that is listed under one or more of the following registers: the State Heritage Register under the *Heritage Act 1977* (NSW), a heritage item registered under a Local Environmental Plan under the EP&A Act, the World, National or Commonwealth Heritage lists under the *Environment Protection and Biodiversity Conservation Act 1999* (Commonwealth), and an Aboriginal object or Aboriginal place as defined in section 5 of the *National Parks and Wildlife Act 1974* (NSW)
ICNG	*Interim Construction Noise Guideline*
Incident	An occurrence or set of circumstances that causes, or threatens to cause, material harm to the environment, community or any member of the community, being actual or potential harm to the health or safety of human beings or to threatened species, endangered ecological communities or ecosystems that is not trivial *Note: This meaning of "material harm" applies for the purpose of this approval only*
Land	Has the same meaning as in the EP&A Act
Landowner	Has the same meaning as "owner" in the *Local Government Act 1993* and in relation to a building means the owner of the building
Minister	NSW Minister for Planning
Noise Management Level	As derived from the *Interim Construction Noise Guideline*
Non-residential zones	Any other zone than defined as *Residential zone* in this approval
NSW Heritage Council	Heritage Council of NSW
OEH	NSW Office of Environment and Heritage

Term	Definition
OEMP	Operational Environmental Management Plan
Operation	The operation of the CSSI (whether in full or in part) for its intended purpose, excluding the following activities carried out during construction: • commissioning trials of equipment; • temporary use of any part of the CSSI; and • maintenance works *Note: Construction and Operation are not mutually exclusive*
Over Station Development	Includes non-rail related development that may occupy land or airspace above, within or in the immediate vicinity of the CSSI but excluding spaces and interface works such as structural elements may be constructed as part of the CSSI to make provision for future developments
Perceptible level of vibration	The value identified in the Preferred Peak velocity (mm/s) column in Table C1.1 *Criteria for exposure to continuous and impulsive vibration in the Assessing Vibration: A technical guideline* (DEC 2006)
PIR	The *Sydney Metro City and Southwest Chatswood to Sydenham Submissions and Preferred Infrastructure Report* dated October 2016 submitted to the Secretary under the EP&A Act
POEO Act	*Protection of the Environment Operations Act 1997* (NSW)
Proponent	The person or organisation identified as the proponent in Schedule 1 of this approval
Registered Aboriginal Parties	As defined in the *Aboriginal cultural heritage consultation requirements for proponents 2010*
Relevant Council(s)	Any or all as relevant, Willoughby, Lane Cove, North Sydney, City of Sydney or Inner West
Relevant Road Authority	The same meaning as the Roads authorities defined in the *Roads Act 1993*
Relic	The same meaning as in the *Heritage Act 1977* (NSW)
Residential zones	As defined by the relevant Local Environment Plan including Zone R1 General Residential, Zone R2 Low Density Residential, Zone R3 Medium Density Residential, Zone R4 high Density Residential
RMS	NSW Roads and Maritime Services
Secretary	Secretary of the NSW Department of Planning and Environment or nominee, whether nominated before or after the date on which this approval was granted

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Term	Definition
Sensitive receiver	Includes residences, educational institutions (including preschools, schools, universities, TAFE colleges), health care facilities (including nursing homes, hospitals), religious facilities (including churches), child care centres, passive recreation areas (including outdoor grounds used for teaching), active recreation areas (including parks and sports grounds), commercial premises (including film and television studios, research facilities, entertainment spaces, temporary accommodation such as caravan parks and camping grounds, restaurants, office premises, retail spaces and industrial premises), and others as identified by the Secretary
Sensitive periods	Period of time determined in consultation with affected sensitive receiver
SES	NSW State Emergency Services
TBM	Tunnel Boring Machine
TMC	Transport Management Centre of Transport for NSW
Tree	Long lived woody perennial plant greater than (or usually greater than) 3 m in height with one or relatively few main stems or trunks
Unexpected heritage find	A potential heritage item discovered (usually during construction) but not identified in the EIS or PIR, where assessment is required to determine if the item has heritage significance, or is an Aboriginal object. Unexpected heritage finds does not include human remains
Works	All physical activities to construct the CSSI

SUMMARY OF REPORTING REQUIREMENTS

Reports and notifications that must be provided to the Secretary under the terms of this approval are listed in **Table 3.**

Table 3: Reports and Notifications that must be submitted to the Secretary

Condition	Report / Notification	Timing[1]	Purpose
Part A – Administrative			
A7	As Required	As required	As required
A9	Consultation Completed	As required by Condition of Approval	As Required
A12	Staging Report	No later than one month before the commencement of construction (or operation if only staged operation is proposed) of the first of the proposed stages or within another timeframe agreed with the Secretary	Information
A17	Ancillary Facilities Management Plan	One month before installation of the relevant ancillary facilities	Approval

[1] Where a project is staged, all required approvals must be obtained before the commencement of the relevant stage.

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Condition	Report / Notification	Timing[1]	Purpose
A21	Consideration of Alternatives – Victoria Cross	Before construction	Approval
A22	Approval of Environmental Representative	No later than one month before the commencement of works or another timeframe agreed with the Secretary	Approval
A24(f) A24(h)	ER Notified of Incident	As required by Condition of Approval 40	As required
A24(l)	Environmental Representative Report	Within seven days following the end of each month for the duration of works and construction or as otherwise agreed with the Secretary	Information
A25	Approval of Acoustic Advisor	Two months before commencement of works or within another timeframe agreed with the Secretary	Approval
A27(b) A27(f) A26(g)(iii) A26(g)(vi)	Noise and Vibration Reports	Monthly and within seven days following the end of each month for the duration of construction or as otherwise agreed with the Secretary	Information
A29	Compliance Tracking Program	Before commencement of works or within another timeframe agreed with the Secretary	Information
A31	Pre-Construction Compliance Report	No later than one month before commencement of construction or within another timeframe agreed with the Secretary	Information
A34	Construction Compliance Reports	Every 6 months from the date of the commencement of construction or within another timeframe agreed with the Secretary, for the duration of construction	Information
A35	Pre-Operation Compliance Report	No later than one month before commencement of operation or within another timeframe agreed with the Secretary	Information
A37	Environmental Audit Program	No later than one month before commencement of construction or within another timeframe agreed with the Secretary	Information
A40	Environmental Audit Report	Within 6 weeks of completing the audit, or within another timeframe agreed with the Secretary.	Information
A41	Notification of incident	As soon as possible and within 24 hours of any incident	Information
A44	Notification of incident notified to the EPA under the POEO Act	Within 24 hours of notifying the Environment Protection Authority (EPA)	Information
Part B - Communication Information and Reporting			
B3	Community Communication Strategy	No later than three months from the date of this approval or one month before commencement of any work, whichever is the latter	Approval
B8	Complaints Register	On request during on request within the timeframe stated in the request	Information
B11	Nomination of the Community Complaints Commissioner	Within one month of the date of this approval or within another timeframe agreed with the Secretary	Approval

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Condition	Report / Notification	Timing[1]	Purpose
Part C - Construction Environmental Management			
C5	Agency requests for CEMP	Where not included in the CEMP with CEMP submission	Information
C6	CEMP sub-plans	With or subsequent to CEMP submission but no later than one month before commencement of construction	Approval
C7	CEMP	No later than one months before the commencement of construction	Approval
C11	NVBMP – Real Time Data	Department must be provided with access to real time monitoring data	Information
C12	Construction Monitoring Programs	Include information requested by agencies during consultation to the written satisfaction of the Secretary with Construction Monitoring Program	For information as required
C13	Construction Monitoring Programs	At least one month before commencement of construction or within another timeframe agreed with the Secretary	Approval
C16	Construction Monitoring Report	As specified in Construction Monitoring Program	Information
Part D - Operation Environmental Management			
D5	OEMP Sub-plans – Justification for not including Agency Comments	One month before commencement of operation or within another timeframe agreed with the Secretary	Information
D7	OEMP or EMS	No later than one month before commencement of operation or within another timeframe agreed with the Secretary	Information
D9	Ground-borne Noise Specialist	Ground borne noise specialist nominee must be submitted before the review commences	Approval
D9	Ground-borne Noise Review	The review must be submitted at least one month before the installation of track	As required for Information
D11	Approval of Independent Auditor	Within 15 months of the completion of construction, or any other timeframe as agreed with the Secretary, and prior to the Audit	Approval
D11	Operational Performance Audit	Within one month of the completion of the Audit or other timeframe as agreed with the Secretary	Information
D14	Operational Noise and Vibration Report	Within 3 months following the identification of an exceedance of the design objectives	Information
Part E – Key Issues			
Flora and Fauna			
E6	Tree Report	Before the removal, damage and/or pruning of any trees, including those affected by the site establishment works.	Information
E7	Assessment of potential impact to large fig at Blues Point Reserve	Any proposal to prune either canopy or tree roots of large fig tree at eastern end of Blues Point Reserve	Approval

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Condition	Report / Notification	Timing[1]	Purpose
Heritage			
E13	Heritage Archival Recording Report	Within two years of completing the archival recording	Information
E18	Nominate an Excavation Director	Before excavation of archaeological management sites	Information
E20	Relic discovery	At the same time as the Heritage Council of NSW and of consultation outcome with the Heritage Council of NSW	As required
E21	Heritage Interpretation Plan	Before commencement of construction	Information
E27	Exhumation Management Plan	Before commencement of excavation works	Information
Noise and Vibration			
E32	Construction Noise and Vibration Strategy	At least one month before construction commences	Approval
E47	Out of Hours Work Protocol	Before construction commences for work not subject to an EPL	Approval
E53	Blast Management Strategy	One month before blasting commence	Information
E56	Notification of blasting schedule	Fortnightly and in advance of blasting schedule	Information
E62	Independent Property Impact Assessment Panel	Before relevant construction work commencing	Information
E63	Result of settlement monitoring	On request by Secretary	Information
E64 1(f)	Monitoring Results	As part of Compliance Tracking Reports	As Required
Contaminated Sites			
E68	Site Audit Statement and Site Audit Report	No later than one month before commencement of operation	Information
Sustainability			
E72	Sustainability Strategy	Within six months of the date of this approval or within another timeframe agreed with the Secretary	Information
Traffic, Transport and Pedestrian Access			
E76	Safety Audits	On request by Secretary	Information
E81	Construction Traffic Management Framework	No later than one (1) month before the commencement of construction or within any other timeframe agreed with the Secretary	Approval
E84	Investigation of non-road spoil haulage and material delivery	Before commencement and before completion of tunnel spoil generation as relevant	For information as required
E87	Safety audits	Available to the secretary on request	Information

Condition	Report / Notification	Timing[1]	Purpose
Interchange (Station) Access Plans			
E92	Interchange (Station) Access Plans	Before commencement of permanent aboveground facilities at any stations site.	For information as required
Station Design and Precinct Plan			
E101	Station Design and Precinct Plans (SDPP)	Before commencement of permanent aboveground work	Approval

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SCHEDULE 2

PART A

ADMINISTRATIVE CONDITIONS

GENERAL

A1 The CSSI must be constructed generally in accordance with the description of the CSSI in the EIS as amended by the description in the PIR and the terms of this approval.

A2 The CSSI must be carried out in accordance with all procedures, commitments, preventative actions, performance criteria and mitigation measures set out in the EIS as amended by the PIR unless otherwise specified in, or required under, this approval.

A3 In the event of an inconsistency between the EIS as amended by the description in Chapters 2, 3 and 9 of the PIR, or any other document required under this approval, and a term of this approval, the term of this approval prevails to the extent of the inconsistency. For the purpose of this condition, there will be an inconsistency between a term of this approval and any document if it is not possible to comply with both the term and the document.

A4 Except to the extent described in the EIS or PIR, any over station development, including associated future uses, does not form part of this CSSI and will be subject to the relevant assessment pathway prescribed by the EP&A Act.

A5 The Proponent must comply with all requirements of the Secretary in relation to:

(a) the environmental performance of the CSSI;
(b) any document or correspondence;
(c) any notification given to the Secretary under the terms of this approval;
(d) any audit of the construction or operation of the CSSI;
(e) compliance with the terms of this approval (including anything required to be done under this approval); and
(f) the carrying out of any additional monitoring or mitigation measures.

A6 In the event that there are differing interpretations of the terms of this approval, including in relation to a condition of this approval, the Secretary's interpretation is final.

A7 Where the terms of approval provide the Secretary the discretion to alter the requirements of the approval, the Proponent must provide supporting evidence so that the Secretary can consider the need, environmental impacts and consistency of the alteration.

Note: Inaction and/or expedience will not be supported as justifications for need unless it can be demonstrated that there is beneficial environmental impacts for the project and the affected environment.

A8 Without limitation, all strategies, plans, programs, reviews, audits, report recommendations, protocols and the like required by the terms of this approval must be implemented by the Proponent and in accordance with all requirements issued by the Secretary from time to time in respect of them.

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A9 Where the terms of this approval require consultation with identified parties, details of the consultation undertaken, matters raised by the parties, and how the matters were considered must accompany the strategies, plans, programs, reviews, audits, protocols and the like submitted to the Secretary.

A10 This approval lapses five (5) years after the date on which it is granted, unless works for the purpose of the CSSI are physically commenced on or before that date.

A11 The Proponent is responsible for any breaches of the conditions of this approval resulting from the actions of all persons that it invites onto any site, including contractors, sub-contractors and visitors.

STAGING

A12 The CSSI may be constructed and operated in stages. Where staged construction or operation is proposed, a **Staging Report** (for either or both construction and operation as the case requires) must be prepared and submitted to the Secretary for information. The **Staging Report** must be submitted to the Secretary no later than one month before the commencement of construction of the first of the proposed stages of construction (or if only staged operation is proposed, one month before the commencement of operation of the first of the proposed stages of operation), or within another timeframe agreed with the Secretary.

A13 The **Staging Report** must:

(a) if staged construction is proposed, set out how the construction of the whole of the CSSI will be staged, including general details of work and other activities to be carried out in each stage and the general timing of when construction of each stage will commence;
(b) if staged operation is proposed, set out how the operation of the whole of the CSSI will be staged, including general details of work and other activities to be carried out in each stage and the general timing of when operation of each stage will commence;
(c) specify the relevant conditions of approval that apply to each stage and how compliance with those conditions will be achieved across and between each of the stages of the CSSI; and
(d) set out mechanisms for managing any cumulative impacts arising from the proposed staging.

A14 The CSSI must be staged in accordance with the **Staging Report,** as submitted to the Secretary.

A15 Where staging is proposed, the terms of this approval that apply or are relevant to the works or activities to be carried out in a specific stage must be complied with at the relevant time for that stage.

ANCILLARY FACILITIES

A16 Ancillary facilities that are not identified by description and location in the EIS as amended by the PIR must meet the following criteria, unless otherwise approved by the Secretary:

(a) the facility is development of a type that would, if it were not for the purpose of the CSSI, otherwise be exempt or complying development; or
(b) the facility is located as follows:
  i. at least 50 metres from any waterway unless an erosion and sediment control plan is prepared and implemented so as not to adversely affect water quality in the waterway in accordance with Managing Urban Stormwater series;
  ii. within or adjacent to land upon which the CSSI is being carried out unless it can be demonstrated that performance criteria established in this approval can be met and that there will be a reduction in impact at other sites and a reduction in the construction program;

iii. with ready access to a road network;
iv. to prevent heavy vehicles travelling on local streets or through residential areas in order to access the facility, except as identified in the EIS and amended by the PIR;
v. on level land;
vi. so as to be in accordance with the *Interim Construction Noise Guideline* (DECC 2009) or as otherwise agreed in writing with affected landowners and occupiers;
vii. so as not to require vegetation clearing beyond the extent of clearing approved under other terms of this approval except as approved by the ER as minor clearing;
viii. so as not to have any impact on heritage items (including areas of archaeological sensitivity) beyond the impacts identified, assessed and approved under other terms of this approval;
ix. so as not to unreasonably interfere with lawful uses of adjacent properties that are being carried out at the date upon which construction or establishment of the facility is to commence;
x. to enable operation of the ancillary facility during flood events and to avoid or minimise, to the greatest extent practicable, adverse flood impacts on the surrounding environment and other properties and infrastructure; and
xi. so as to have sufficient area for the storage of raw materials to minimise, to the greatest extent practicable, the number of deliveries required outside standard construction hours.

A17 Before establishment of any ancillary facility that satisfies the criteria in Condition A16, the Proponent must prepare an **Ancillary Facilities Management Plan** which outlines the environmental management practices and procedures to be implemented for the establishment and operation of the ancillary facility. The **Ancillary Facilities Management Plan** must be prepared in consultation with the EPA and the relevant council(s) and submitted to the Secretary for approval one month before installation of the relevant ancillary facilities. The **Ancillary Facilities Management Plan** must detail the management of the ancillary facilities and include:

(a) a description of activities to be undertaken during construction (including scheduling of construction);
(b) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken before the commencement of construction of the CSSI; and
(c) details of how the activities described in subsection (a) of this condition will be carried out to:
   i. meet the performance outcomes stated in the EIS as amended by the PIR; and
   ii. manage the risks identified in the risk analysis undertaken in subsection (b) of this condition.

A18 Minor ancillary facilities comprising lunch sheds, office sheds, and portable toilet facilities, that are not identified in the EIS as amended by the PIR and which do not satisfy the criteria set out in Condition A16 of this approval must satisfy the following criteria:

(a) have no greater environmental and amenity impacts than those that can be managed through the implementation of environmental measures detailed in the CEMP required under Condition C1 of this approval; and
(b) have been assessed by the ER to have:
   i. minimal amenity impacts to surrounding residences and businesses, after consideration of matters such as compliance with the *Interim Construction Noise Guideline* (DECC 2009), traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts;
   ii. minimal environmental impact with respect to waste management and flooding; and
   iii. no impacts on biodiversity, soil and water and heritage items beyond those already approved under other terms of this approval.

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A19 Boundary fencing that incorporates screening must be erected around all ancillary facilities that are adjacent to sensitive receivers for the duration of construction unless otherwise agreed with Relevant Council(s), and affected residents, business operators or landowners.

A20 Boundary screening required under Condition A19 of this approval must minimise visual, noise and air quality impacts on adjacent sensitive receivers.

A21 The Proponent must undertake a further detailed analysis of alternative locations for construction of a services building to support Victoria Cross Station. The analysis must include a rigorous options assessment which considers constructability, property impacts, operational efficiency and comparative impacts, including construction and operational noise impacts in consultation with the Acoustics Advisor required by Condition A25. The analysis must be submitted to the Secretary and where the analysis identifies a better alternative to the Victoria Cross North site identified in the EIS, the Proponent must submit the recommendation to the Secretary for approval before commencement of construction at the Victoria Cross North construction site.

ENVIRONMENT REPRESENTATIVE

A22 A suitably qualified and experienced Environmental Representative (ER) who is independent of the design and construction personnel must be nominated by the Proponent, approved by the Secretary and engaged for the duration of construction of the CSSI. Additional ERs may be engaged for the purpose of this condition in which case the obligations to be carried out by an ER under the terms of this approval may be satisfied by any ER that is approved by the Secretary. The details of nominated ER(s) must be submitted to the Secretary for approval no later than one month before the commencement of works, or within another timeframe agreed with the Secretary.

A23 Works must not commence until an ER nominated under Condition A22 of this approval in respect of such works has been approved by the Secretary.

A24 From commencement of construction until completion of construction, the approved ER must:

(a) receive and respond to communications from the Secretary in relation to the environmental performance of the CSSI;
(b) consider and inform the Secretary on matters specified in the terms of this approval;
(c) consider and recommend any improvements that may be made to work practices to avoid or minimise adverse impact to the environment and to the community;
(d) review all documents required to be prepared under the terms of this approval, ensure they address any requirements in or under this approval and if so, endorse them before submission to the Secretary (if required to be submitted to the Secretary) or before implementation (if not required to be submitted to the Secretary);
(e) regularly monitor the implementation of all documents required by the terms of this approval for implementation in accordance with what is stated in the document and the terms of this approval;
(f) notify the Secretary of an incident in accordance with Condition A41 of this approval;
(g) as may be requested by the Secretary, help plan, attend or undertake Department audits of the CSSI, briefings, and site visits;
(h) if conflict arises between the Proponent and the community in relation to the environmental performance of the CSSI, follow the procedure in the **Community Communication Strategy** approved under Condition B3 of this approval to attempt to resolve the conflict, and if it cannot be resolved, notify the Secretary;
(i) review any draft consistency assessment that may be carried out by the Proponent, and provide advice on any additional mitigation measures required to minimise the impact of the work;
(j) consider any minor amendments to be made to the **CEMP**, **CEMP sub-plans** and monitoring programs that comprise updating or are of an administrative nature, and are consistent with

the terms of this approval and the **CEMP**, **CEMP sub-plans** and monitoring programs approved by the Secretary and, if satisfied such amendment is necessary, approve the amendment. This does not include any modifications to the terms of this approval;

(k) assess the impacts of minor ancillary facilities as required by Condition A18 of this approval; and

(l) prepare and submit to the Secretary and other relevant regulatory agencies, for information, a monthly **Environmental Representative Report** detailing the ER's actions and decisions on matters for which the ER was responsible in the preceding month (or other timeframe agreed with the Secretary). The **Environmental Representative Report** must be submitted within seven (7) days following the end of each month for the duration of works and construction of the CSSI, or as otherwise agreed with the Secretary.

ACOUSTICS ADVISOR

A25 A suitably qualified and experienced Acoustics Advisor (AA), who is independent of the design and construction personnel, must be nominated by the Proponent and engaged for the duration of construction and for no less than six (6) months following operation of the CSSI.

The details of the nominated AA must be submitted to the Secretary for approval no later than one (1) month before commencement of works, or within another timeframe as agreed with the Secretary.

The Proponent must cooperate with the AA by:

(a) providing access to noise and vibration monitoring activities as they take place;
(b) providing for review of noise and vibration plans, assessments, monitoring reports, data and analyses undertaken; and
(c) considering any recommendations to improve practices and demonstrating, to the satisfaction of the AA, why any recommendation is not adopted.

A26 Any activities generating noise and vibration in excess of the Noise Management Level derived from the *Interim Construction Noise Guideline* must not commence until an AA, nominated under Condition A25 of this approval, has been approved by the Secretary.

A27 The approved AA must:

(a) receive and respond to communication from the Secretary in relation to the performance of the CSSI in relation to noise and vibration;
(b) consider and inform the Secretary on matters specified in the terms of this approval relating to noise and vibration;
(c) consider and recommend, to the Proponent, improvements that may be made to work practices to avoid or minimise adverse noise and vibration impacts;
(d) review all noise and vibration documents required to be prepared under the terms of this approval and, should they be consistent with the terms of this approval, endorse them before submission to the Secretary (if required to be submitted to the Secretary) or before implementation (if not required to be submitted to the Secretary);
(e) regularly monitor the implementation of all noise and vibration documents required to be prepared under the terms of this approval to ensure implementation is in accordance with what is stated in the document and the terms of this approval;
(f) notify the Secretary of noise and vibration incidents in accordance with Condition A41 of this approval;
(g) in conjunction with the ER, the AA must:
    i. consider requests for out of hours construction activities and determine whether to endorse the proposed activities in accordance with Condition E47;

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ii. as may be requested by the Secretary or Complaints Commissioner, help plan, attend or undertake audits of noise and vibration management of the CSSI including briefings, and site visits;

iii. if conflict arises between the Proponent and the community in relation to the noise and vibration performance during construction of the CSSI, follow the procedure in the Community Communication Strategy approved under Condition B3 of this approval to attempt to resolve the conflict, and if it cannot be resolved, notify the Secretary;

iv. consider relevant minor amendments made to the CEMP, relevant sub-plans and noise and vibration monitoring programs that require updating or are of an administrative nature, and are consistent with the terms of this approval and the management plans and monitoring programs approved by the Secretary and, if satisfied such amendment is necessary, endorse the amendment. This does not include any modifications to the terms of this approval;

v. assess the noise impacts of minor ancillary facilities as required by Condition A18 of this approval; and

vi. prepare and submit to the Secretary and other relevant regulatory agencies, for information, a monthly Noise and Vibration Report detailing the AAs actions and decisions on matters for which the AA was responsible in the preceding month (or other timeframe agreed with the Secretary). The Noise and Vibration Report must be submitted within seven (7) days following the end of each month for the duration of construction of the CSSI, or as otherwise agreed with the Secretary.

COMPLIANCE TRACKING PROGRAM

A28 A **Compliance Tracking Program** to monitor compliance with the terms of this approval must be prepared, taking into consideration any staging of the CSSI that is proposed in a **Staging Report** submitted in accordance with Condition A12 and Condition A13 of this approval.

A29 The **Compliance Tracking Program** must be endorsed by the ER then submitted to the Secretary for information before the commencement of works or within another timeframe agreed with the Secretary.

A30 The **Compliance Tracking Program** in the form required under Condition A28 of this approval must be implemented for the duration of construction and for a minimum of one (1) year following commencement of operation, or for a longer period as determined by the Secretary based on the outcomes of independent environmental audits, **Environmental Representative Reports** and regular compliance reviews submitted through **Compliance Reports**. If staged operation is proposed, or operation is commenced of part of the CSSI, the **Compliance Tracking Program** must be implemented for the relevant period for each stage or part of the CSSI.

CONSTRUCTION COMPLIANCE REPORTING

A31 A **Pre-Construction Compliance Report** must be prepared and submitted to the Secretary for information no later than one month before the commencement of construction or within another timeframe agreed with the Secretary.

A32 The **Pre-Construction Compliance Report** must include:

(a) details of how the terms of this approval that must be addressed before the commencement of construction have been complied with; and
(b) the commencement date for construction.

A33 Construction must not commence until the **Pre-Construction Compliance Report** has been submitted to the Secretary.

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A34 **Construction Compliance Reports** must be prepared and submitted to the Secretary for information every six (6) months from the date of the commencement of construction or within another timeframe agreed with the Secretary, for the duration of construction. The **Construction Compliance Reports** must include:

(a) a results summary and analysis of environmental monitoring;
(b) the number of any complaints received, including a summary of main areas of complaint, action taken, response given and proposed strategies for reducing the recurrence of such complaints;
(c) details of any review of, and minor amendments made to, the **CEMP** as a result of construction carried out during the reporting period;
(d) a register of any consistency assessments undertaken and their status;
(e) results of any independent environmental audits and details of any actions taken in response to the recommendations of an audit;
(f) a summary of all incidents notified in accordance with Condition A41 and Condition A44 of this approval; and
(g) any other matter relating to compliance with the terms of this approval or as requested by the Secretary.

PRE-OPERATION COMPLIANCE REPORT

A35 A **Pre-Operation Compliance Report** must be prepared and submitted to the Secretary for information no later than one month before the commencement of operation or within another timeframe agreed with the Secretary. The **Pre-Operation Compliance Report** must include:

(a) details of how the terms of this approval that must be addressed before the commencement of operation have been complied with; and
(b) the commencement date for operation.

A36 Operation of the CSSI must not commence until the **Pre-Operation Compliance Report** has been submitted for information to the Secretary.

AUDITING

A37 An **Environmental Audit Program** for independent annual environmental auditing against the terms of this approval must be prepared in accordance with *AS/NZS ISO 19011:2014 - Guidelines for Auditing Management Systems* and submitted to the Secretary for information no later than one month before the commencement of construction or within another timeframe agreed with the Secretary.

A38 The **Environmental Audit Program**, as submitted to the Secretary, must be implemented for the duration of construction and operation.

A39 All independent environmental audits of the CSSI conducted under Conditions A35 and A36 must be conducted by a suitably qualified, experienced and independent team of experts in auditing and be documented in an **Environmental Audit Report** which:

(a) assesses the environmental performance of the CSSI, and its effects on the surrounding environment;
(b) assesses whether the project is complying with the terms of this approval;
(c) reviews the adequacy of any document required under this approval; and
(d) recommends measures or actions to improve the environmental performance of the CSSI, and improvements to any document required under this approval.

A40 The Proponent must submit a copy of the **Environmental Audit Report** to the Secretary with a response to any recommendations contained in the audit report within six (6) weeks of completing the audit, or within another timeframe agreed with the Secretary.

INCIDENT NOTIFICATION

A41 The Secretary must be notified as soon as possible and in any event within 24 hours of any incident.

A42 Notification of an incident under Condition A41 of this approval must include the time and date of the incident, details of the incident and must identify any non-compliance with this approval.

A43 Any requirements of the Secretary or Relevant Public Authority (as determined by the Secretary) to address the cause or impact of an incident reported in accordance with Condition A41 of this approval, must be met within the timeframe determined by the Secretary or relevant public authority.

A44 If statutory notification is given to the EPA as required under the POEO Act in relation to the CSSI, such notification must also be provided to the Secretary for information within 24 hours after the notification was given to the EPA.

PART B

COMMUNITY INFORMATION AND REPORTING

COMMUNITY INFORMATION, CONSULTATION AND INVOLVEMENT

B1 A **Community Communication Strategy** must be prepared to facilitate communication between the Proponent, and the community (including Relevant Councils, adjoining affected landowners and businesses, and others directly impacted by the CSSI), during the design and construction of the CSSI and for a minimum of 12 months following the completion of construction of the CSSI.

B2 The **Community Communication Strategy** must:

(a) identify people or organisations to be consulted during the design and construction phases;
(b) set out procedures and mechanisms for the regular distribution of accessible information about or relevant to the CSSI;
(c) identify opportunities to provide accessible information regarding regularly updated site construction activities, schedules and milestones at each construction site including use of construction hoardings to provide information regarding construction, specific to the location;
(d) identify opportunities for the community to visit construction sites (taking into consideration workplace, health and safety requirements);
(e) involve construction personnel from each construction site in engaging with the local community;
(f) provide for the formation of issue or location-based community forums that focus on key environmental management issues of concern to the relevant community(ies) for the CSSI;
(g) set out procedures and mechanisms:
    i. through which the community can discuss or provide feedback to the Proponent;
    ii. through which the Proponent will respond to enquiries or feedback from the community; and
    iii. to resolve any issues and mediate any disputes that may arise in relation to environmental management and delivery of the CSSI.

B3 The **Community Communication Strategy** must be submitted to the Secretary for approval no later than three months from the date of this approval or one (1) month before commencement of any work, whichever is the latter.

B4 Work for the purposes of the CSSI must not commence until the **Community Communication Strategy** has been approved by the Secretary, or within another timeframe agreed with the Secretary.

B5 The **Community Communication Strategy**, as approved by the Secretary, must be implemented for the duration of the works and for 12 months following the completion of construction.

COMPLAINTS MANAGEMENT SYSTEM

B6 A **Complaints Management System** must be prepared before the commencement of any works in respect of the CSSI and be implemented and maintained for the duration of works and for a minimum for 12 months following completion of construction of the CSSI.

B7 The **Complaints Management System** must include a **Complaints Register** to be maintained recording information on all complaints received about the CSSI during the carrying out of any works associated with the CSSI and for a minimum of 12 months following the completion of construction. The **Complaints Register** must record the:

(a) number of complaints received;
(b) number of people affected in relation to a complaint; and
(c) nature of the complaint and means by which the complaint was addressed and whether resolution was reached, with or without mediation.

B8 The **Complaints Register** must be provided to the Secretary upon request, within the timeframe stated in the request.

B9 The following facilities must be available within one (1) month from the date of this approval and for 12 months following the completion of construction and appropriately broadcast to collect community enquiries and complaints:

(a) a 24 hour telephone number for the registration of complaints and enquiries about the CSSI;
(b) a postal address to which written complaints and enquires may be sent;
(c) an email address to which electronic complaints and enquiries may be transmitted; and
(d) place-based community manager for each of the station locations available to meet with community members on request.

B10 The telephone number, postal address and email address required under Condition B9 of this approval must be published in a newspaper circulating in the local area and on site hoarding at each construction site before commencement of construction and published in the same way again before commencement of operation. This information must also be provided on the website required under Condition B15 of this approval.

B11 A **Community Complaints Commissioner** that is independent of the design and construction personnel must be nominated by the Proponent, approved by the Secretary and engaged during all works associated with the CSSI. The nominated **Community Complaints Commissioner** must be submitted to the Secretary for approval within one month of the date of this approval or within another timeframe agreed with the Secretary.

B12 The role of the **Community Complaints Commissioner** is to follow up on any complaint where a member of the public is not satisfied by the Proponent's response. Any member of the public that has lodged a complaint which is registered in the Complaints Management System identified in Condition B6 may ask the Community Complaints Commissioner to review the Proponent's response. The application must be submitted in writing and the Community Complaints Commissioner must respond within 28 days of the request being made or other specified timeframe agreed between the Complaints Commissioner and the member of the public.

B13 The **Community Complaints Commissioner** will:

(a) review the Proponent's unresolved disputes between the project and members of the public if the procedures and mechanisms under Condition B2(g)(iii) do not satisfactorily address complaints; and
(b) make recommendations to the Proponent to satisfactorily address complaints, resolve disputes or mitigate against the occurrence of future complaints or disputes.

B14 The **Community Complaints Commissioner** will not act before the Proponent has provided an initial response to a complaint and will not consider issues such as property acquisition where other dispute processes are provided for in this approval, or clear government policy and resolution processes are available, or matters which are not within the scope of the CSSI.

PROVISION OF ELECTRONIC INFORMATION

B15 A website providing information in relation to the CSSI must be established before commencement of works and maintained for the duration of construction, and for a minimum of 12 months following the completion of construction or other timeframe as agreed with the Secretary. The following up-to-date information (excluding confidential, private and commercial information) must be published prior to the relative works commencing and maintained on the website or dedicated pages:

(a) information on the current implementation status of the CSSI;
(b) a copy of the documents listed in Condition A1 and Condition A2 of this approval, and any documentation relating to any modifications made to the CSSI or the terms of this approval;
(c) a copy of this approval in its original form, a current consolidated copy of this approval (that is, including any approved modifications to its terms), and copies of any approval granted by the Minister to a modification of the terms of this approval;
(d) a copy of any Environment Protection Licence required and obtained in relation to the CSSI; and
(e) a current copy of each document required under the terms of this approval and any endorsements, approvals or requirements from the ER and Secretary, all of which must be published before the commencement of any works to which they relate or before their implementation as the case may be.

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PART C

CONSTRUCTION ENVIRONMENTAL MANAGEMENT

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

C1 A **Construction Environmental Management Plan** (**CEMP**) must be prepared in accordance with the Construction Environmental Management Framework (CEMF) included in the PIR and the Department's *Guideline for the Preparation of Environmental Management Plans* to detail how the performance outcomes, commitments and mitigation measures specified in Chapter 11 of the PIR will be implemented and achieved during construction.

C2 The **CEMP** must provide:

(a) a description of activities to be undertaken during construction (including the scheduling of construction);
(b) details of environmental policies, guidelines and principles to be followed in the construction of the CSSI;
(c) a schedule for compliance auditing;
(d) a program for ongoing analysis of the key environmental risks arising from the activities described in subsection (a) of this condition, including an initial risk assessment undertaken before the commencement of construction of the CSSI;
(e) details of how the activities described in subsection (a) of this condition will be carried out to:
  i. meet the performance outcomes stated in the EIS as amended by the PIR; and
  ii. manage the risks identified in the risk analysis undertaken in subsection (d) of this condition;
(f) an inspection program detailing the activities to be inspected and frequency of inspections;
(g) a protocol for managing and reporting any:
  i. incidents; and
  ii. non-compliances with this approval and with statutory requirements;
(h) procedures for rectifying any non-compliance with this approval identified during compliance auditing, incident management or at any time during construction;
(i) a list of all the **CEMP sub-plans** required in respect of construction, as set out in Condition C3. Where staged construction of the CSSI is proposed, the **CEMP** must also identify which **CEMP sub-plan** applies to each of the proposed stages of construction;
(j) a description of the roles and environmental responsibilities for relevant employees and their relationship with the ER;
(k) for training and induction for employees, including contractors and sub-contractors, in relation to environmental and compliance obligations under the terms of this approval;
(l) for periodic review and update of the **CEMP** and all associated plans and programs.

C3 The following **CEMP sub-plans** must be prepared in consultation with the relevant government agencies identified for each **CEMP sub-plan** and be consistent with the **CEMF** and **CEMP** referred to in Condition C1. The Construction Traffic Management Plan must also be prepared in accordance with the **Construction Traffic Management Framework** as required by Condition E81.

	Required CEMP sub-plan	Relevant government agencies to be consulted for each CEMP sub-plan
(a)	Noise and vibration	Relevant Council(s)
(b)	Biodiversity	OEH and Relevant Council(s)
(c)	Air quality	N/A

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	Required CEMP sub-plan	Relevant government agencies to be consulted for each CEMP sub-plan
(d)	Soil and Water	DPI Water, Relevant Council(s), OEH, SES, NSW Fire and Rescue
(e)	Groundwater	DPI Water
(f)	Blasting	N/A
(g)	Heritage	Heritage Council (or its delegate) and Relevant Council(s)
(h)	Construction Traffic	Relevant Road Authorities, RMS, Sydney Coordination Office

C4 The **CEMP sub-plans** must state how:

(a) the environmental performance outcomes identified in the EIS as amended by the PIR as modified by these conditions will be achieved;
(b) the mitigation measures identified in the EIS as amended by the PIR as modified by these conditions will be implemented;
(c) the relevant terms of this approval will be complied with; and
(d) issues requiring management during construction, as identified through ongoing environmental risk analysis, will be managed.

C5 The **CEMP sub-plans** must be developed in consultation with relevant government agencies. Where an agency(ies) request(s) is not included, the Proponent must provide the Secretary justification as to why. Details of all information requested by an agency to be included in a **CEMP sub-plan** as a result of consultation and copies of all correspondence from those agencies, must be provided with the relevant **CEMP sub-plan**.

C6 Any of the **CEMP sub-plans** may be submitted to the Secretary along with, or subsequent to, the submission of the **CEMP** but in any event, no later than one (1) month before commencement of construction.

C7 The **CEMP** must be endorsed by the ER and then submitted to the Secretary for approval no later than one (1) month before the commencement of construction or within another timeframe agreed with the Secretary.

C8 Construction must not commence until the **CEMP** and all **CEMP sub-plans** have been approved by the Secretary. The **CEMP** and **CEMP sub-plans**, as approved by the Secretary, including any minor amendments approved by the ER, must be implemented for the duration of construction. Where the CSSI is being staged, construction of that stage is not to commence until the relevant CEMP and sub-plans have been approved by the Secretary.

CONSTRUCTION MONITORING PROGRAMS

C9 The following **Construction Monitoring Programs** must be prepared in consultation with the relevant government agencies identified for each **Construction Monitoring Program** to compare actual performance of construction of the CSSI against predicted performance.

	Required Construction Monitoring Programs	Relevant government agencies to be consulted for each Construction Monitoring Program
(a)	Noise and Vibration	EPA and Relevant Council(s)
(b)	Blasting	EPA and Relevant Council(s)
(c)	Water Quality	EPA and Relevant Council(s)
(d)	Groundwater	DPI Water

C10 Each **Construction Monitoring Program** must provide:

(a) details of baseline data available;
(b) details of baseline data to be obtained and when;
(c) details of all monitoring of the project to be undertaken;
(d) the parameters of the project to be monitored;
(e) the frequency of monitoring to be undertaken;
(f) the location of monitoring;
(g) the reporting of monitoring results;
(h) procedures to identify and implement additional mitigation measures where results of monitoring are unsatisfactory; and
(i) any consultation to be undertaken in relation to the monitoring programs.

C11 The **Noise and Vibration and Blast Monitoring Plan** must include provision of real time noise and vibration monitoring data. The real time data must be available to the construction team, Proponent, ER and AA. The Department and EPA must be provided with access to the real time monitoring data.

C12 The **Construction Monitoring Programs** must be developed in consultation with relevant government agencies as identified in Condition C9 of this approval and must include, to the written satisfaction of the Secretary, information requested by an agency to be included in a **Construction Monitoring Programs** during such consultation. Details of all information requested by an agency including copies of all correspondence from those agencies, must be provided with the relevant **Construction Monitoring Program**.

C13 The **Construction Monitoring Programs** must be endorsed by the ER and then submitted to the Secretary for approval at least one (1) month before commencement of construction or within another timeframe agreed with the Secretary.

C14 Construction must not commence until the Secretary has approved all of the required **Construction Monitoring Programs**, and all relevant baseline data for the specific construction activity has been collected.

C15 The **Construction Monitoring Programs**, as approved by the Secretary including any minor amendments approved by the ER, must be implemented for the duration of construction and for any longer period set out in the monitoring program or specified by the Secretary, whichever is the greater.

C16 The results of the **Construction Monitoring Programs** must be submitted to the Secretary for information, and relevant regulatory agencies, for information in the form of a **Construction Monitoring Report** at the frequency identified in the relevant **Construction Monitoring Program**.

C17 Where a relevant **CEMP sub-plan** exists, the relevant **Construction Monitoring Program** may be incorporated into that **CEMP sub-plan.**

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PART D

OPERATIONAL ENVIRONMENTAL MANAGEMENT

OPERATIONAL ENVIRONMENTAL MANAGEMENT

D1 An **Operational Management Plan (OEMP)** must be prepared in accordance with the Department's *Guideline for the Preparation of Environmental Management Plans* to detail how the performance outcomes, commitments and mitigation measures made and identified in the EIS as amended by the PIR as modified by these conditions will be implemented and achieved during operation. This condition does not apply if Condition D2 of this approval applies.

D2 An **OEMP** is not required for the CSSI if the Proponent has an **Environmental Management System** (**EMS**) or equivalent as agreed with the Secretary, and can demonstrate, to the written satisfaction of the Secretary, that through the **EMS**:

(a) the performance outcomes, commitments and mitigation measures, made and identified in the EIS as modified by the PIR and these conditions, and requirements specified in the conditions of this approval can be achieved;
(b) issues identified through ongoing risk analysis can be managed; and
(c) procedures are in place for rectifying any non-compliance with this approval identified during compliance auditing, incident management or any other time during operation.

D3 Where an **OEMP** is required, the Proponent must include the following **OEMP sub-plans** in the **OEMP**:

	Required OEMP sub-plan	Relevant government agencies to be consulted for each OEMP sub-plan
(a)	Noise and vibration	EPA
(b)	Groundwater Management	EPA and DPI Water
(c)	Traffic and Transport	Sydney Coordination Office, Relevant Road Authority and non-private transport operators
(d)	Flooding and hydrology (including emergency response planning)	Directly affected landowners, OEH, DPI Water, SES and Relevant Council(s)

D4 Each of the **OEMP sub-plans** must include the requirements set out in Condition D2 (a), (b) and (c).

D5 The **OEMP sub-plans** must be developed in consultation with relevant government agencies as identified in Condition D3. Where an agency(ies) request(s) is not included in an **OEMP sub-plan,** the Proponent must provide the Secretary justification as to why. Details of all information requested by an agency to be included in an **OEMP sub-plan** as a result of consultation, including copies of all correspondence from those agencies, must be provided with the relevant **OEMP sub-plan**.

D6 The **OEMP sub-plans** must be submitted to the Secretary as part of the **OEMP**.

D7 The **OEMP** or **EMS** or equivalent as agreed with the Secretary, must be submitted to the Secretary for information no later than one (1) month before the commencement of operation unless another timeframe is agreed with the Secretary.

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D8 The **OEMP** or **EMS** or equivalent as agreed with the Secretary, as submitted to the Secretary and amended from time to time, must be implemented for the duration of operation and the **OEMP** or **EMS** must be made publicly available before the commencement of operation.

OPERATIONAL PERFORMANCE

Track Attenuation and Operational Ground-borne Noise Review

D9 The Proponent must nominate, for the Secretary's approval, a ground-borne noise specialist who is independent of the design and construction personnel, to review:

(a) the appropriateness of the proposed design (noise) objectives for ground-borne noise sensitive receivers; and
(b) predictions for operational ground-borne noise impacts, before the installation of track, in order to confirm the appropriate track attenuation required to meet the design (noise) objectives identified in (a).

The ground borne noise specialist must be submitted for the Secretary's approval before the review commences and the review must be submitted to the Secretary at least one month before the installation of track.

Urban Design and Landscaping

D10 The ongoing maintenance and operation costs of urban design and landscaping items and works implemented as part of this approval must remain the Proponent's responsibility until satisfactory arrangements have been put in place for the transfer of the asset to the relevant entity. Before the transfer of assets, the Proponent will maintain items and works to the design standards established in the **Station Design and Precinct Plan** required by Condition E101.

Operational Performance Audit

D11 Within 15 months of the completion of construction, or any other timeframe as agreed with the Secretary, the Proponent must commission an independent, qualified person or team to undertake an Operational Performance Audit of the CSSI. The independent person or team must be approved by the Secretary before commencement of the Audit. The Operational Performance Audit Report must be submitted to the Secretary within one month of the completion of the Audit or other timeframe agreed with the Secretary. The Audit must:

(a) assess compliance with the requirement of this approval;
(b) assess the environmental performance of the CSSI against the predictions made and conclusions drawn in the EIS as amended by the PIR; and
(c) review the effectiveness of the environmental management of the CSSI, including any environmental impact mitigation.

OPERATIONAL MONITORING

Traffic

D12 Traffic on local roads around each station must be monitored 12 months before the CSSI commences operation and for a period of no less than 12 months after commencement of operation. If monitoring indicates unacceptable traffic intrusion on local roads/streets as a result of operation of the CSSI beyond those that could reasonably be predicted in the EIS and/or Interchange Access Plan(s) in Condition E92, appropriate traffic management measures to mitigate the monitored impacts must be implemented following consultation with the Sydney Coordination Office and Relevant Road Authorities.

Noise and Vibration

D13 The Proponent must prepare an **Operational Noise and Vibration Monitoring Program** to confirm that the operational noise and vibration levels meet the CSSI proposed design objectives as determined in the **Track Attenuation and Operational Ground-borne Noise Review** in Condition D9 following the commencement of operations.

D14 Should the operational noise and vibration levels exceed the CSSI design objectives, the Proponent is to prepare a report, outlining actions that will be taken so that the CSSI meets the design objectives in the future. The report is to be prepared within three (3) months following the identification of the exceedance and be forwarded to the Secretary for information. All recommendations in the report must be implemented within three (3) months of the date of the report or as agreed with the Secretary.

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PART E

KEY ISSUE CONDITIONS

SUBURBAN AND INTER-URBAN RAIL

E1 The Proponent must manage operational and asset interface risks to ensure the successful operational integration of the CSSI and the heavy railway network and the protection of physical and operational Sydney Trains' assets and services during construction and operation.

UTILITIES AND SERVICES

E2 Utilities, services and other infrastructure potentially affected by construction must be identified before works affecting the item, to determine requirements for access to, diversion protection, and/or support. The relevant owner and/or provider of services must be consulted to make suitable arrangements for access to diversion, protection, and/or support of the affected infrastructure as required. The Proponent must ensure that disruption to any service is minimised and be responsible for advising local residents and businesses affected before any planned disruption of service.

E3 All excavations adjacent to RMS road infrastructure must meet the requirements of RMS Technical Direction (GTD 2012/0001) *Excavation adjacent to RMS infrastructure.*

MATERIALS STORAGE

E4 Dangerous goods, as defined by the *Australian Dangerous Goods Code,* must be stored and handled strictly in accordance with:

(a) all relevant Australian Standards;
(b) for liquids, a minimum bund volume requirement of 110% of the volume of the largest single stored volume within the bund; and
(c) the *Environment Protection Manual for Authorised Officers: Bunding and Spill Management* technical bulletin (EPA, 1997).

In the event of an inconsistency between the requirements listed from (a) to (c) above, the most stringent requirement shall prevail to the extent of the inconsistency.

AIR QUALITY

E5 In addition to the performance outcomes, commitments and mitigation measures specified in PIR, all reasonably practicable measures must be implemented to minimise the emission of dust and other air pollutants during the construction and operation of the CSSI.

TREES

E6 The CSSI must be designed to retain as many trees as possible and provide replacement trees such that there a net increase in the number of trees. The Proponent must commission an independent, experienced and suitably qualified arborist to prepare a comprehensive **Tree Report** before removing any trees as detailed in the EIS, as amended by the PIR and the terms of this approval. The **Tree Report** must include:

(a) a visual assessment to note the condition of the tree(s) with inputs from the Design Review Panel, landscape architect, and construction team;

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(b) consideration of all options to avoid tree removal, including relocation of services, redesign or relocation of ancillary components (such as substations, fencing etc.) and reduction of standard offsets to underground services; and
(c) measures to avoid tree removal, minimise damage to, and ensure the health and stability of those trees to be retained and protected. This includes details of any proposed canopy or root pruning, root protection zone, excavation, site controls on waste disposal, vehicular access, materials storage and protection of public utilities.

In the event that tree removal cannot be avoided, then replacement trees are to be planted within, or in close proximity to the CSSI or other location in consultation with the Relevant Councils and agreed by the Secretary. Replacement trees will be no smaller than a 75 litre pot size. A copy of the Tree Report must be submitted to the Secretary before the removal, damage and/or pruning of any trees, including those affected by the site establishment works. All recommendations of the Tree Report must be implemented by the Proponent, unless otherwise agreed by the Secretary.

The Tree Report may be prepared for the entire CSSI or separate reports may be prepared for individual areas where tree removal and/or pruning is proposed.

E7 The large fig tree at the eastern end of Blues Point Reserve (approximate coordinates latitude:33.848764 and longitude: 151.204568) must be retained. Any proposal to prune either the canopy or roots of the tree must be submitted to the Secretary for approval and accompanied by an assessment of the potential impact to its long term viability by a suitably qualified arborist, consistent with Condition E6.

FLOODING

E8 Measures identified in Chapter 11 of the PIR to maintain or improve flood characteristics must be incorporated into the detailed design of the CSSI. The incorporation of these measures into the detailed design, including modelling, must be reviewed and endorsed by a suitably qualified and experienced person in consultation with directly affected landowners and businesses, DPI Water, OEH, NSW State Emergency Service (SES) and Relevant Councils.

E9 Flood information including flood reports, models and geographic information system outputs, and work as executed information from a registered surveyor certifying finished ground levels and the dimensions and finished levels of all structures within the flood prone land, must be provided to the relevant Councils, OEH and the SES. The Relevant Councils, OEH and the SES must be notified in writing that the information is available no later than one month following the completion of construction and be provided with that information. Information requested by the relevant Council, OEH or the SES must be provided no later than six months following the completion of construction or within another timeframe agreed with the Relevant Council(s), OEH and the SES.

HERITAGE

Non-Aboriginal Heritage

E10 The Proponent must not destroy, modify or otherwise physically affect any Heritage item not identified in documents referred to in Condition A1.

E11 The Proponent must design and construct the Sydney Yard Access Bridge so as to minimise its impact on the heritage value of Mortuary Station. The design must address the design objectives and principles identified in section 2.5 of the PIR.

E12 Bus shelters to be temporarily removed at Victoria Cross and Blues Point must be reinstated prior to operation, in consultation with North Sydney Council.

Heritage Archival and Salvage

E13 The Proponent must prepare a **Heritage Archival Recording Report,** including photographic recording of the heritage items identified in documents referred to in Condition A1.

Archival recording must include but not be limited to the following heritage items:

(a) any component of the Blues Point Waterfront Group and the McMahons Point South heritage conservation area to be directly affected or altered, including vegetation and significant landscape features;
(b) Hickson Road wall in the vicinity of proposed ventilation risers and skylights for Barangaroo Station or any other project elements to be located in front of the Hickson Road wall;
(c) Martin Place, between Elizabeth and Castlereagh Streets, Sydney;
(d) the Rolling Stock Officers' Garden, Rolling Stock Officers' Building and Cleaners' Amenities Building in Sydney Yard and any other component of the Sydney Terminal and Central Railway Stations group to be removed or altered; and
(e) views from Mortuary Station before construction of the Sydney Yard Access Bridge.

The archival recording must be undertaken by a suitably qualified heritage specialist and prepared in accordance with NSW Heritage Office's *How to Prepare Archival Records of Heritage Items* (1998) and *Photographic Recording of Heritage Items Using Film or Digital Capture* (2006).

Within two (2) years of completing the archival recording, or any other later time agreed by the Secretary, the Proponent must submit the **Heritage Archival Recording Report** to the Department, the OEH, Heritage Council of NSW, Relevant Council(s), relevant local libraries and local historical societies in the respective local government area(s).

E14 In addition to the archival recording as required by Condition E13, the Proponent must, prior to demolition, undertake external photography of all buildings and structures to be demolished, in consultation with and to the standards of the relevant Council. The recordings must be made available to the relevant Council.

E15 The Proponent must salvage items of heritage value from heritage listed buildings and structures to be demolished before demolition, and assess options for its sympathetic reuse (including integrated heritage displays) on the project or other options for repository, reuse and display. Suitable repository locations must be established in consultation with Relevant Council(s). Any State listed items or elements suitable for salvage must be determined in consultation with the Heritage Division of the OEH.

E16 The Proponent must prepare a **Salvage Report,** including photographic recording of the heritage items identified for salvage in documents referred to in Condition A1. The **Salvage Report** must include:

(a) the internal heritage fabric removed from within the curtilage of Mowbray House, Chatswood;
(b) the interior, exterior and setting of the shop at 187 Miller Street, North Sydney;
(c) the fabric and setting of the North Sydney bus shelters;
(d) the interior, exterior and setting of the 'Flat Building' at 7 Elizabeth Street, Sydney;
(e) the heritage fabric of the existing Martin Place Station affected by the project; and
(f) directly impacted parts of the Congregational Church at Waterloo.

Archaeology

E17 **The Archaeological Assessment Research Design Report (AARD)** in the PIR must be implemented. Final Archaeological Method Statements must be prepared in consultation with the Heritage Council of NSW (or its delegate) before commencement of archaeological excavation works. The final methodology must:

(a) provide for the detailed analysis of any heritage items discovered during the investigations;
(b) include detailed site specific archaeological management and artefact management strategies;
(c) include cored soil samples for soil and pollen for the Pitt Street site within the Tank Stream Valley; and
(d) provide for a sieving strategy.

E18 Before excavation of archaeological management sites, the Proponent must nominate a suitably qualified Excavation Director who complies with the Heritage Council of NSW's *Criteria for Assessment of Excavation Directors* (July 2011) to oversee and advise on matters associated with historic archaeology and advise the Department and OEH.

Where archaeological excavation is required, the Excavation Director must be present to oversee excavation and advise on archaeological issues. The Excavation Director must be given the authority to advise on the duration and extent of oversight required as informed by the provisions of the approved AARD and Excavation Methodology.

A final archaeological report must be submitted to the Heritage Council of NSW within two (2) years of the completion of archaeological excavation on the project. The report must include information on the entire historical archaeological program relating to the CSSI.

E19 An **Unexpected Heritage Finds Procedure** must be prepared:

(a) to manage unexpected heritage finds in accordance with any guidelines and standards prepared by the Heritage Council of NSW or OEH; and
(b) by a suitably qualified and experienced heritage specialist.

The procedure must be included in the **AARD** and must be implemented for the life of the project.

E20 In the event that a Relic is discovered, relevant construction must cease in the affected area and the **Excavation Director** must be notified and assess the finds, identify their significance level and provide mitigation advice according to the significance level and the impact proposed. Depending on the significance of the find, the Excavation Director must attend the site.

The Secretary must be notified at the same time as the Heritage Council of NSW (or its delegate) of any Relic found.

An **Archaeological Relic Management Plan** specific to the Relic must be prepared in consultation with the Heritage Council of NSW (or its delegate) to outline measures to be implemented to avoid and/or minimise harm to and/or salvage the Relic.

Construction in the vicinity of the discovery must not recommence until the requirements of the ARMP have been implemented, in consultation with the **Excavation Director.** The Proponent must notify the Secretary in writing of the outcome of consultation with the Heritage Council of NSW.

Terry Sullman - JHCPBG JV
WCS city&southwest

Heritage Interpretation

E21 The Proponent must prepare a **Heritage Interpretation Plan** which identifies and interprets the key Aboriginal and Non-Aboriginal heritage values and stories of heritage items and heritage conservation areas impacted by the CSSI. The **Heritage Interpretation Plan** must inform the **Station Design and Precinct Plan** referred to in Condition E101. The **Heritage Interpretation Plan** must be prepared in accordance with the *NSW Heritage Manual,* the *NSW Heritage Office's Interpreting Heritage Places and Items: Guidelines* (August 2005), and the *NSW Heritage Council's Heritage Interpretation Policy* and include, but not be limited to:

(a) a discussion of key interpretive themes, stories and messages proposed to interpret the history and significance of the affected heritage items and sections of heritage conservation areas including, but not limited to the Central Station and Martin Place Station Precincts;
(b) identification and confirmation of interpretive initiatives implemented to mitigate impacts to archaeological Relics, heritage items and conservation areas affected by the CSSI including;
   i. use of interpretative hoardings during construction
   ii. community open days
   iii. community updates
   iv. station and precinct design; and
(c) Aboriginal cultural and heritage values of the project area including the results of any archaeological investigations undertaken.

The **Heritage Interpretation Plan** must be prepared in consultation with the Heritage Council of NSW (or its delegate), Relevant Councils and Registered Aboriginal Parties, and must be submitted to the Secretary before commencement of construction.

E22 The design and construction of the Martin Place Railway Station must minimise the removal of identified heritage fabric. Any items removed must be:

(a) salvaged and opportunities for reuse as part of the station maximised in accordance with Condition E15; and
(b) documented as required by the **Heritage Interpretation Plan**.

Aboriginal Heritage

E23 The Proponent must take all reasonable steps so as not to harm, modify or otherwise impact any Aboriginal object associated with the CSSI except as authorised by this approval.

E24 Before excavation, the Proponent must implement the **Aboriginal Cultural Heritage Assessment** prepared for the CSSI and included in the PIR. Excavation and/or salvage must be undertaken by a qualified archaeologist in consultation with the Registered Aboriginal Parties for the CSSI.

E25 Where previously unidentified Aboriginal objects are discovered during construction of the CSSI, construction must stop in the vicinity of the affected area and a suitably qualified and experienced Aboriginal heritage expert must be contacted to provide specialist heritage advice, before works recommence. The measures to consider and manage this process must be specified in the **Heritage Management sub-plan** required by Condition C3 and, where relevant, include registration in the OEH's Aboriginal Heritage Information Management System (AHIMS).

Human Remains

E26 This approval does not allow the Proponent to harm, modify, or otherwise impact human remains uncovered during the construction and operation of the CSSI, except in accordance with the **Exhumation Management Plan** (Condition E27).

E27 An **Exhumation Management Plan** must be prepared to guide the relocation of recovered human remains. The **Exhumation Management Plan** must be prepared:

(a) in consultation with, and meeting the requirements of, the OEH and NSW Health; and
(b) in accordance with the *Guidelines for Management of Human Skeletal Remains* (NSW Heritage Office, 1998b) and *NSW Health Policy Directive – Exhumation of human remains* (December, 2013), and other relevant guidelines and standards prepared by the Heritage Council of NSW or OEH.

The **Exhumation Management Plan** must be provided to the Secretary for information before the commencement of excavation works.

Note: Human remains that are found unexpectedly during works are under the jurisdiction of the NSW State Coroner and must be reported to the NSW Police immediately.

NOISE AND VIBRATION

Vibration

E28 The Proponent must ensure that vibration from construction activities does not exceed the vibration limits set out in the British Standard BS 7385-2:1993 *Evaluation and measurement for vibration in buildings. Guide to damage levels from groundborne vibration*

E29 Owners of properties at risk of exceeding the screening criteria for cosmetic damage must be notified before construction that generates vibration commences in the vicinity of those properties. These properties must be considered in the **Noise and Vibration management sub plan** required by Condition C3.

E30 The Proponent must conduct vibration testing before and during vibration generating activities that have the potential to impact on heritage items to identify minimum working distances to prevent cosmetic damage. In the event that the vibration testing and monitoring shows that the preferred values for vibration are likely to be exceeded, the Proponent must review the construction methodology and, if necessary, implement additional mitigation measures.

E31 The Proponent must seek the advice of a heritage specialist on methods and locations for installing equipment used for vibration, movement and noise monitoring of heritage-listed structures.

Construction Noise and Vibration Strategy

E32 The Proponent must review the *Sydney Metro City and Southwest Construction Noise and Vibration Strategy* in the PIR during detailed construction planning to consider scale and duration of impacts, the requirements of this approval and all measures to limit construction noise impacts to sensitive receivers including:

(a) at property or architectural treatment;
(b) relocation; and
(c) other forms of mitigation where impacts are predicted to be long term and significant.

The revised *Sydney Metro City and Southwest Construction Noise and Vibration Strategy* must be submitted to the Secretary for approval at least one (1) month before construction commences.

E33 Construction Noise and Vibration Impact Statements must be prepared for each construction site before construction noise and vibration impacts commence and include specific mitigation measures identified through consultation with affected sensitive receivers.

E34 Noise generating works in the vicinity of potentially-affected community, religious, educational institutions and noise and vibration-sensitive businesses and critical working areas (such as theatres, laboratories and operating theatres) must not be timetabled within sensitive periods, unless other reasonable arrangements to the affected institutions are made at no cost to the affected institution or as otherwise approved by the Secretary.

E35 The Proponent must review alternative methods to rock hammering and blasting for excavation as part of the detailed construction planning with a view to adopting methods that minimise impacts on sensitive receivers. Construction Noise and Vibration Impact Statements must be updated for each location or activity to adopt the least impact alternative in any given location unless it can be demonstrated, to the satisfaction of the AA, why it should not be adopted.

Standard Construction Hours

E36 Construction, except as allowed by Condition E48 (excluding cut and cover tunnelling), must only be undertaken during the following standard construction hours:

(a) 7:00am to 6:00pm Mondays to Fridays, inclusive;
(b) 8:00am to 1:00pm Saturdays; and
(c) at no time on Sundays or public holidays.

Respite for Receivers

E37 The Proponent must identify all receivers at Crows Nest, Victoria Cross, Barangaroo, Martin Place, Pitt Street and Central likely to experience internal noise levels greater than $L_{eq(15\ minute)}$ 60 dB(A) inclusive of a 5 dB penalty, if rock breaking or any other annoying activity likely to result in regenerated (ground-borne) noise or a perceptible level of vibration is planned (including works associated with utility adjustments), between 7am – 8pm.

E38 The Proponent must consult with all receivers identified in accordance with Condition E37 with the objective of determining appropriate hours of respite so that construction noise (including ground-borne noise), does not exceed internal noise levels of:

(a) $L_{eq(15\ minute)}$ 60 dB(A) inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise or a perceptible level of vibration is planned between 7am – 8pm for more than 50 percent of the time; and
(b) $L_{eq(15\ minute)}$ 55 dB(A) inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise or a perceptible level of vibration is planned between 7am – 8pm for more than 25 percent of the time,

unless an agreement is reached with those receivers. This condition does not apply to noise associated with the cutting surface of a TBM as it passes under receivers.

Note This condition requires that noise levels be less than $L_{eq(15\ minute)}$ 60 dB(A) for at least 6.5 hours between 7am and 8pm, of which at least 3.25 hours must be below $L_{aeq(15\ minute)}$ 55 dB(A). Noise equal to or above $L_{eq(15\ minutes)}$ 60 dB(A) is allowed for the remaining 6.5 hours between 7am and 8pm.

E39 The Proponent must consult with proponents of other construction works in the vicinity of the CSSI and take reasonable steps to coordinate works to minimise cumulative impacts of noise and vibration and maximise respite for affected sensitive receivers.

E40 The Proponent must ensure all works (including utility works associated with the CSSI where undertaken by third parties) are coordinated to provide the required respite periods identified in accordance with the terms of this approval.

Mitigation – Non Residential Zones

E41 The Proponent must ensure that residential receivers, located in non-residential zones, likely to experience an internal noise level exceeding $L_{eq(15\ minute)}$ 60 dB between 8pm and 9pm or $L_{eq(15\ minute)}$ 45 dB between 9pm and 7am (inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in regenerated noise, or a perceptible level of vibration is planned (including works associated with utility adjustments)) must be offered additional mitigation in accordance with the *Sydney Metro City and South West Noise and Vibration Strategy* referenced in Condition E32.

Mitigation – Residential receivers in residential zones

E42 The Proponent must ensure that residential receivers in residential zones likely to experience an internal noise level of $L_{eq(15\ minute)}$ 45 dB or greater between 8pm and 7am (inclusive of a 5 dB penalty if rock breaking or any other annoying activity likely to result in ground-borne noise, or a perceptible level of vibration is planned (including works associated with utility adjustments)) must be offered additional mitigation in accordance with the *Sydney Metro City and South West Noise and Vibration Strategy* referenced in Condition E32.

Workplace health and safety for nearby workers

E43 At no time can noise generated by construction exceed the National Standard for exposure to noise in the occupational environment of an eight-hour equivalent continuous A-weighted sound pressure level of $L_{Aeq,8h}$, of 85dB(A) for any employee working at a location near the CSSI.

Variation to Standard Construction Hours

E44 Notwithstanding Condition E36 construction associated with the CSSI may be undertaken outside the hours specified under those conditions in the following circumstances:

(a) for the delivery of materials required by the NSW Police Force or other authority for safety reasons; or
(b) where it is required in an emergency to avoid injury or the loss of life, to avoid damage or loss of property or to prevent environmental harm; or
(c) where different construction hours are permitted or required under an EPL in force in respect of the construction; or
(d) construction that causes $L_{Aeq(15\ minute)}$ noise levels:
    i. no more than 5 dB(A) above the rating background level at any residence in accordance with the *Interim Construction Noise Guideline* (DECC, 2009), and
    ii. no more than the noise management levels specified in Table 3 of the *Interim Construction Noise Guideline* (DECC, 2009) at other sensitive land uses, and
    iii. continuous or impulsive vibration values, measured at the most affected residence are no more than those for human exposure to vibration, specified in Table 2.2 of *Assessing Vibration: a technical guideline* (DEC, 2006), and

iv. intermittent vibration values measured at the most affected residence are no more than those for human exposure to vibration, specified in Table 2.4 of *Assessing Vibration: a technical guideline* (DEC, 2006); or

(e) where a negotiated agreement has been reached with a substantial majority of sensitive receivers who are within the vicinity of and may be potentially affected by the particular construction, and the noise management levels and/or limits for ground-borne noise and vibration (human comfort) cannot be achieved. All agreements must be in writing and a copy forwarded to the Secretary at least one (1) week before the works commencing; or

(f) construction approved through an **Out of Hours Work Protocol** referred to in Condition E47, provided the relevant council, local residents and other affected stakeholders and sensitive receivers are informed of the timing and duration at least five (5) days and no more than 14 days before the commencement of the works.

E45 On becoming aware of the need for emergency construction in accordance with Condition E44(b), the Proponent must notify the AA, the ER and the EPA (if an EPL applies) of the need for those activities or work. The Proponent must also use best endeavours to notify all affected sensitive receivers of the likely impact and duration of those works.

E46 Notwithstanding Conditions E44 and E48, rock breaking and other particularly annoying activities are not permitted outside of standard construction hours, except at Central, unless the noise management level derived from the *Interim Construction Noise Guideline* can be achieved at sensitive receivers.

Out of Hours Work Protocol

E47 An **Out of Hours Work Protocol** for the assessment, management and approval of work outside of standard construction hours, as defined in Condition E36 of this approval, must be prepared in consultation with the EPA and submitted to the Secretary for approval before construction commences for works not subject to an EPL. The protocol must include:

(a) the identification of low and high risk construction activities;
(b) a risk assessment process in which the AA reviews all proposed out of hours activities and identifies their risk levels;
(c) a process for the endorsement of out of hours activities by the AA and approval by the ER for construction activities deemed to be of:
  i. low environmental risk; or
  ii. high risk where all construction works cease by 9pm.

All other high risk out of hours construction must be submitted to the Secretary for approval unless otherwise approved through an EPL.

The protocol must detail standard assessment, mitigation and notification requirements for high and low risk out of hours works, and detail a standard protocol for referring applications to the Secretary.

24 Hour Construction

E48 Notwithstanding Condition E36 of this approval and subject to Condition E47, the following activities may be undertaken 24 hours per day, seven (7) days per week:

(a) tunnelling and associated support activities (excluding cut and cover tunnelling);
(b) excavation within an acoustic enclosure;
(c) excavation at Central without an acoustic enclosure;
(d) station and tunnel fit out; and
(e) haulage and delivery of spoil and materials.

E49 All acoustic sheds must be erected as soon as site establishment works at the facilities are completed and before undertaking any works or activities which are required to be conducted within the sheds.

Blasting Management

E50 A **Blast Management Strategy** must be prepared and include:

(a) sequencing and review of trial blasting to inform blasting;
(b) regularity of blasting;
(c) intensity of blasting;
(d) periods of relief; and
(e) blasting program.

E51 The **Blast Management Strategy** must be endorsed by a suitably qualified and experienced person and reviewed by an independent specialist.

E52 The **Blast Management Strategy** must be prepared so that all blasting and associated activities are carried out so as not to generate unacceptable noise and vibration impacts or pose a significant risk to sensitive receivers. The **Blast Management Strategy** must be prepared in accordance with relevant guidelines including the principles outlined in *Hazardous Industry Planning Advisory Paper No 6: Hazard Analysis* (Department of Planning, January 2011) and *Assessment Guideline: Multi-Level Risk Assessment* (Department of Planning and Infrastructure, May 2011) for the handling and storage of hazardous materials and include:

(a) details of blasting to be performed, including location, timing, method and justification of the need to blast;
(b) identification of all potentially affected noise and vibration sensitive sites including heritage buildings and utilities;
(c) establishment of appropriate criteria for blast overpressure and ground vibration levels at each category of noise sensitive site;
(d) details of the storage and handling arrangements for explosive materials and the proposed transport of those materials to the construction site;
(e) identification of hazardous situations that may arise from the storage and handling of explosives, the blasting process and recovery of the blast site after detonation of the explosives;
(f) determination of potential noise and vibration and risk impacts from blasting and appropriate best management practices; and
(g) community consultation procedures.

E53 The **Blast Management Strategy** must be submitted to the Secretary one (1) month before blasting commences, or as agreed by the Secretary. The **Blast Management Strategy** as submitted to the Secretary, must be implemented for all blasting activities.

E54 Blasting associated with the CSSI must not exceed the following criteria, measured at the most affected residence or other sensitive receiver as specified below:

(a) airblast overpressure ($dB_{(Lin\ Peak)}$) 125 dBL; and
(b) vibration (PPV): 25mm/s generally or 7.5mm/s for heritage structures.

E55 Blasting must be limited to a single detonation in any one day, and a maximum of six per week, at each station location, or any other frequency agreed by the Secretary.

Note: for the purpose of this Condition, a single detonation may involve a number of individual blasts fired in quick succession in a discrete area.

E56 Blasting associated with the project must be undertaken at a time to have the least impact on the nearby sensitive receivers determined in consultation with those receivers. All sensitive receivers affected by any blast must be advised fortnightly of the proposed blasting schedule. The Secretary must also be advised of the advance blasting schedule for any location.

SOCIO-ECONOMIC, LAND USE AND PROPERTY

Blues Point

E57 Works at the Blues Point Temporary site must be avoided during key harbour viewing events (with the key harbour viewing events determined in consultation with Events NSW, North Sydney and City of Sydney council(s)).

Building Condition Survey

E58 The CSSI must be designed and constructed with the objective of minimising impacts to, and interference with, third party property and infrastructure, and that such infrastructure and property is protected during construction.

E59 Before commencement of construction, all property owners of buildings identified as being at risk of damage must be offered a building condition survey. Where an offer is accepted a structural engineer must undertake the survey. The results of the surveys must be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the owners of the buildings surveyed, and if agreed by the owner, the Relevant Council within three (3) weeks of completing the Survey Report and no later than one (1) month before the commencement of construction.

E60 Within three (3) months of the completion of construction, all property owners of buildings for which a building condition survey was carried out in accordance with Condition E59 must be offered a second building condition survey. Where an offer is accepted, building condition surveys must be undertaken by a structural engineer. The results of the surveys must be documented in a **Building Condition Survey Report** for each building surveyed. Copies of **Building Condition Survey Reports** must be provided to the owners of the buildings surveyed within one (1) month of the survey being completed.

E61 The Proponent must install appropriate equipment to monitor areas in proximity to construction sites and the tunnel route during construction and for a period of not less than six (6) months after settlement has stabilised with particular reference to risk areas identified in the building and infrastructure condition surveys required by conditions E59 and E60 and/or the geotechnical analysis as required. If monitoring during construction indicates exceedance of the criteria, then all construction affecting settlement must cease immediately and must not resume until fully rectified or a revised method of construction is established that will ensure protection of affected buildings.

E62 The Proponent must establish an **Independent Property Impact Assessment Panel** before relevant works commencing. The Secretary must be informed of the Panel Members and the Panel must comprise geotechnical and engineering experts independent of the design and construction team. The Panel will be responsible for independently verifying surveys undertaken under conditions E59 and E60, the resolution of property damage disputes and the establishment of ongoing settlement monitoring requirements.

Either the affected property owner or the Proponent may refer unresolved disputes arising from potential and/or actual property impacts to the Panel for resolution. All costs incurred in establishing and implementing the Panel must be borne by the Proponent.

E63 The Proponent must monitor settlement for any period beyond the minimum timeframe requirements of condition E61 if directed so by the Independent Property Impact Assessment Panel following its review of the monitoring data from the period not less than six (6) months after settlement has stabilised, consistent with Condition E61. The results of the monitoring must be made available to the Secretary on request.

Business Management Plan

E64 The Proponent must prepare and implement a **Business Management Plan** to minimise impact on businesses adjacent to major construction sites during construction of the CSSI. The Plan must be prepared before construction and must include but not necessarily be limited to:

(a) measures to address amenity, vehicular and pedestrian access during business hours and visibility of the business appropriate to its reliance on such, and other reasonable matters raised in consultation with affected business;
(b) a Business Consultation forum linked to the Community Communication Strategy required by Condition B1;
(c) Business Management Strategies for each construction sites (and/or activity), identifying affected businesses and associated management strategies, including the employment of place managers and specific measures to be put in place to assist small business owners adversely impacted by the construction of the CSSI;
(d) a Small Business Owners' Support Program to provide assistance to small business owners adversely impacted by construction of the CSSI. The Program must be administered by a Retail Advisory/Support Panel established by the Proponent. The Program must have appropriate specialist representatives and must report to the Proponent;
(e) a monitoring program to assess the effectiveness of the measures including the nomination of performance parameters and criteria against which effectiveness of the measures will be measured; and
(f) provision for reporting of monitoring results to the Secretary, as part of the **Compliance Tracking Program** required in Condition A28.

SOILS

E65 All reasonably practicable erosion and sediment controls must be installed and appropriately maintained to minimise any water pollution. When implementing such controls, any relevant guidance in the *Managing Urban Stormwater Series* must be considered.

Contaminated sites

E66 A **Site Contamination Report**, documenting the outcomes of Phase 1 and Phase 2 contamination assessments of land upon which the CSSI is to be carried out, that is suspected to be, or known to be, contaminated must be prepared by a suitably qualified and experienced person in accordance with guidelines made or approved under the *Contaminated Land Management Act 1997* (NSW).

E67 If a **Site Contamination Report** prepared under Condition E66 finds such land contains contamination, a site audit is required to determine the suitability of a site for a specified use. If a site audit is required, a **Site Audit Statement** and **Site Audit Report** must be prepared by a NSW EPA Accredited Site Auditor. Contaminated land must not be used for the purpose approved under the terms of this approval until a **Site Audit Statement** is obtained that declares the land is suitable for that purpose and any conditions on the **Site Audit Statement** have been complied with.

E68 A copy of the **Site Audit Statement** and **Site Audit Report** must be submitted to the Secretary and Council for information no later than one (1) month before the commencement of operation.

E69 An **Unexpected Contaminated Land and Asbestos Finds Procedure** must be prepared and must be followed should unexpected contaminated land or asbestos be excavated or otherwise discovered during construction.

E70 The **Unexpected Contaminated Land and Asbestos Finds Procedure** must be implemented throughout construction.

SUSTAINABILITY

E71 The proponent must seek to achieve a best practice level of performance for the CSSI using market leading sustainability ratings tools (including a minimum 'Design' and 'As built' rating score of 65 using the Infrastructure Sustainability Council of Australia infrastructure rating tool, or an equivalent level of performance using a demonstrated equivalent rating tool).

E72 The Proponent must prepare a **Sustainability Strategy** to be submitted to the Secretary within six (6) months of the date of this approval, or within another timeframe agreed with the Secretary, which must be implemented throughout design, construction and operation of the CSSI. The Sustainability Strategy must include:

(a) details of the sustainability objectives and targets for the design, delivery and operation of the CSSI;
(b) details of the sustainability initiatives which will be investigated and / or implemented; and
(c) a description of how the strategy will be implemented for the CSSI.

E73 Opportunities to reduce operational greenhouse gas emissions must be investigated during detailed design. The sustainability initiatives identified must be implemented, reviewed and updated regularly throughout design development and construction, and annually during operation.

E74 The Proponent must fully offset the greenhouse gas emissions associated with consumption of electricity during operation of the CSSI.

TRAFFIC, TRANSPORT AND PEDESTRIAN ACCESS

E75 The CSSI must be designed, constructed and operated with the objective of integrating with existing and proposed road and related transport networks and minimising adverse changes to the safety, efficiency and, accessibility of the networks, and facilitate an improved level of service in relation to permanent and operational changes. Detailed design and assessment of related traffic, parking, pedestrian and cycle accessibility impacts and changes shall be undertaken:

(a) in consultation with, and to the reasonable requirements of the Traffic and Transport Liaison Group(s) established under Condition E77;
(b) in consideration of existing and future demand, connectivity (in relation to permanent changes), performance and safety requirements;
(c) to minimise and manage local area traffic impacts;
(d) to ensure access is maintained to property and infrastructure; and
(e) to meet relevant design, engineering and safety guidelines, including Austroads, Australian Standards, and RMS (RTA) requirements.

Copies of civil, structural and traffic signal design plans shall be submitted to the Relevant Road Authority for consultation before the commencement of the relevant works.

E76 Permanent road works, including vehicular access, signalised intersection works, and works relating to pedestrians, cyclists, and public transport users must be subject to safety audits demonstrating consistency with relevant design, engineering and safety standards and guidelines. Safety audits must be prepared in consultation with the Traffic and Transport Liaison Group before the completion and use of the subject infrastructure and must be made available to the Secretary upon request.

Traffic and Transport Liaison Group

E77 The Proponent must establish a Traffic and Transport Liaison Group(s) (TTLGs) to inform traffic and transport management measures during construction and operation of the CSSI. Management measures must be coordinated with and approved by the RMS following endorsement by the Sydney Coordination Office and consultation with the Relevant Roads Authority.

The TTLG must comprise representatives from the Relevant Road Authority(ies) (including the RMS, relevant Councils, and the Barangaroo Delivery Authority as appropriate), transport operators (including bus and taxi operators), emergency services and Port Authority of NSW as required. The TTLG must be consulted on to inform the preparation of the Construction Traffic Management Plan(s) and Interchange Access Plan(s).

E78 The Proponent must undertake supplementary analysis and modelling as required by the TTLG to demonstrate that construction and operational traffic can be managed to minimise disruption to traffic network operations, public including changes to and the management of pedestrian, bicycle and public transport networks transport services, pedestrian and cyclist movements. Revised traffic management measures, must be incorporated into the Construction Traffic Management Plan(s), Interchange Access Plan(s) and Station Design and Precinct Plan(s).

Construction Transport and Access

E79 The Proponent must consult with the Relevant Road Authority regarding the use of any weight restricted road by heavy vehicles.

E80 The Proponent must minimise truck movements during peak periods within commercial centres. Peak periods are 7am to 10am and 4pm to 7pm Monday to Friday.

E81 The Proponent must prepare and implement a Construction Traffic Management Framework (CTMF). The CTMF must be prepared in consultation with TTLG(s) and submitted to the Secretary for approval no later than one (1) month before the commencement of construction (or within any other timeframe agreed with the Secretary). The CTMF will set out the approach to managing issues across the CSSI and include but not be limited to:

(a) construction site access, including the efficient and safe egress and ingress of vehicles, consistent relevant Austroads, Australian Standards and RMS requirements;
(b) the erection and maintenance of hoardings, scaffolds and associated structures on roads;
(c) short and long term lane and road closures including those associated with plant, crane and other operations between the road reservation and construction site;
(d) cumulative construction vehicle management from surrounding developments;
(e) bus stop and associated facilities relocation and service rerouting;
(f) short and long term works zones on roads adjacent to the construction site;
(g) mail zone and associated facilities relocation;
(h) short and long term works within the road reservation;
(i) regulatory, advisory and other signage changes and modifications;
(j) parking management, including on and off street and remote parking and access;

(k) heavy vehicle management, the restriction (unless otherwise approved) of heavy vehicles to certain routes and the minimisation of heavy vehicle traffic in peak traffic periods;
(l) special event management;
(m) the retention and reinstatement of emergency and property access;
(n) the retention of user and passenger safety, including pedestrians, cyclists, public transport users, including at stops and related facilities;
(o) incident response planning around construction worksites; and
(p) monitoring of transport and access related impacts attributable to the CSSI.

E82 Construction Traffic Management Plans (CTMPs), consistent with the CTMF required in Condition E81, must be prepared for each construction site in consultation with the TTLG(s), and submitted to the RMS for approval following Sydney Coordination Office endorsement before construction commences at the relevant construction site.

E83 Where construction results in a worsening of the matters identified in Condition E81(a)-(o), the Proponent must review the measures identified in the CTMPs in consultation with the TTLG(s), as relevant. Any changes to the CTMPs must be submitted to the RMS for approval following Sydney Coordination Office endorsement and implemented.

E84 Notwithstanding the above, the Proponent must investigate opportunities to maximise spoil removal by non-road methods and schedule final track laying as soon as practicable following completion of tunnelling with a view to transporting materials and equipment for station fit-out, systems and commissioning by rail to minimise truck movements in town centres and the Sydney CBD. The findings of the investigation must be reported to the Secretary before commencement and before completion of tunnel spoil generation as relevant. A decision to not adopt spoil haulage or materials delivery by non-road methods must be demonstrated to the satisfaction of the Secretary.

E85 Heavy vehicle haulage must not use local roads unless no feasible alternatives are available.

E86 During construction, measures must be implemented to maintain pedestrian and vehicular access to, and parking in the vicinity of, businesses and affected properties. Alternative pedestrian and vehicular access, and parking arrangements must be developed in consultation with affected businesses. Such arrangements must be outlined in the **Business Management Plan** required in Condition E64 and implemented as required. Adequate signage and directions to businesses must be provided before, and for the duration of, any disruption.

E87 Permanent road works, including vehicular access, signalised intersection works, and works relating to pedestrians, cyclists and public transport users will be subject to safety audits demonstrating consistency with relevant design, engineering and safety standards and guidelines. Safety audits must be included within each relevant CTMP and carried out in consultation with the TTLG before the completion and use of the subject infrastructure and must be made available to the Secretary on request.

E88 Details of haulage routes and heavy vehicle sizes to transport material to and from any construction site must be specified in the **Construction Traffic Management Plan(s)** and be approved by the RMS following endorsement by Sydney Coordination Office and the Relevant Roads Authority.

E89 The Proponent must implement traffic and transport management measures with the aid of a truck marshalling and logistics facility located within close proximity to the Sydney and North Sydney CBDs. The facility must be operational in advance of tunnel spoil generation. Details of the facility must be documented in the **Ancillary Facilities Management Plan** required by Condition A16.

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Metro | city & southwest

Road Dilapidation

E90 A **Road Dilapidation Report** must be prepared for local roads proposed to be used by heavy vehicles for the purposes of the CSSI before the commencement of use by such vehicles. Copies of the **Road Dilapidation Report** must be provided to the Relevant Council within three (3) weeks of completing the surveys and no later than one (1) month before the use of local roads by heavy vehicles.

E91 If damage to roads occurs as a result of construction of CSSI, the Proponent must either (at the landowner's discretion):

(a) compensate the landowner for the damage so caused. The amount of compensation may be agreed with the landowner; or
(b) rectify the damage so as to restore the road to at least the condition it was before construction commenced as identified in the Road Dilapidation Report(s).

Interchange Access Plans

E92 The Proponent must develop an **Interchange Access Plan** for each station to inform the final design of transport and access facilities and services, including footpaths, cycleways, passenger facilities, parking, traffic and road changes, and integration of public domain and transport initiatives around and at each station. The Interchange Access Plan(s) must consider walking and cycling catchments and take into account:

(a) station access hierarchy consistent with the transport planning principles defined in the EIS;
(b) safe, convenient, efficient and sufficient access to stations and transfer between transport modes (including subterranean connections and the safeguarding of additional entrances in response to land use change and patronage demand);
(c) the maintenance or improvement of pedestrian and cyclists level of service within a justified proximity to stations;
(d) current transport initiatives and plans;
(e) opportunities and constraints presented by existing and proposed transport and access infrastructure and services;
(f) patronage changes resulting from land use, population, employment, transport infrastructure and service changes;
(g) integration with existing and proposed transport infrastructure and services;
(h) pedestrian, cycle, bus, taxi, vehicle and emergency vehicle access and parking infrastructure and service changes;
(i) legislative requirements and applicable guidelines;
(j) safety audits, including but not limited to a review of traffic facility and cycle changes to ensure compliance with Austroads design criteria;
(k) final design, infrastructure, management and service measures and the level of access and service to be achieved for all users; and
(l) the contents of the Interchange Operations and Maintenance Plan (IOMP) and operational management provisions for future operational requirements, including maintenance, security and management responsibilities.

The Interchange Access Plan(s) must be prepared in consultation with the TTLG and the Design Review Panel and must be supported by traffic and transport analysis. Where necessary, consultation must also be undertaken with major landholders adjoining station precincts. The Plan(s) must detail a delivery and implementation program which must be provided to and agreed by the Secretary before commencement of permanent aboveground facilities at any station site.

E93 In developing the Interchange Access Plan(s), the Proponent must consider:

(a) traffic and accessibility design requirements; and

(b) the Station Design and Precinct Plan(s) required by Condition E101.

E94 The Proponent must in consultation with the TTLG review the need and opportunities for lift access between Hickson Road and High Street and which the meets the objective of increasing the patronage catchment to Barangaroo Station and improved community accessibility. The review must be presented in the Interchange Access Plan and the findings implemented by the Proponent.

E95 The Proponent must in consultation with the TTLG review the need and opportunities for a pedestrian and cycle bridge across the rail corridor to replace the Nelson Street Bridge. The review must be presented in the Interchange Access Plan(s) and the findings implemented by the Proponent.

E96 The Interchange Access Plan(s) must be reviewed by a qualified traffic and transport professional(s), independent of the detailed design process for the CSSI, having regard to the requirements of this approval.

Bicycle Infrastructure

E97 The Proponent must provide adequate bicycle infrastructure at stations that form part of the project, and provide adequate areas for future expansion of that infrastructure.

E98 The Proponent must undertake an audit of bicycle patronage at stations and end-of-trip facility adequacy 12 and 36 months following commencement of operation of the project to ensure the level of bicycle parking and end-of-trip facilities available are adequate in terms of both quantity and quality. The audit must be undertaken with the Relevant Council(s), RMS, Bicycle NSW and relevant local bike user groups.

URBAN DESIGN AND VISUAL AMENITY

Visual Amenity

E99 The CSSI must be constructed in a manner that minimises visual impacts of construction sites, including, providing temporary landscaping where appropriate to soften views of the construction sites, minimising light spill, and incorporating architectural treatment and finishes within key elements of temporary structures that reflect the context within which the construction sites are located.

Design Review Panel

E100 The Proponent must establish a Design Review Panel (DRP) to refine design objectives for place making, public realm and urban and heritage integration applicable to the length of the project and provide advice on the application of the objectives to key design elements in relation to place making, architecture, heritage, urban and landscape design and artistic aspects of the CSSI.

The DRP must:

(a) comprise five members who are experts in one of the identified design elements;
(b) include:
  i. the NSW Government Architect as Chair;
  ii. a representative from the Heritage Council,
(c) meet at least four times a year, or any other timeframe agreed by the DRP; and
(d) keep meeting minutes and a schedule of action items arising from each meeting.

Relevant Council(s) and other key stakeholders such as UrbanGrowth NSW and must be invited to participate in DRP meetings to advise on local issues and applicability of design review outcomes as they relate to the local context of each station location.

E101 Before commencement of permanent built surface works and/or landscaping, the Proponent must prepare **Station Design and Precinct Plans (SDPP)** for each station. The SDPP must be prepared by a suitably qualified and experienced person(s), in collaboration and consultation with relevant stakeholders including but not limited to relevant council(s), UrbanGrowth NSW, the Department, Chambers of Commerce and the local community. The SDPP(s) must present an integrated urban and place making outcome for each station or end state element. The SDPP(s) must be approved by the Secretary following review by the DRP and before commencement of permanent aboveground work.

Each SDPP must include, but not be limited to:

(a) identification of specific design objectives, principles and standards based on -
   i. the project design objectives as refined by the DRP;
   ii. maximising the amenity of public spaces and permeability around entrances to stations;
   iii. local environmental, heritage and place making values;
   iv. urban design context;
   v. sustainable design and maintenance;
   vi. community safety, amenity and privacy, including 'safer by design' principles where relevant;
   vii. relevant urban design and infrastructure standards and guidelines (including relevant council standards, policies and guidelines);
   viii. minimising the footprint of the project (including at operational facilities);

(b) opportunities for public art;

(c) landscaping and building design opportunities to mitigate the visual impacts of rail infrastructure and operational fixed facilities (including the Chatswood Dive, Marrickville Dive, Artarmon Substation, station structures and services, noise walls etc.);

(d) the incorporation of salvaged historic and artistic elements onto the project design, including but not limited to the Tom Bass P&O fountain, the Douglas Annand glass screen (if present), the Douglas Annand wall frieze and heritage fabric from Martin Place Station, unless otherwise agreed by the Secretary;

(e) details on the location of existing vegetation and proposed landscaping (including use of endemic and advanced tree species where practicable). Details of species to be replanted/revegetated must be provided, including their appropriateness to the area and habitat for threatened species;

(f) a description of the CSSI design features, including graphics such as sections, perspective views and sketches for key elements of the CSSI;

(g) the location, design and impacts of operational lighting associated with the CSSI and measures proposed to minimise lighting impacts;

(h) details of where and how recommendations from the DRP have been considered in the plan;

(i) the timing for implementation of access, landscaping and public realm initiatives;

(j) monitoring and maintenance procedures for vegetation and landscaping (including weed control), performance indicators, responsibilities, timing and duration and contingencies where rehabilitation of vegetation and landscaping measures fail; and

(k) evidence of consultation with the community, local Councils and agencies in the preparation of on the SDPP(s) and how feedback has been addressed before seeking endorsement by the DRP.

Elements covered by SDPP(s) must be complete no later than the commencement of operation of the Sydney Metro to paid services, unless otherwise agreed with the Secretary.

Note: The SDPP may be submitted in stages to address the built elements of the CSSI and landscaping aspects of the CSSI.

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city&southwest

E102 The SDPP must achieve a minimum visual impact rating of at least "Minor Benefit" as defined in the EIS for all design elements of the project, where feasible and reasonable. Where it can be demonstrated, to the DRP's satisfaction, that a "Minor Benefit" is not achievable, then a "Negligible" visual impact rating must be achieved as a minimum.

E103 The Proponent must apply reasonable endeavours to negotiate with the Barangaroo Delivery Authority to integrate station ancillary components (i.e. traction substation, ventilation risers and skylights) associated with Barangaroo Station within the Barangaroo development complex. Should an integrated outcome for ancillary components not be achieved, the location and design outcome must be consistent with design objectives and endorsed by the DRP.

Lighting and Security

E104 All permanent external lighting must be the minimum level of illumination necessary and must comply with *AS: 4282:1997 – Control of the Obtrusive Effects of Outdoor Lighting* and relevant Australian Standards in the series *AS/NZ 1158 – Lighting for Roads and Public Spaces*.

E105 The placement of CCTV cameras associated with the CSSI must be undertaken in consultation with the relevant public authority and the NSW Police.

WASTE

E106 Waste generated during construction and operation is to be dealt with in accordance with the following priorities:

(a) waste generation is to be avoided and where avoidance is not reasonably practicable, waste generation is to be reduced;
(b) where avoiding or reducing waste is not possible, waste is to be re-used, recycled, or recovered; and
(c) where re-using, recycling or recovering waste is not possible, waste is to be treated or disposed of.

WATER

E107 The CSSI must be constructed and operated so as to maintain the *NSW Water Quality Objectives* where they are being achieved as at the date of this approval, and contribute towards achievement of the *NSW Water Quality Objectives* over time where they are not being achieved as at the date of this approval, unless an EPL in force in respect of the CSSI contains different requirements in relation to the *NSW Water Quality Objectives*, in which case those requirements must be complied with.

E108 Drainage feature crossings (permanent and temporary watercourse crossings and stream diversions) and drainage swales and depressions must be undertaken in accordance with relevant guidelines and designed by a suitably qualified and experienced person.

E109 Any works within Sydney Harbour will be undertaken in consultation with the Harbour Master and RMS as owner of the seabed.

SCHEDULE D9

Reliance Letter

(Clauses 1.1 and 10.9)

[redacted]

SCHEDULE D10

Barangaroo Cooperation and Collaboration Agreement

(Clauses 1.1 and 10.19)

Terry Sleiman - JHCPBG JV
sydney METRO | city & southwest
CPB

[redacted]

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[redacted]

SCHEDULE D12

[redacted]

[redacted]

SCHEDULE D13

Contaminated Future Development Sites

(Clauses 1.1 and 10.15)

[redacted]

SCHEDULE D14

Barangaroo Delivery Authority Interface

(Clause 10.19)

[redacted]

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SCHEDULE D14A

Baseline Scope for BDA Interface Agreement

(Clauses 10.19, 17.6(j)(ii) and 17.8(d)(ix))

Terry Sleiman - JHCPBG JV
city a southwest

SCHEDULE D14A

Baseline Scope for BDA Interface

(Clause 10.19)

1. The parties acknowledge and agree that:

   (a) subject to clause 1(b) of this Schedule D14A, all Project Works associated with Schedule D14 required by this deed are included in the Project Contract Sum;

   (b) all Project Work associated with Schedule D14 which this Schedule D14A states no allowance has been made for, are not included in or are otherwise described as not being within the TSE Contractor's baseline are not included within the Project Contract Sum and the parties agree that the Principal's Representative may issue a Change Proposal Request in respect of such Project Works pursuant to clause 13.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SCHEDULE D15

Artefact Risk Areas and Archaeological Investigation Periods

(Clause 10.10A)

[redacted]

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SCHEDULE D16

Identified Utilities Register

(Clause 3.4)

1. **Barangaroo identified utilities**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SCHEDULE D17

Reliance Information

(Clause 10.9A)

[redacted]

SCHEDULE E1

Design Payment Schedule

(Clauses 1.1 and 18)

[redacted]

SCHEDULE E2

Construction Payment Schedule

(Clauses 1.1 and 18)

[redacted]

SCHEDULE E3

Handover Services Payment Schedule

(Clauses 1.1 and 18.1)

[redacted]

SCHEDULE E4

Performance Incentive Payment Schedule

(Clauses 1.1 and 18)

[redacted]

SCHEDULE E5

Unconditional Undertaking

(Clause 4.1(a))

THIS DEED POLL (**Undertaking**) made the day of 20

IN FAVOUR OF: **Transport for NSW (ABN 18 804 239 602)** (**the Principal**)

GIVEN BY: (**Financial Institution**)

Terry Sleiman - JHCPBG JV
Metro | city & southwest
John Holland CPB Ghella

The TSE Contractor: » .....

ABN » .....

Security Amount $ » .....

The Contract: The TSE Contract between the Principal and the TSE Contractor

Contract Title: Sydney Metro City & Southwest - Tunnel and Stations Excavation Works Design and Construction Deed

Contract Number: »00013/11200

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

Undertaking

1. At the request of the TSE Contractor, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.

2. Demands under this Undertaking may be made at:

   (a) [insert current address of Bank]; or

   (b) any other office maintained by the Financial Institution in Sydney from time to time.

3. The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the TSE Contractor and despite any notice from the TSE Contractor not to pay.

4. The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.

5. This Undertaking continues until one of the following occurs:

   (a) the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;

   (b) this Undertaking is returned to the Financial Institution; or

   (c) the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.

6. At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Financial Institution will then immediately end.

7. [The Financial Institution accepts, and submits to, the jurisdiction of the New South Wales courts in relation to any disputes associated with the Undertaking.] [***Note: This clause is to be included in the Undertaking where the Financial Institution is headquartered outside Australia.***]

8. This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.

Signed sealed and delivered for and on behalf of **[insert name of Financial Institution]** by its Attorney under a Power of Attorney dated , and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Attorney

Signature of Witness

Name of Attorney in full

Name of Witness in full

Terry Sleiman - JHCPBG JV
Sydney Metro | city & southwest
John Holland CPB Ghella

SCHEDULE E6

Parent Company Guarantee

(Clause 4.9)

[redacted]

[redacted]

[redacted]

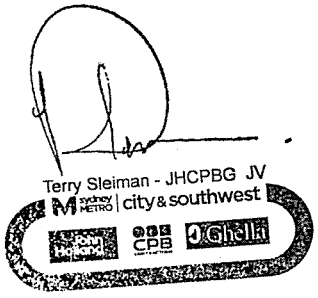
[redacted]

SCHEDULE E7

Insurance Policies

(Clause 21.3)

Contract Works (Material Damage)



(11)

SCHEDULE E8

Not used

SCHEDULE E9

Not used

SCHEDULE E10

Change and compensation regime

(Clauses 10.13 and 17.8(d))

[redacted]

SCHEDULE F1

Electronic Files

(Clause 1.8)