

Schedule 3 – Modifications

(clauses 32, 33, 34 and 35)

1. Templates – Principal Initiated Modifications

These templates have been designed to fulfil the requirements of clause 33 of the Operative Provisions.

- (a) Section 1.1 of this Schedule 3 (*Modifications*) constitutes the Principal's Modification Impact Request pursuant to clause 33.1 of the Operative Provisions.
- (b) Section 1.2 of this Schedule 3 (*Modifications*) constitutes OpCo's Modification Impact Proposal pursuant to clause 33.2 of the Operative Provisions.
- (c) Section 1.3 of this Schedule 3 (*Modifications*), when signed, constitutes the Principal's approval or rejection of OpCo's Modification Impact Proposal, or withdrawal of the Principal's proposed Modification, pursuant to clause 33.5 of the Operative Provisions.
- (d) Section 1.4 of this Schedule 3 (*Modifications*) constitutes the Principal's Modification Order pursuant to clause 33.12 of the Operative Provisions.

The Modification Impact Request and Modification Impact Proposal will not give rise to any rights against the Principal, whether legal or equitable, unless and until a notice prepared in accordance with section 1.3 of this Schedule 3 (*Modifications*) is signed by the Principal's Representative and a Modification Order is issued by the Principal in accordance with section 1.4 of this Schedule 3 (*Modifications*).

1.1 Modification Impact Request Template

PRINCIPAL'S MODIFICATION IMPACT REQUEST (MIR) (Clause 33.1)				
MIR No.				
Date:				
Description:				
Background to the proposed Modification:				
Proposed Modification:				
Additional requirements:				
A. The basis (or bases) on which the Principal requires OpCo to prepare a Modification Cost Proposal (Clause 33.1(b)(i))				
Single lump sum payment or a series of lump sum payments	Yes		No	
Milestone payments	Yes		No	
Separate pricing for separate parts or components of the proposed Modification	Yes		No	
Target cost basis	Yes		No	

Managing contractor basis	Yes		No	
Other means (if applicable, provide details)				
B. Tender for works (Clause 33.1(b)(ii))				
OpCo is required to conduct a tender process under clause 33.4 for all or part of the works which would be required to effect the Modification	Yes		No	
OpCo is required to submit an estimate of the cost of the Tendered Works	Yes		No	
(provide details)				
C. If the Modification relates to an addition or increase to the requirements for the "SSTOM Works", "the Temporary Works", "Sydney Metro - Western Sydney Airport" or "OpCo's Activities": (Clause 33.1(b)(iii))				
Details of any particular timing requirements for the implementation of the required works or services				
Details of the Principal's budgetary constraints and affordability thresholds				
OpCo is required to raise additional finance to fund the proposed Modification	Yes		No	
D. Reporting format, breakdown of quotations or additional information requirements (Clause 33.1(b)(iv))				
E. Any other matters or information (Clause 33.1(b)(v))				
F. Two-stage process to be adopted for the development, consideration and approval of a Modification (Clause 33.1(c))				
Yes		No		To be confirmed later
(provide details if any)				
Attachments:				
Submitted by (name and position):		Signed:		Date:

1.2 Modification Impact Proposal template

OPCO'S MODIFICATION IMPACT PROPOSAL (MIP) (Clause 33.2)	
MIR No.	
MIR Date:	
MIP No.	
Date:	
Description:	
Modification Impact Proposal:	
Background:	
A. OpCo's cost proposal for the proposed Modification, including any Third Party Preparation Costs OpCo is entitled to claim under clause 33.2(e)(i)(C), which must be calculated in accordance with Schedule 6 (<i>Net Financial Impact</i>) (Clause 33.2(e)(i))	
B. OpCo's proposed schedule of payments for the Modification (Modification Payment Schedule) (Clause 33.2(e)(ii))	
C. The basis on which OpCo is able to fund the proposed Modification and the difference to the Modification Cost Proposal if OpCo (rather than the Principal) funds the Modification (Clause 33.2(e)(iii))	
D. If the Modification is proposed to be carried out during the Delivery Phase, the effect on which the proposed Modification will have on the Delivery Program (including any extension of time required to the Date for Completion) (Clause 33.2(e)(iv))	
E. If the Modification is proposed to be carried out during the Operations Phase, the time within which the proposed Modification will be implemented (Clause 33.2(e)(v))	

F. Any Approvals required to implement the proposed Modification, and the effect of the proposed Modification on any existing Approvals (Clause 33.2(e)(vi))
G. The effects which the proposed Modification will have on OpCo's ability to satisfy its obligations under the SSTOM Project Deed, including any warranties given by OpCo under the SSTOM Project Deed (Clause 33.2(e)(vii)(A))
H. The effects which the proposed Modification will have on OpCo's performance against any performance indicator or requirement which could result in a Service Payment Deduction (Clause 33.2(e)(vii)(B))
I. Any relief which is required from OpCo's obligations under the SSTOM Project Deed to ensure that it is left in a no better and no worse position than it would be in if the Modification were not implemented (Clause 33.2(e)(viii))
J. OpCo's view on the effect which the proposed Modification will, or is likely to, have on the Foundation Infrastructure Works (Clause 33.2(e)(ix))
K. OpCo's view on the effect which the proposed Modification will, or is likely to, have on the SSTOM PPP and a description of how OpCo proposes to manage those effects (Clause 33.2(e)(x))
L. Where requested by the Principal, an outline of the proposed design solution for the Modification, including an appropriate risk analysis and appraisal and, to the extent relevant, the impact on whole-of-life costs (Clause 33.2(e)(xi))

M. Where requested by the Principal, the proposed method of implementation and the proposed method of certification of any design, construction or operational aspects of the works or services required to implement the proposed Modification (but only to the extent that these will be different to those specified in the SSTOM Project Deed) (Clause 33.2(e)(xii))		
N. Any other information requested by the Principal in the Modification Impact Request (Clause 33.2(e)(xiii))		
Attachments:		
Submitted by (name and position):	Signed:	Date:

1.3 Election by the Principal template

ELECTION BY THE PRINCIPAL (Clause 33.5)	
MIR No.	
MIP No.	
Date:	
The Modification Impact Proposal is:	
ACCEPTED IN FULL (Clause 33.5(b)(i)) Refer to Modification Order.	
ACCEPTED IN PART (Clause 33.5(b)(ii)) <i>(provide details of the accepted part(s)/component(s) of the MIP).</i> Refer to Modification Order.	
MODIFICATION ORDER FOR DESIGN WORKS, SURVEYS OR SITE INVESTIGATIONS (Clause 33.5(b)(iii)) Refer to Modification Order.	

REJECTED (Clause 35.5(b)(iv)) <i>(set out the reasons why the MIP was rejected).</i>		
IF REJECTED , pursuant to clause 33.6 of the SSTOM Project Deed, the Principal requires:		
1. OpCo to revise MIP and provide a revised MIP		
2. parties to consult to resolve any matters of MIP		
3. OpCo conduct a tender process under clause 33.4 of the SSTOM Project Deed		
WITHDRAWN (Clause 33.5(b)(v))		
AMEND THE PROPOSED MODIFICATION (Clause 33.5(b)(vi)) <i>(provide details)</i>		
Additional notes: <i>(provide details if any)</i>		
Principal's Representative	Signed:	Date:
OpCo agrees to the conditions, if any, to Principal's approval as stated above.		
OpCo's Representative:	Signed:	Date:

1.4 Modification Order template

MODIFICATION ORDER TEMPLATE (Clause 33.12)	
MIR No.	
MIP No.	
Date:	
This Modification Order is issued pursuant to: <i>(tick relevant option)</i>	
Clause 33.5(b)(i) – Accepted in full	
Clause 33.5(b)(ii)(A) – Accepted in part	
Clause 33.5(b)(iii)– For design works, surveys or site investigations	

Clause 33.7(a) – Accepted, as varied by the agreement of both parties										
Clause 33.10(a) – Accepted, as varied by the determination of disputed matters										
Clause 33.11(a) – Instruction to proceed without agreed Modification Impact Proposal										
<p>Description of Modification:</p> <p>In accordance with clause 33.12 of the SSTOM Project Deed, OpCo must implement the Modification on the basis of Modification Impact Proposal [<i>insert</i>] dated [<i>insert</i>].</p> <p>Modification to the SSTOM Project Deed (if any):</p> <p>[Agreed Modification Cost] / [Net Financial Impact (NFI)] (choose the one applicable):</p> <p>[Agreed Modification Cost] / [NFI] of \$xxxx (including margin) summarised as follows:</p> <p><i>By way of example</i></p> <table border="1"> <thead> <tr> <th>Description</th> <th>\$</th> </tr> </thead> <tbody> <tr> <td>A. D&C Cost to Implement</td> <td>\$xxx</td> </tr> <tr> <td>B. O&M Cost to Implement</td> <td>\$xxx</td> </tr> <tr> <td>Total for [<i>insert</i>]</td> <td>\$xxxx</td> </tr> </tbody> </table> <p>Other:</p> <p>(<i>insert further details as necessary</i>)</p>			Description	\$	A. D&C Cost to Implement	\$xxx	B. O&M Cost to Implement	\$xxx	Total for [<i>insert</i>]	\$xxxx
Description	\$									
A. D&C Cost to Implement	\$xxx									
B. O&M Cost to Implement	\$xxx									
Total for [<i>insert</i>]	\$xxxx									
Submitted by (name and position):	Signed:	Date:								

2. Templates – OpCo Initiated Modifications

These templates have been designed to fulfil the requirements of clause 34 of the Operative Provisions.

- (a) Section 2.1 of this Schedule 3 (*Modifications*) constitutes OpCo's proposed Modification pursuant to clause 34.1 of the Operative Provisions.
- (b) Section 2.2 of this Schedule 3 (*Modifications*) constitutes the Principal's approval (with or without conditions), request to submit a revised Modification or rejection of the proposed Modification pursuant to clause 34.2 of the Operative Provisions.
- (c) Section 2.3 of this Schedule 3 (*Modifications*) constitutes the Principal's Modification Approval pursuant to clause 34.2 or clause 34.3 of the Operative Provisions.

OpCo's proposed Modification will not give rise to any rights against the Principal, whether legal or equitable, unless and until a Modification Approval is issued by the Principal in accordance with section 2.3 of this Schedule 3 (*Modifications*).

2.1 OpCo initiated Modification template

OpCo's proposed Modification (Clause 34.1)	
Ref no.	
Date:	
Description:	
Background:	
A. Details of the proposed Modification (Clause 34.1(a))	
B. Reason for the proposed Modification (Clause 34.1(b))	
C. The time within, and the manner in which, OpCo proposes to implement the proposed Modification (Clause 34.1(c))	
D. The effect the proposed Modification will have on the Delivery Program (including any extension of time required to the Date for Completion) (Clause 34.1(d))	
E. Approvals required to implement the proposed Modification and the effect of the proposed Modification on any existing Approvals (Clause 34.1(e))	
F. The effects which the proposed Modification will have on OpCo's ability to satisfy its obligations under the SSTOM Project Deed, including any warranties given by OpCo under the SSTOM Project Deed (Clause 34.1(f))	

G. The effect (if any) which the proposed Modification will have on the Foundation Infrastructure Works, including whether OpCo will (or is likely to) request the Principal to procure an FIW Change, additional costs and whether an extension of time is required under the relevant Foundation Infrastructure Works Contract (Clause 34.1(g))		
H. The effect (if any) which the proposed Modification will, or is likely to, have on the SSTOM PPP and a description of how OpCo proposes to manage those effects (Clause 34.1(h))		
I. The value for money for the Principal arising from the Modification (Clause 34.1(i))		
Attachments:		
Submitted by (name and position):	Signed:	Date:

2.2 Election by the Principal template

ELECTION BY THE PRINCIPAL (Clause 34.2)	
Ref No.	
Date:	
Description:	
OpCo's proposed Modification is:	
APPROVED (with or without conditions) (Clause 34.2(a)(ii)(A)) <i>Specify conditions (if any).</i> Refer to Modification Approval.	
SUBMIT A REVISED MODIFICATION PROPOSAL (Clause 34.2(a)(ii)(B))	

Set out reasons why proposed Modification is not approved and details of the request to submit a revised Modification proposal.			
Refer to Modification Approval.			
REJECTED (Clause 34.2(a)(ii)(C))			
Additional notes: (provide details if any)			
Principal's Representative	Signed:	Date:	
OpCo's Representative:	Signed:	Date:	

2.3 Principal's Modification Approval template

MODIFICATION APPROVAL TEMPLATE	
Ref No.	
Date:	
Description:	
This Modification Approval is issued pursuant to: (tick relevant option)	
Clause 34.2(a)(ii)(A) – Modification approved (with or without conditions) at first submission	
Clause 34.2(d)(i) – Modification approved (with or without conditions), as varied by the agreement of the parties after consultation with Modifications Working Group	
Clause 34.3(a)(i) – Modification approved as a result of Change in Law or Change in Government Policy	
Description of Modification:	
Conditions of Modification (if any):	
Modification to the SSTOM Project Deed (if any):	

Agreed Net Financial Impact (NFI):

Agreed NFI of \$xxx (including margin) summarised as follows:

By way of example

Description	Agreed NFI \$
A. D&C Cost to Implement	\$xxx
B. O&M Cost to Implement	\$xxx
Total Agreed NFI for [insert]	\$xxxx

Other:

(insert further details as necessary)

Submitted by (name and position):	Signed:	Date:

3. Templates – Minor Modifications

These templates have been designed to fulfil the requirements of clause 35 of the Operative Provisions.

- (a) Section 3.1 of this Schedule 3 (*Modifications*) constitutes OpCo's or the Principal's proposed Minor Modification Proposal pursuant to clause 35.2 of the Operative Provisions.
- (b) Section 3.2 of this Schedule 3 (*Modifications*) constitutes OpCo's Minor Modification Cost Proposal pursuant to clause 35.4 of the Operative Provisions.
- (c) Section 3.3 of this Schedule 3 (*Modifications*) constitutes the Principal's approval, rejection, withdrawal, request for a revised Minor Modification Proposal or referral of the proposal to the independent Assessor pursuant to clause 35.5 of the Operative Provisions.

The Minor Modification Proposal and Minor Modification Cost Proposal will not give rise to any rights against the Principal, whether legal or equitable, unless and until the Principal's Representative directs OpCo to proceed with the Minor Modification by issuing a notice prepared in accordance with section 3.3 which is signed by the Principal's Representative.

3.1 Minor Modification Proposal template

Minor Modification Proposal (MMP) (Clause 35.2)	
Proposed by:	[OpCo] [Principal] (choose one)
MMP No.	
Date:	

Description:		
Details of Minor Modifications included in this MMP (Clauses 35.2 and 35.3)		
<i>(if Minor Modifications have been accumulated pursuant to clause 35.3 of the SSTOM Project Deed, then attach a register of the proposed Minor Modifications included in this MMP, with the required details for each Minor Modification, as well as the date each Minor Modification was added to the register)</i>		
Attachments:		
Submitted by (name and position):	Signed:	Date:

3.2 OpCo Minor Modification Cost Proposal template

Minor Modification Cost Proposal (Clause 35.4)		
MMP Proposed by:	[OpCo] [Principal] (choose one)	
MMP No.		
Date:		
Date of Minor Modification Proposal		
Description:		
Net Financial Impact (NFI) of the Minor Modification calculated in accordance with Schedule 6 (Net Financial Impact) (Clause 35.4)		
<i>(to be prepared on the basis (or bases) requested by the Principal)</i>		
Attachments:		
Submitted by (name and position):	Signed:	Date:

3.3 Election by the Principal to a Minor Modification Cost Proposal template

ELECTION BY THE PRINCIPAL (Clause 35.5)	
MMP Proposed by:	[OpCo] [Principal] (choose one)
MMP No.	

Date:		
Date of Minor Modification Cost Proposal:		
Description:		
The Minor Modification is:		
APPROVED , and the Principal directs OpCo to proceed with the Minor Modification (Clause 35.5(a) or Clause 35.6(b))		
In the case of a Minor Modification proposed by OpCo, REJECTED (Clause 35.5(b))		
In the case of a Minor Modification Proposed by the Principal, WITHDRAWN (Clause 35.5(c)(i))		
In the case of a Minor Modification Proposed by the Principal, AMENDED as set out below and OpCo must submit a revised Minor Modification Cost Proposal within 3 Business Days of this notice (Clause 35.5(c)(ii)) (provide details)		
REFERRED to the Independent Assessor for determination of the Net Financial Impact of the Minor Modification Cost Proposal (Clause 35.5(d) and Clause 35.6)		
Additional notes:		
(provide details if any)		
Principal's Representative	Signed:	Date: