

North West Rail Link
Design and construction of surface and viaduct
civil works

SVC Project Deed Schedules

Contract Number 00013/10400

Transport for NSW
Principal

Impregilo S.p.A
ABN 83 159 573 896

Salini Australia Pty Ltd
ABN 86 158 955 885

SVC Contractor

Clayton Utz
Lawyers
Level 15 1 Bligh Street, Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 9353 4000 F +8220 6700

www.claytonutz.com

Our reference 130/13647/80124868

Legal\308999438.9
CONFIDENTIAL

Transport for NSW
ABN 18 804 239 602



Contents

Schedule 1 - Design Payment Schedule 3

Schedule 2 - Construction Payment Schedule 8

Schedule 3 - Transitional Handover Services Payment Schedule 35

Schedule 4 - SVC Contractor's Certificate 36

Schedule 5 - Notice of Construction Completion 37

Schedule 6 - Quality Manager's Certificate 38

Schedule 7 - Independent Certifier's Certificate 39

Schedule 8 - Subcontractor's Form of Design Certification 40

Schedule 9 - SVC Contractor's Form of Design Certification 41

Schedule 10 - Quality Manager's Certificate 42

Schedule 11 - Independent Certifier's Certificate 43

Schedule 12 - Approved Subcontractors 44

Schedule 13 - Subcontract Terms 46

Schedule 14 - Designer's Deed of Covenant 47

Schedule 15 - Approvals 48

Schedule 16 - Environmental Documents and Approval Conditions 49

Schedule 17 - Unconditional Undertaking 58

Schedule 18 - Parent Company Guarantee 60

Schedule 19 - Environmental Manager's Certificate 77

Schedule 20 - Property Owner's Certificate 78

Schedule 21 - Quality Manager's Certificate 79

Schedule 22 - Quality Manager's Certificate 80

Schedule 23 - Independent Certifier's Certificate 81

Schedule 24 - Independent Certifier's Certificate 82

Schedule 25 - Form of Design Certification 83

Schedule 26 - Form of Warranty 84

Schedule 27 - Geotechnical Reports 87

Schedule 28 - SVC Contractor's Personnel 104

Schedule 29 - Statutory Declaration 109

Schedule 30 - Quality Manager's Payment Claim Certificate 115

Schedule 31 - Independent Certifier's Payment Claim Certificate 116

Schedule 32 - Independent Certifier's Asset Management Information Certificate 117

Schedule 33 - Requirements of Third Party Agreements 118

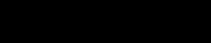
Schedule 34 - Portions 155

Schedule 35 - Performance and Compliance Incentive Payment Schedule 160

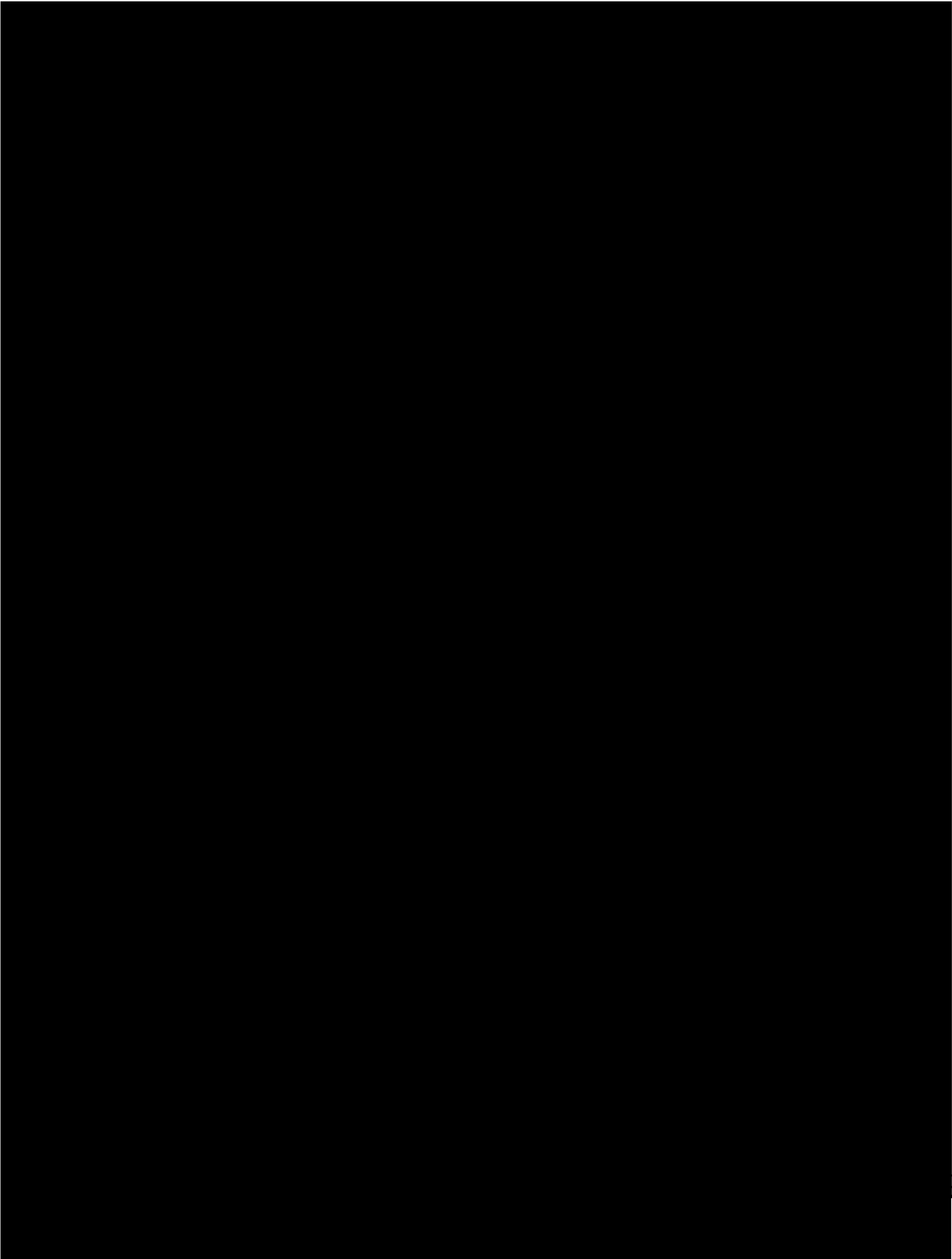


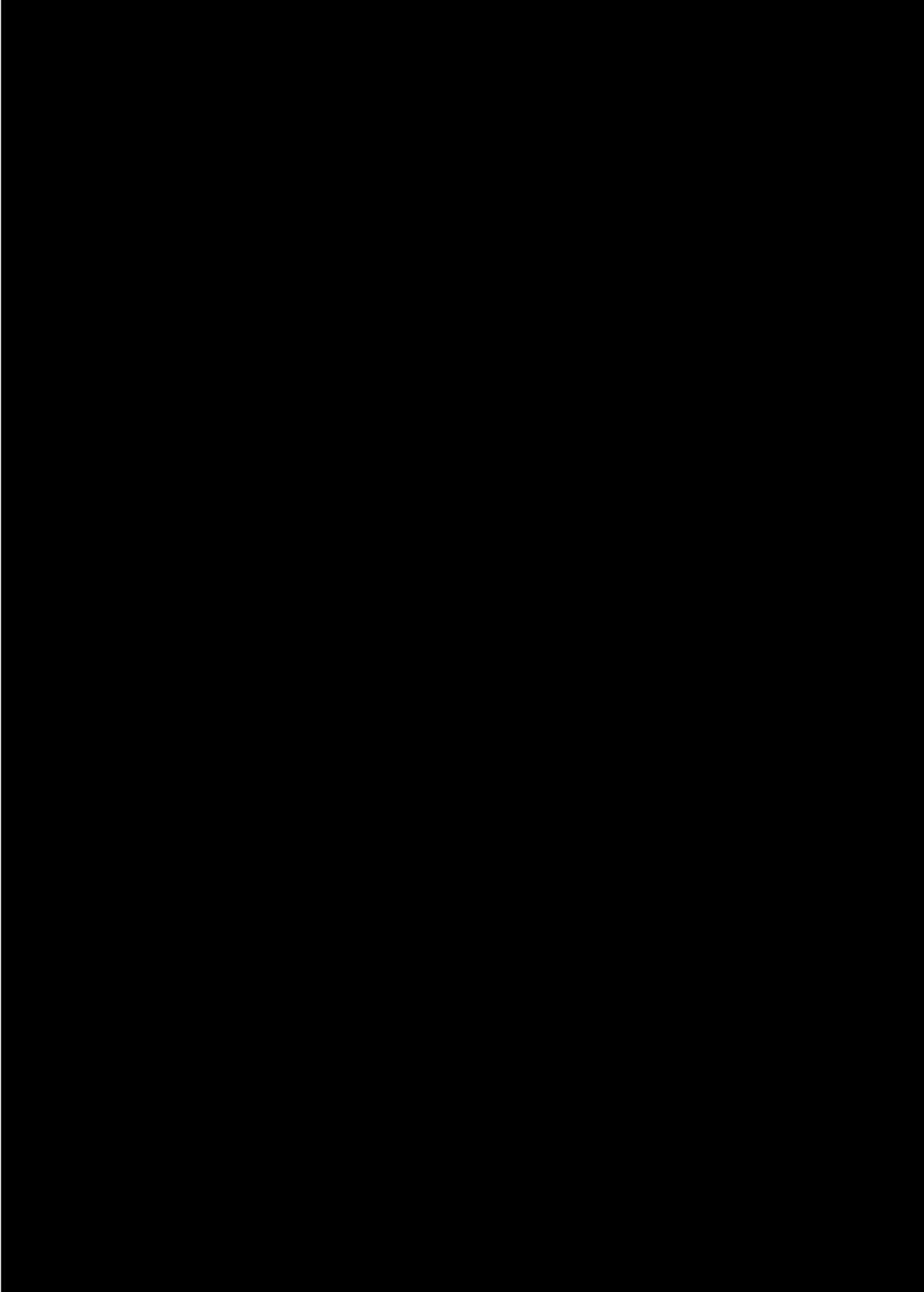
Schedule 36 – DAB Agreement.....	167
Schedule 37 - Transitional Handover Services	183
Schedule 38 - Pre-Agreed Changes.....	185
Schedule 39 - Not used.....	193
Schedule 40 - Form of Interface Contractor Deed Poll.....	194
Schedule 41 - Deed of Novation.....	197
Schedule 42 - Subcontractors to provide warranties	205
Schedule 43 - SVC Handover Area Certificate.....	206



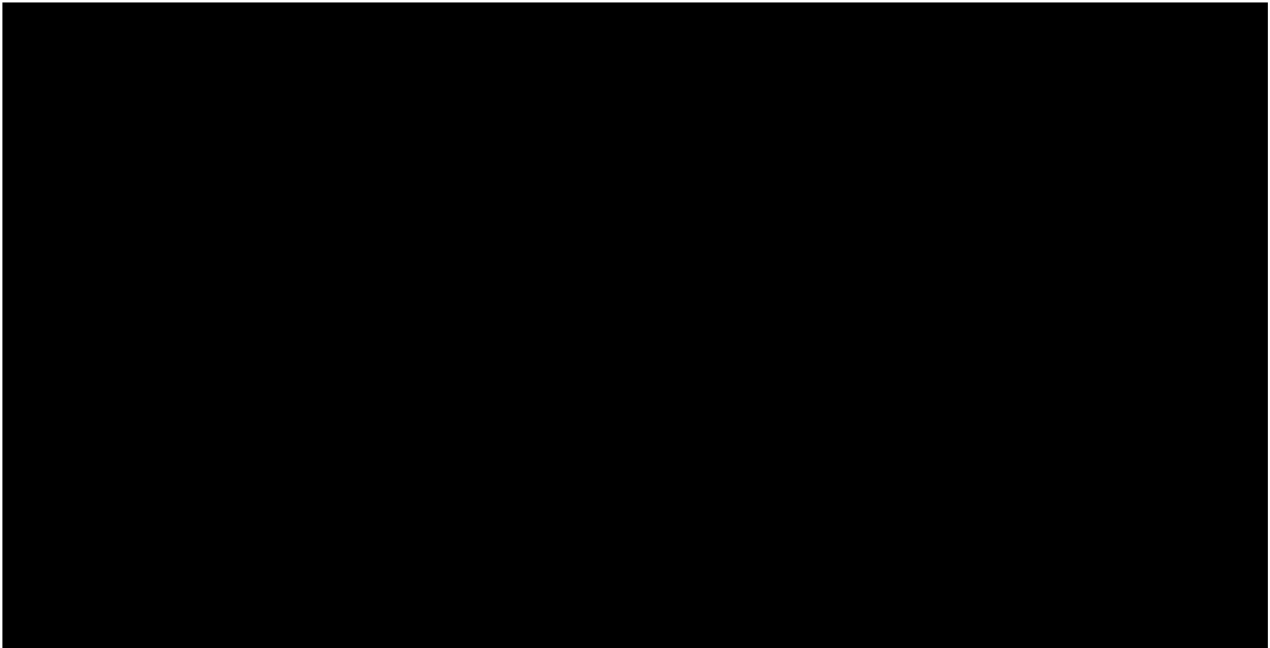


Design Payment Schedule

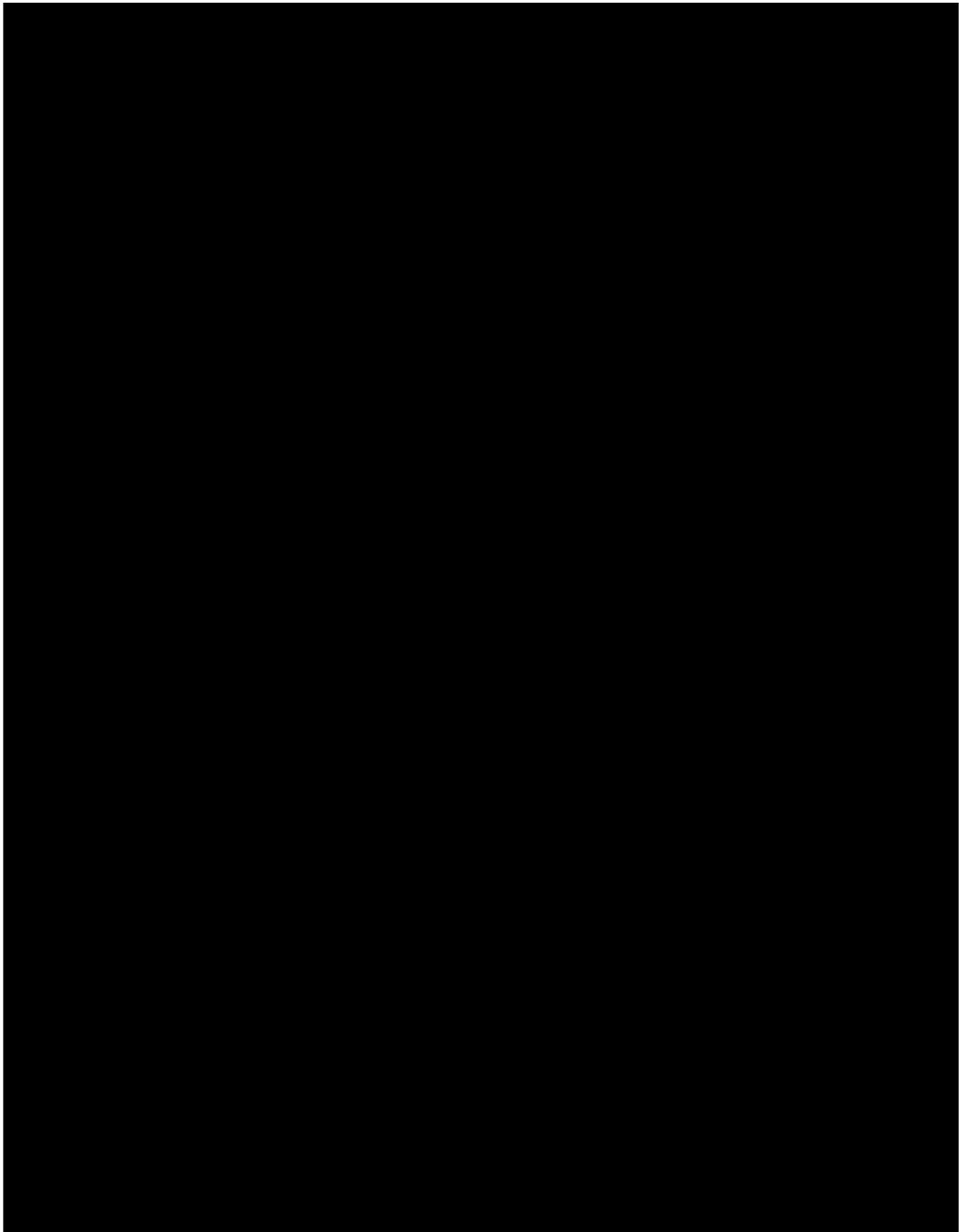




18
[Handwritten signature]
[Handwritten signature]
page 20
[Handwritten signature]



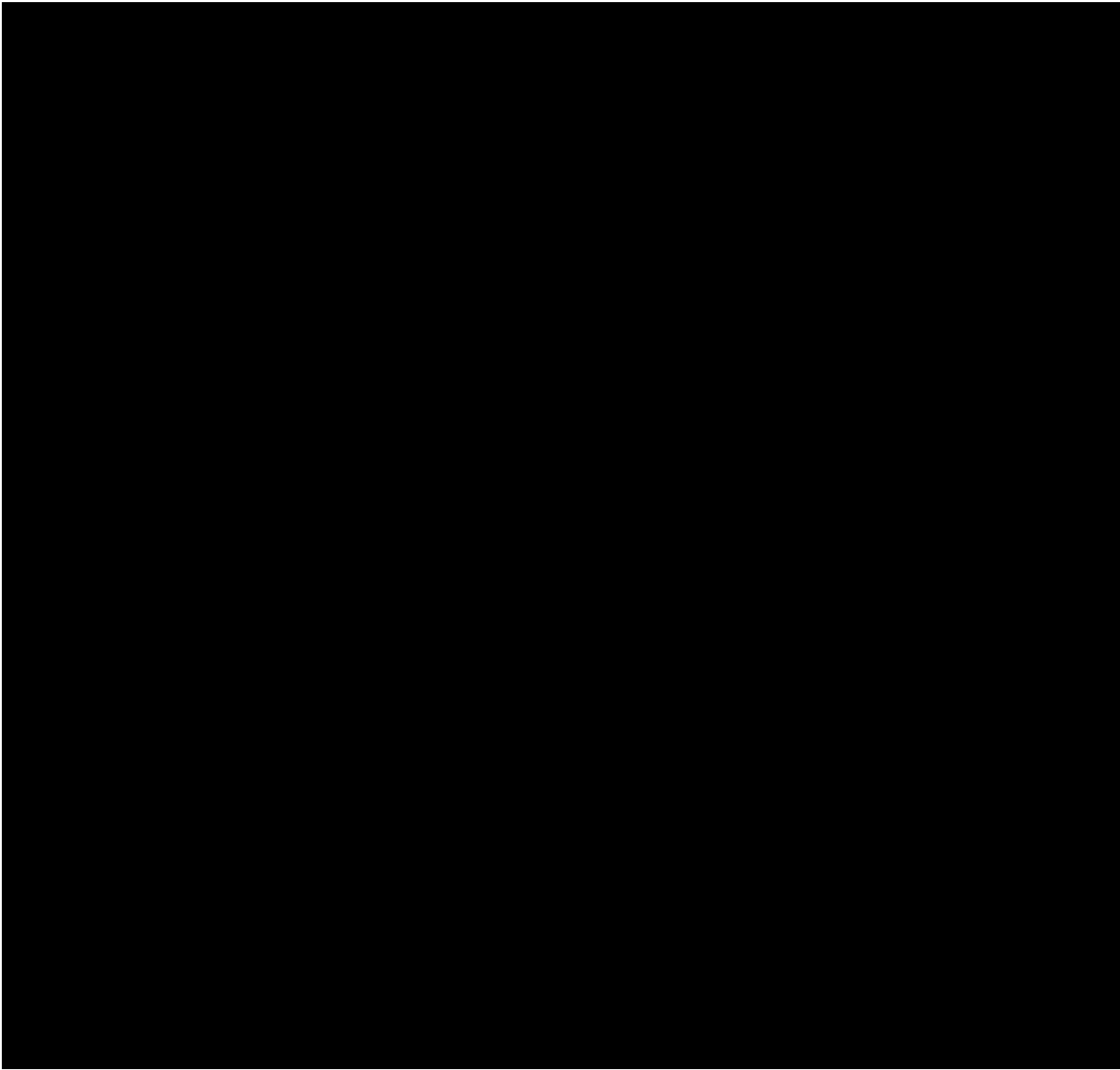
TS.
S. P. A.

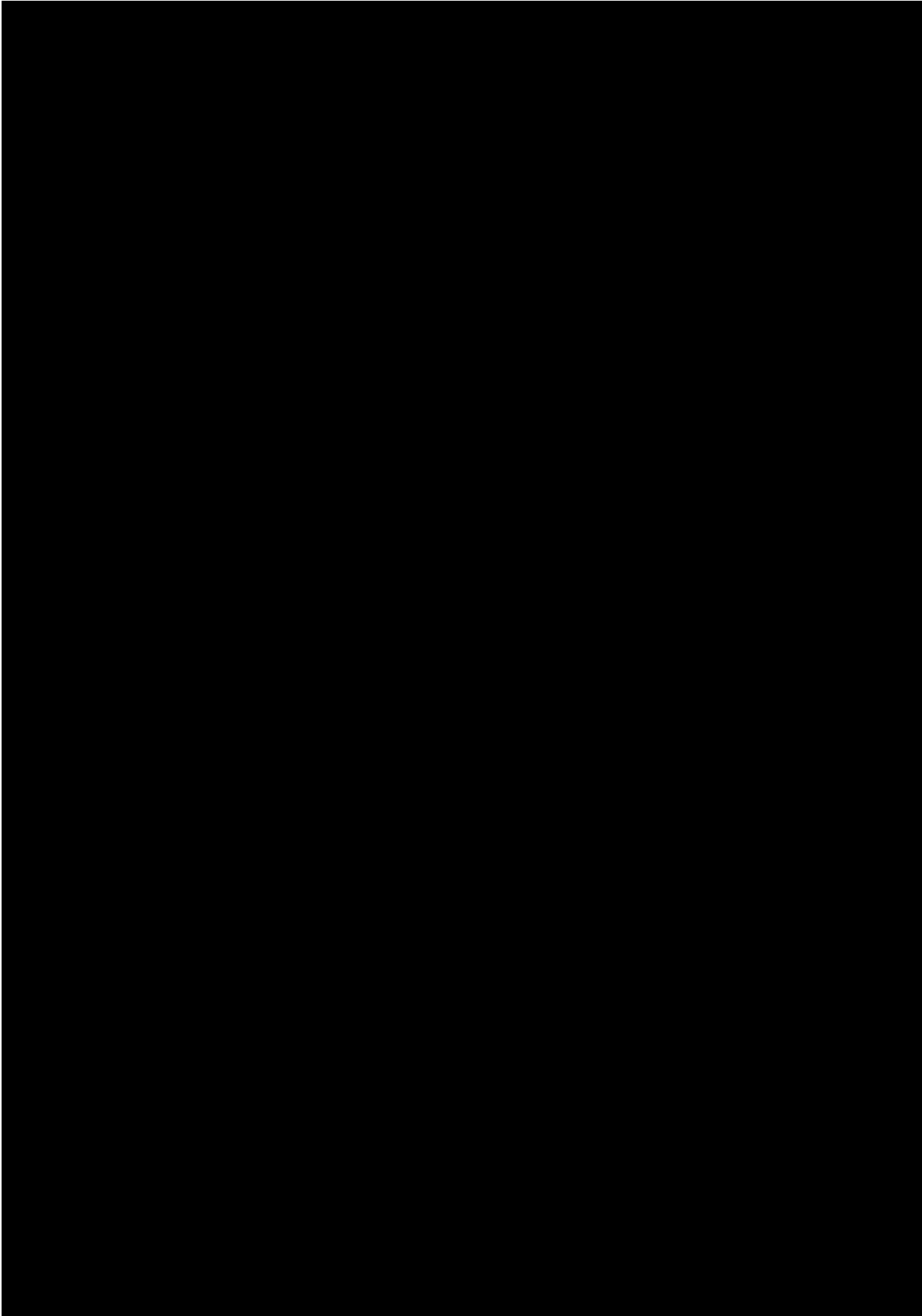


S *De* *S.*
page 22 *b*

[Handwritten signatures]
page 23

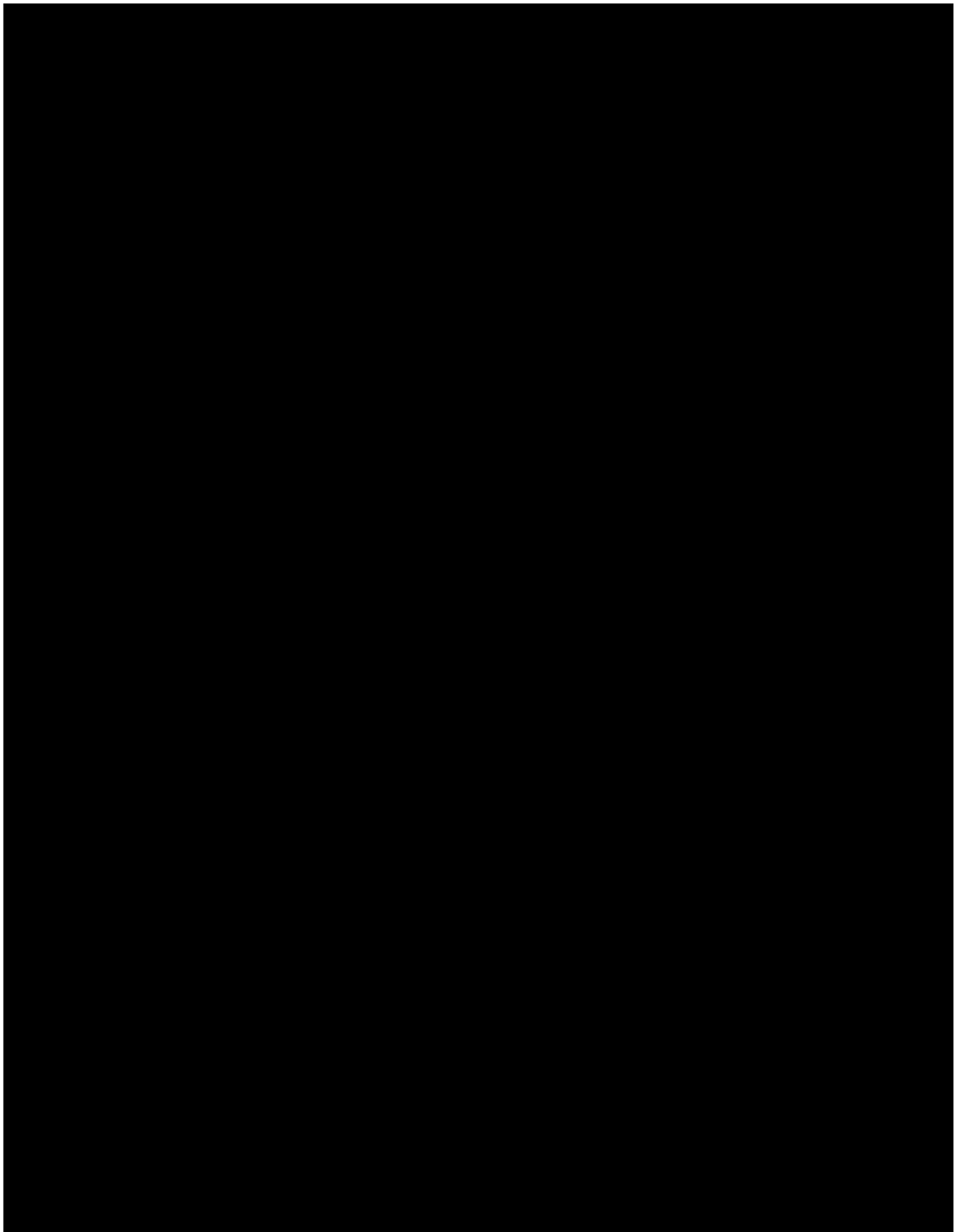
Construction Payment Schedule



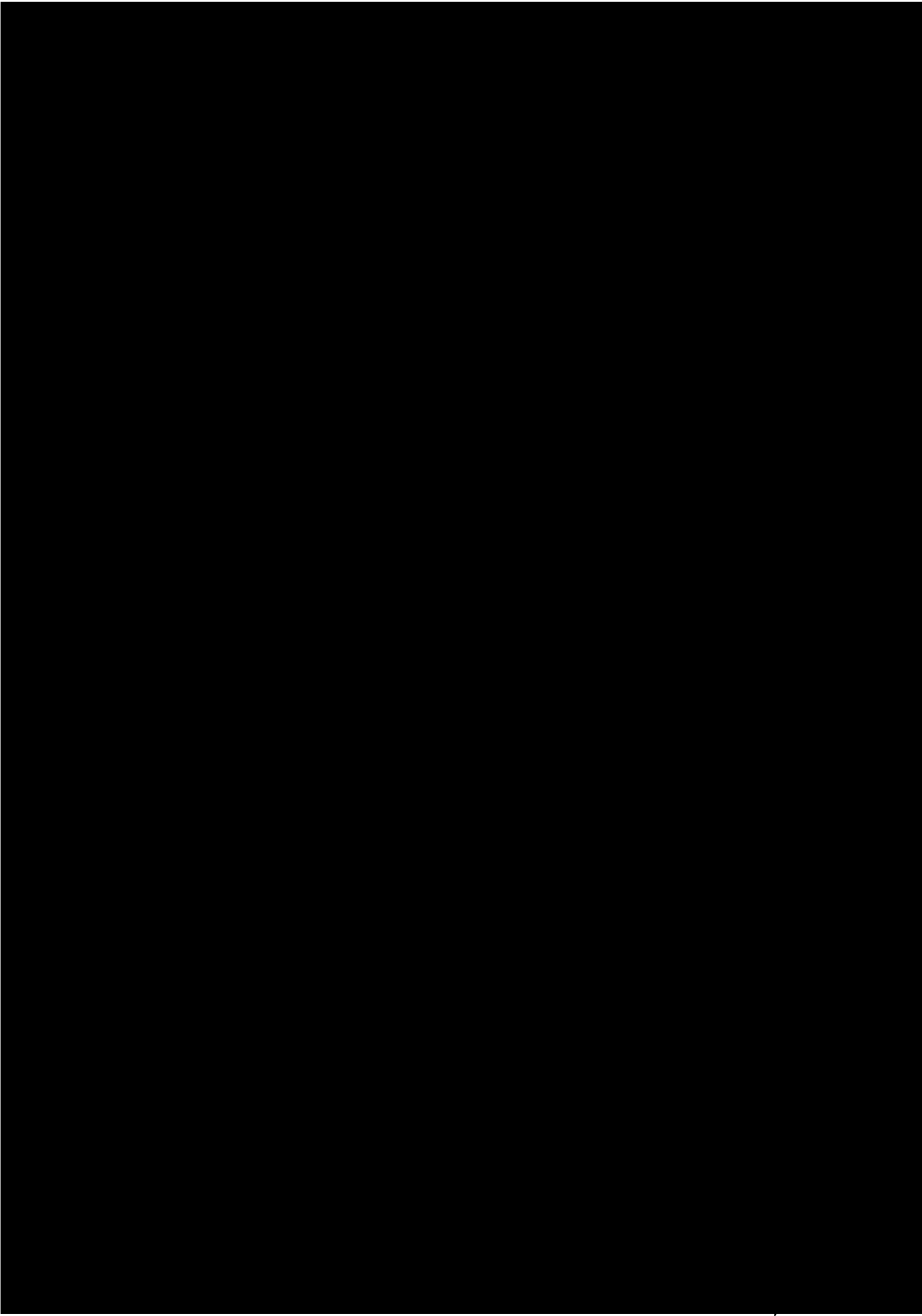


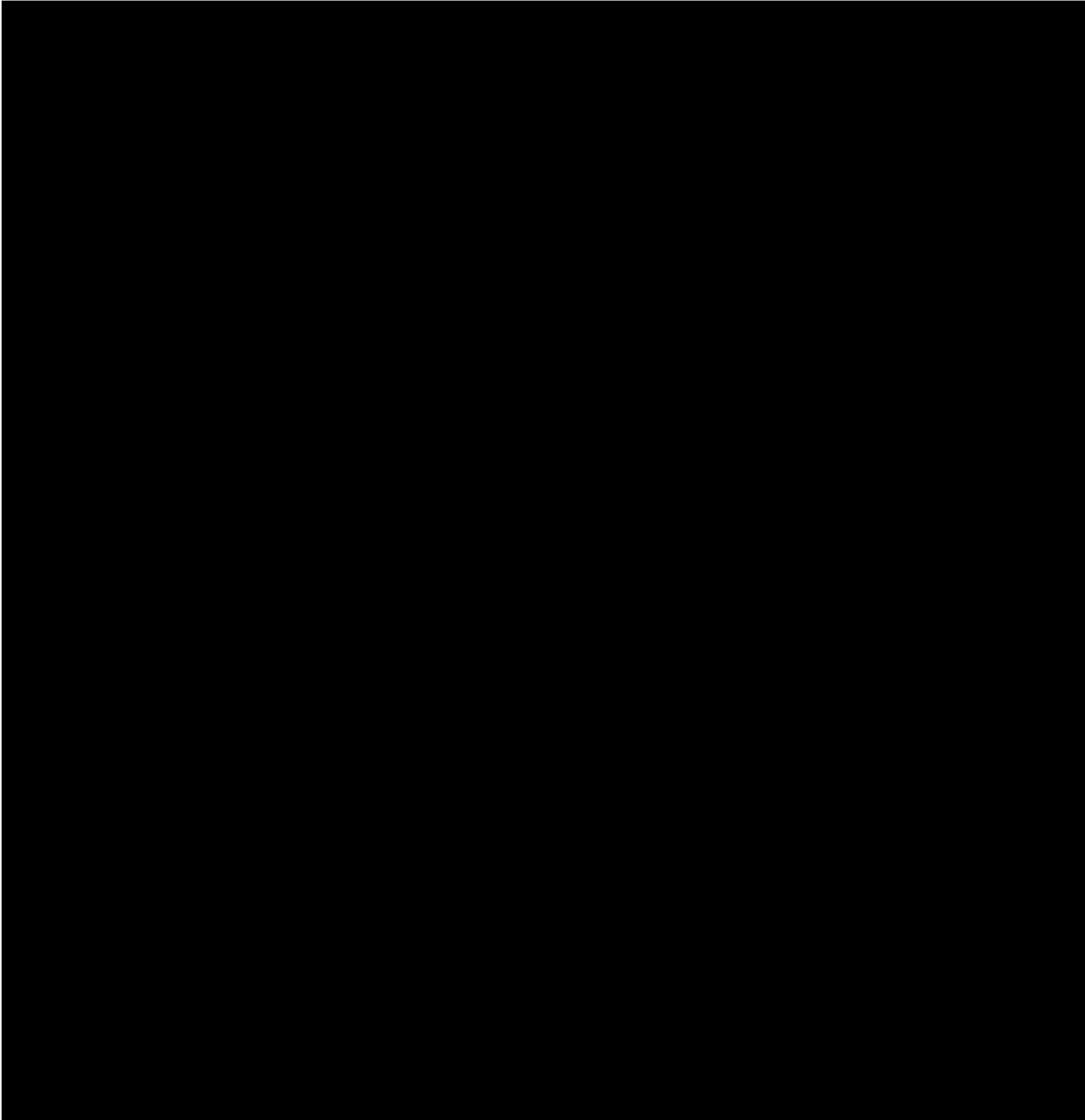
87 *[Handwritten signature]*

[Handwritten initials]
[Handwritten signature]

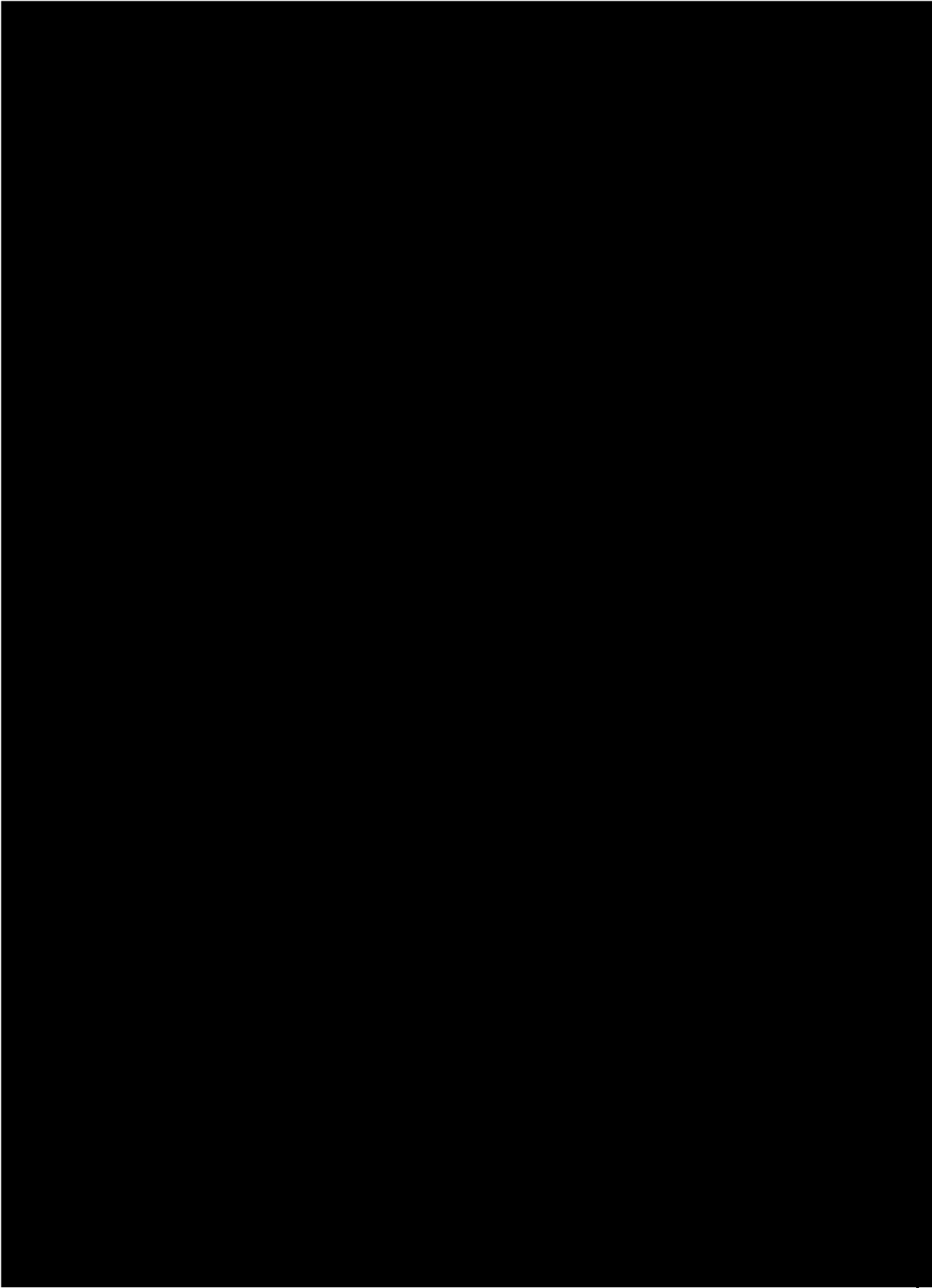


Handwritten initials/signatures:
S. (top right)
S. (middle left)
S. (middle right)
b (bottom right)

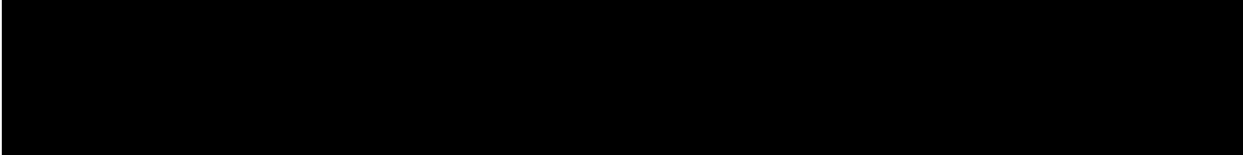




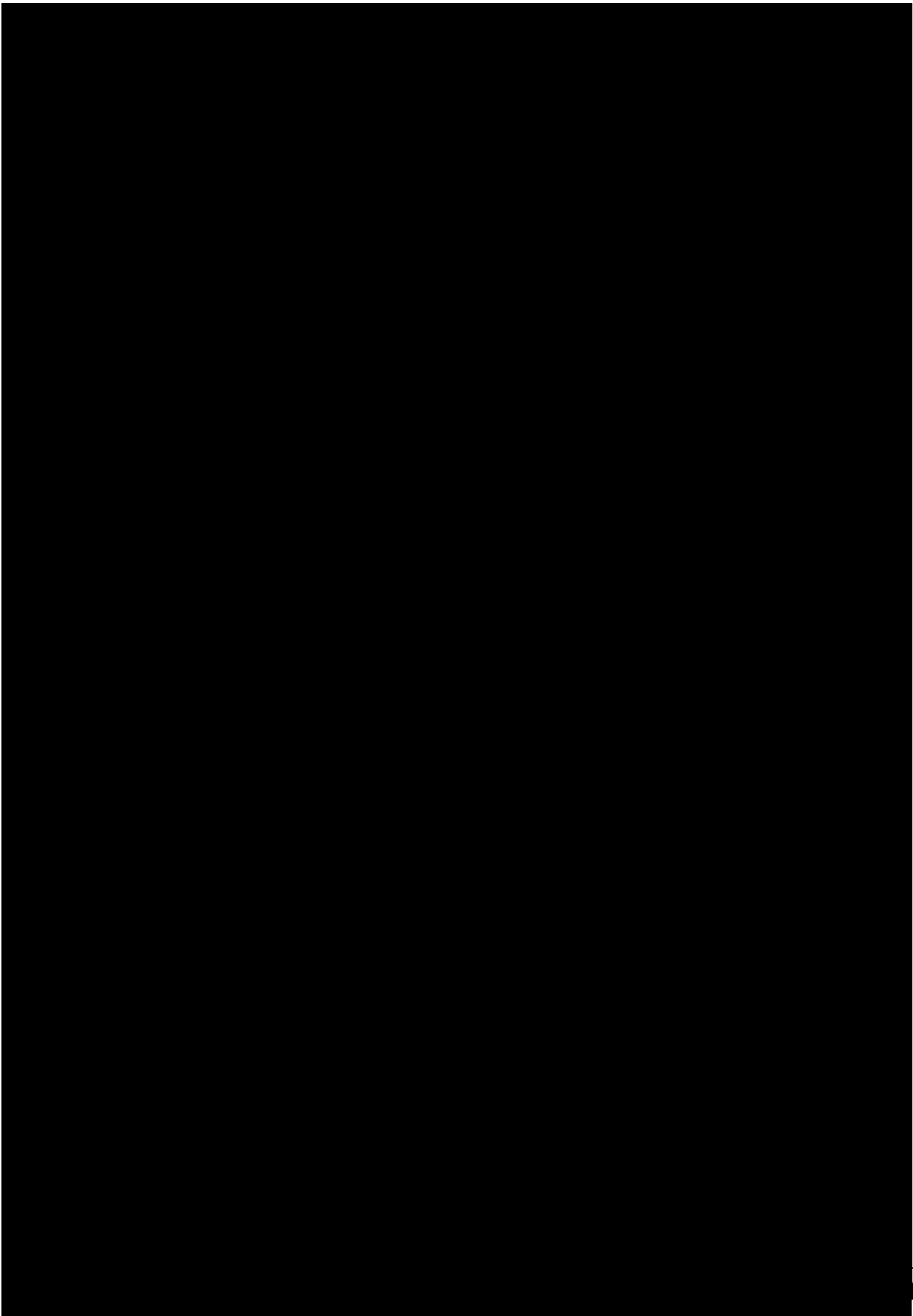
181
De
P.
page 28
f



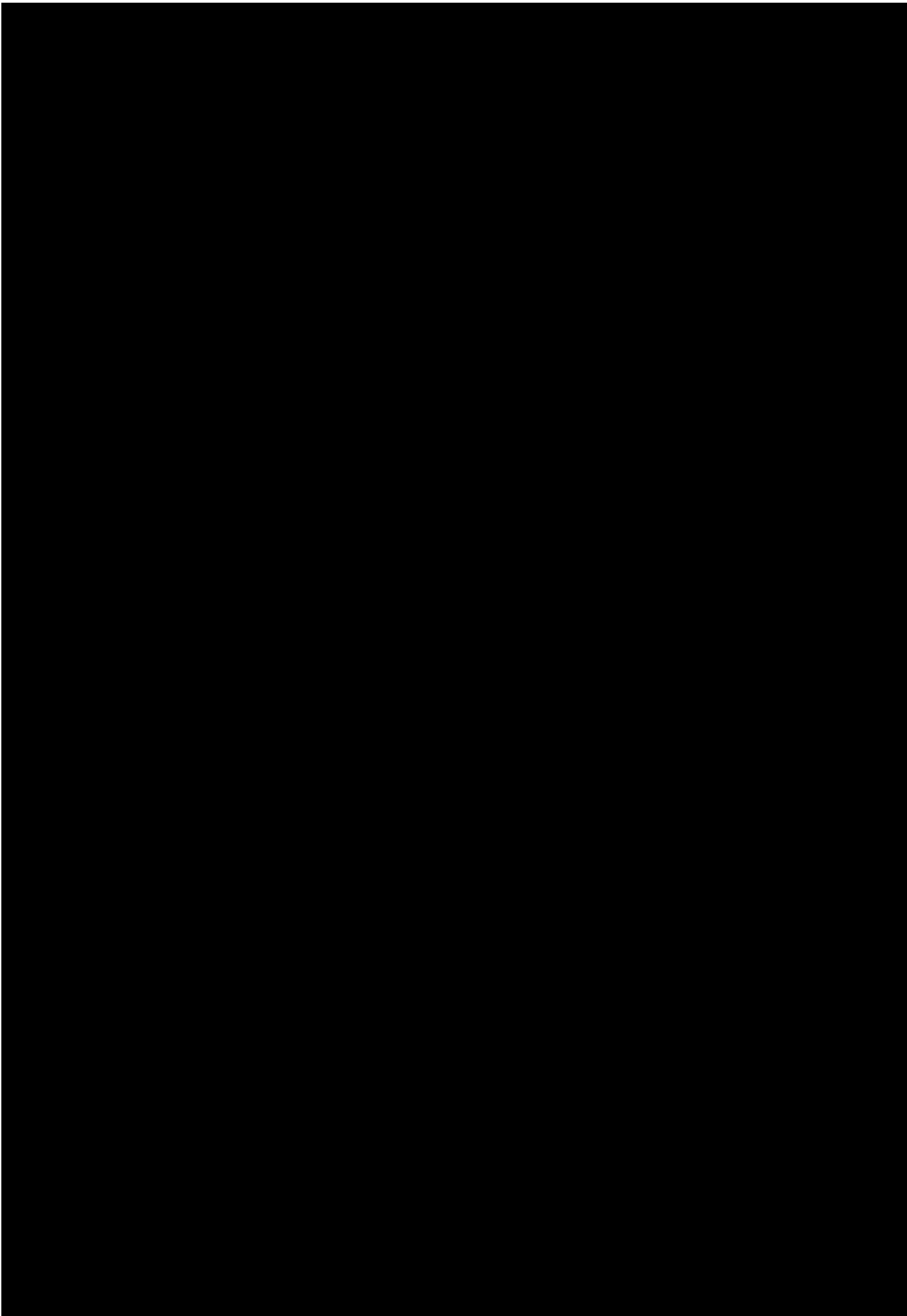
57 *[Handwritten signature]* *[Handwritten signature]* *[Handwritten signature]*
page 29 *[Handwritten signature]*

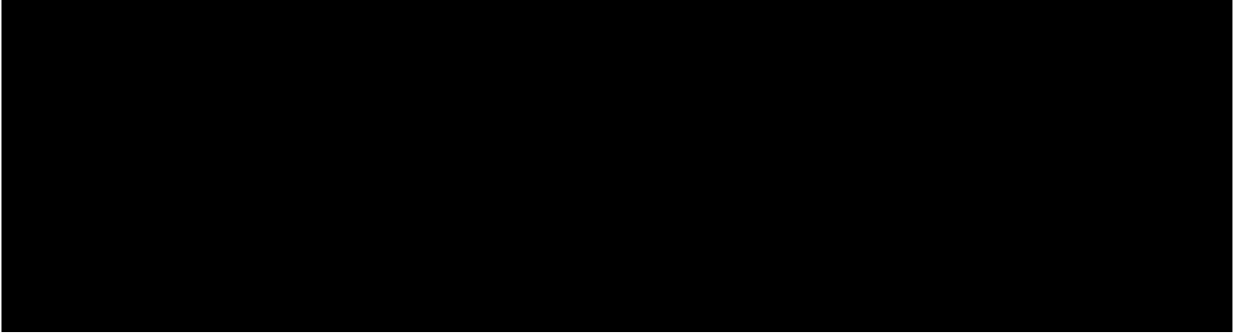


157
De
S.
page 30
d

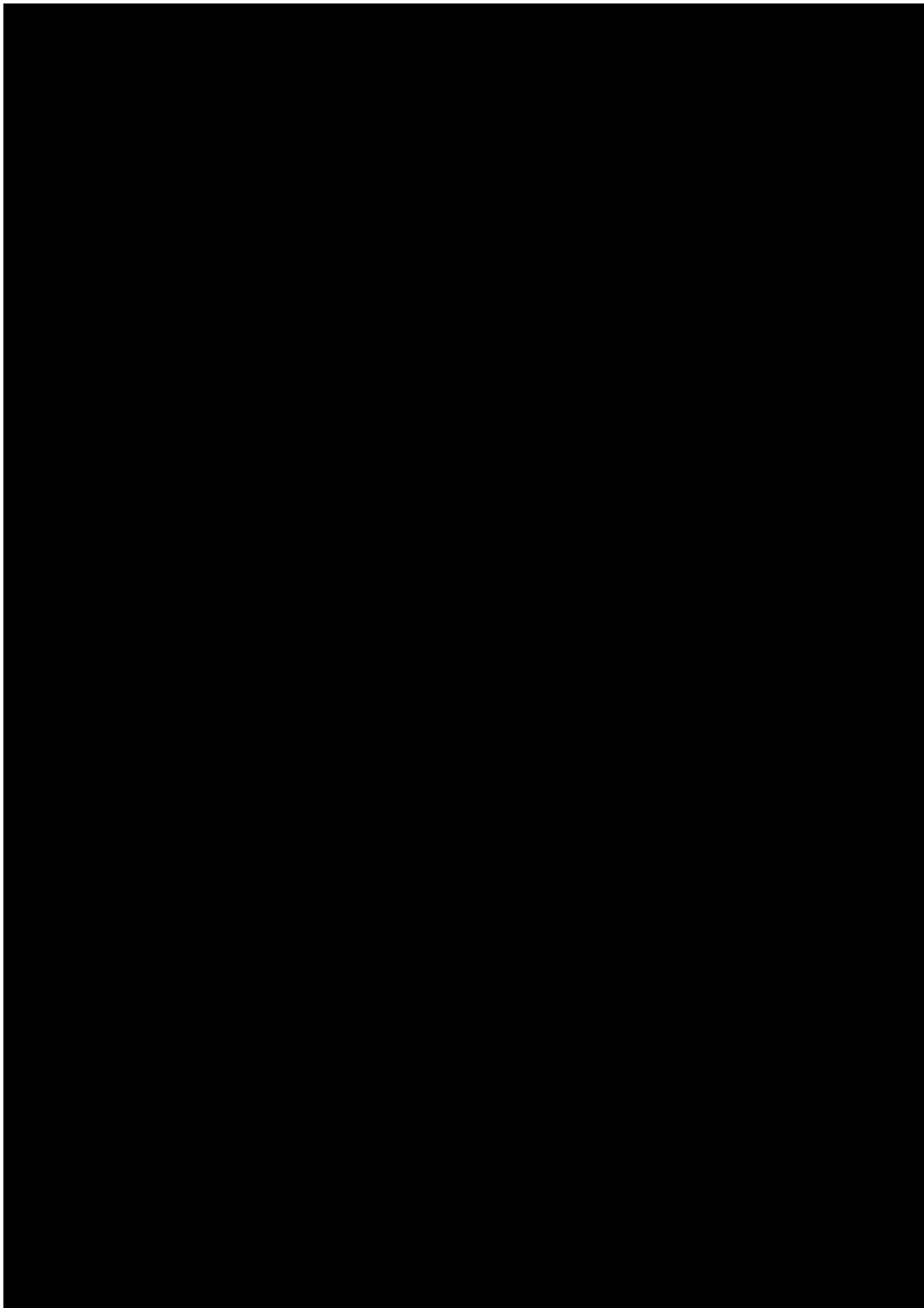


S. P. S.

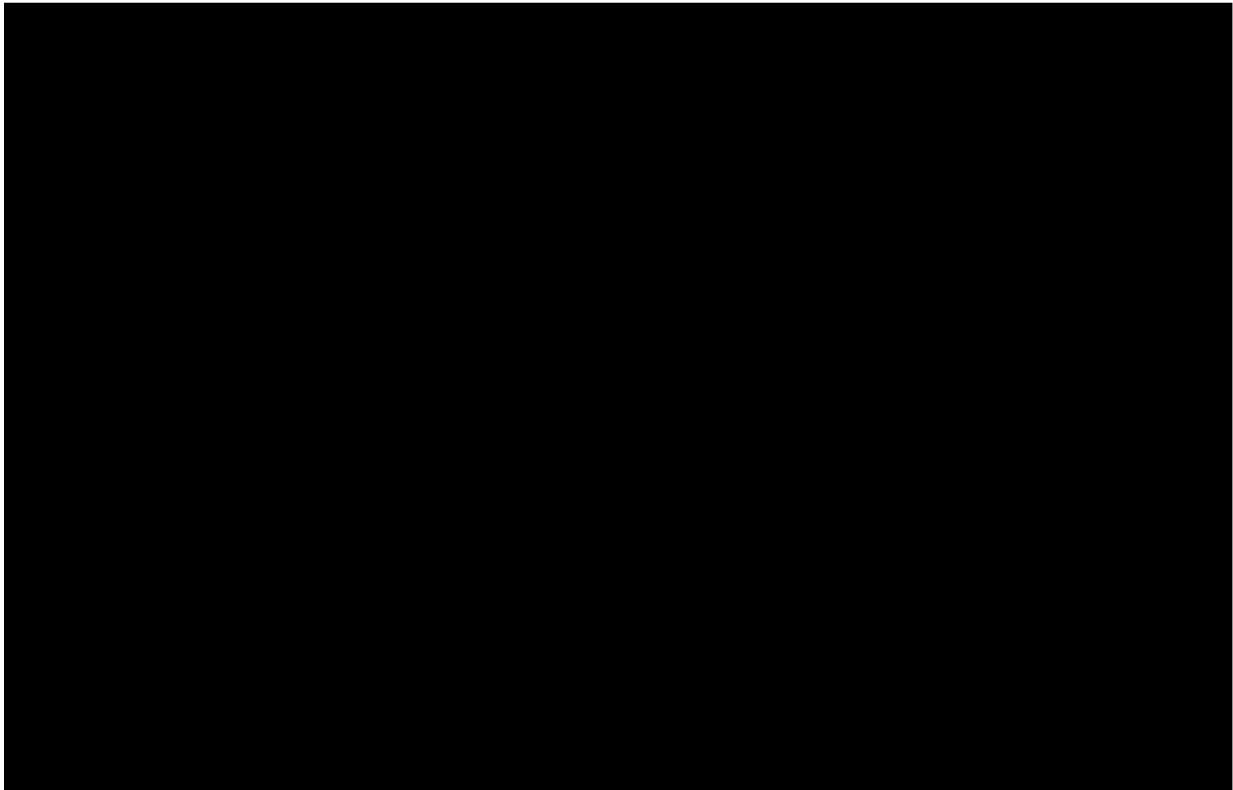




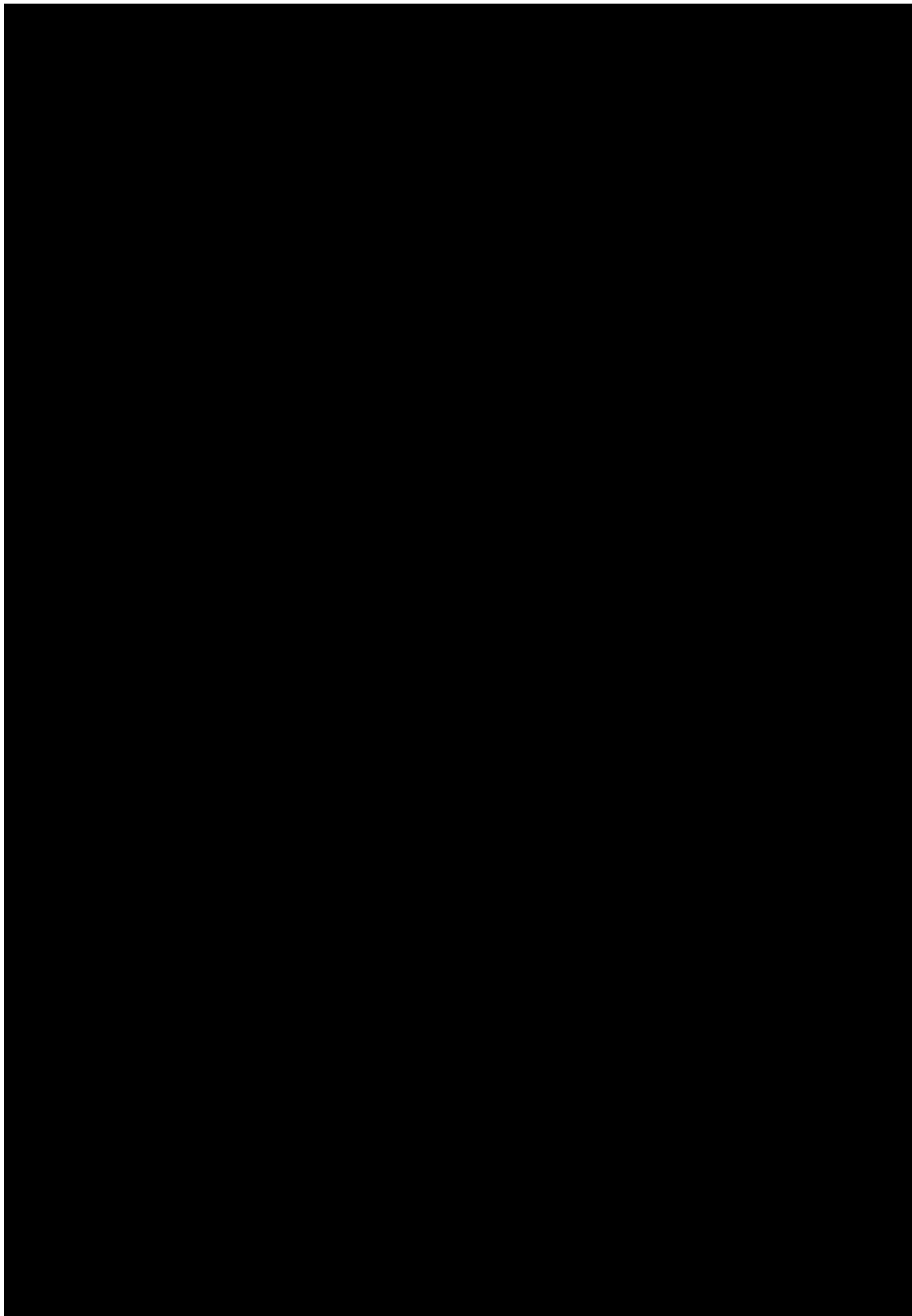
M. De B.
page 33
A



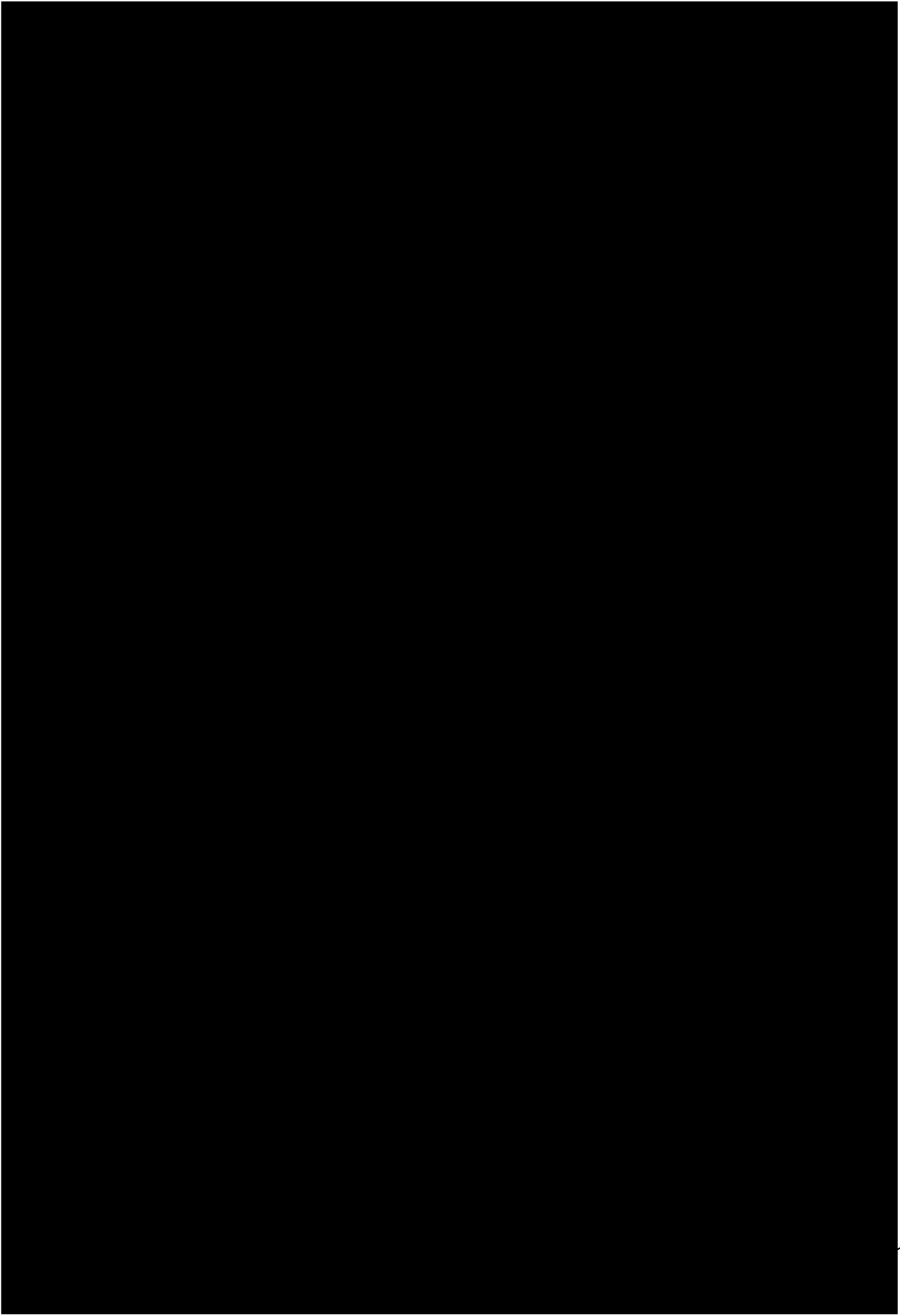
Handwritten initials/signatures: B, Lee, f, and a vertical mark resembling 'D.' on the right edge.



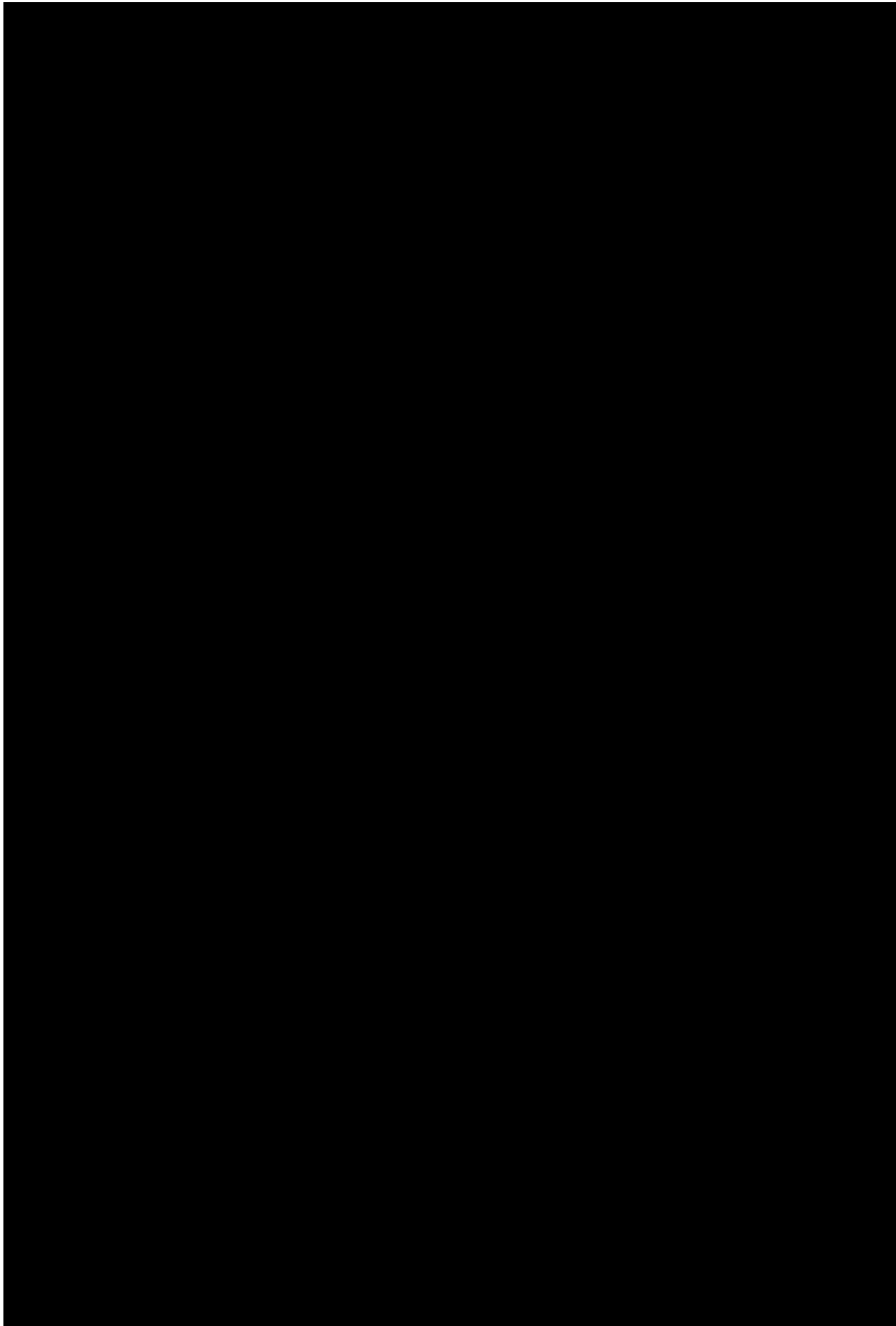
[Handwritten signatures]
page 35



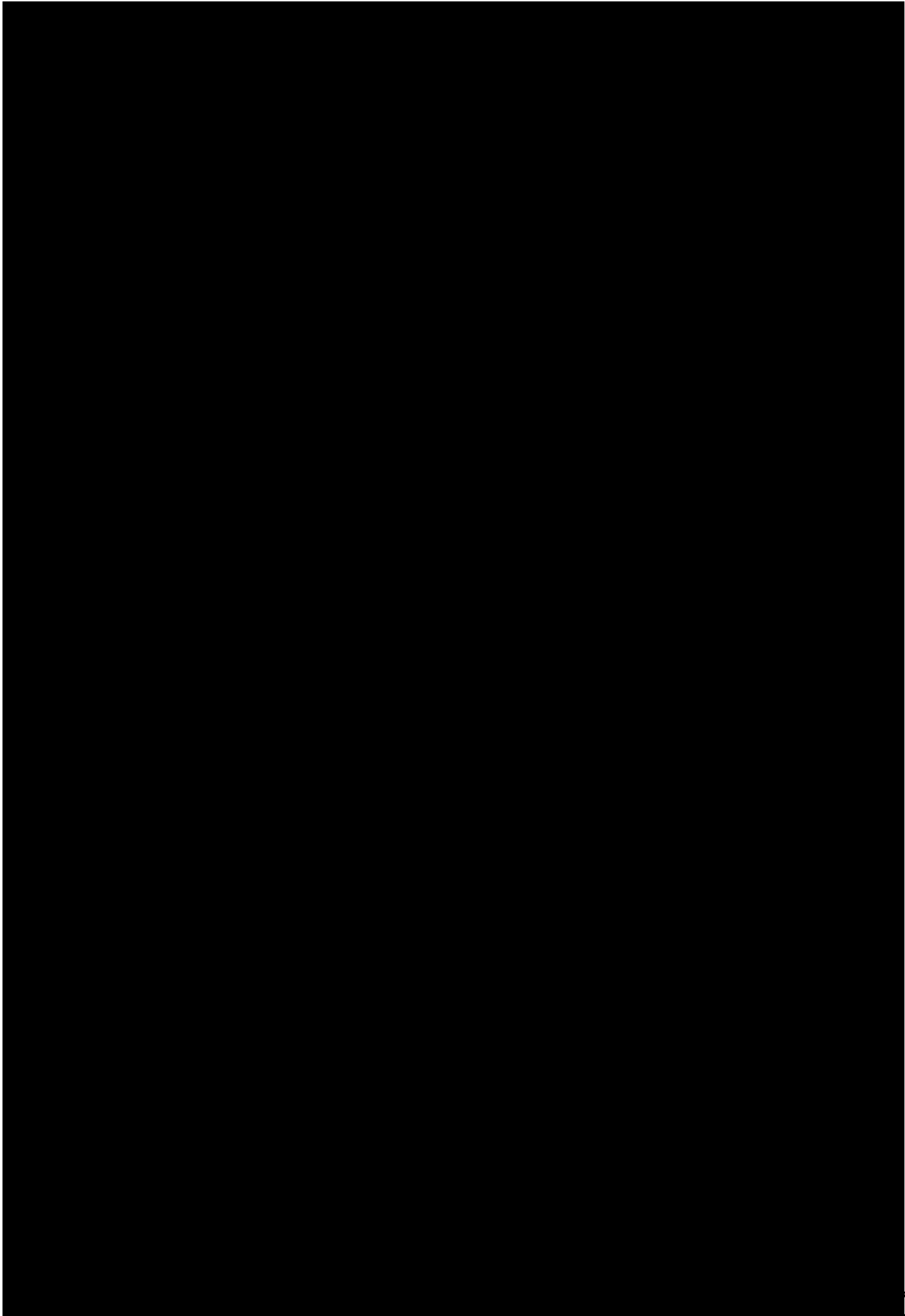
Handwritten marks and signatures at the bottom right of the page, including a circled 'S', a signature, and the text 'page 36'.



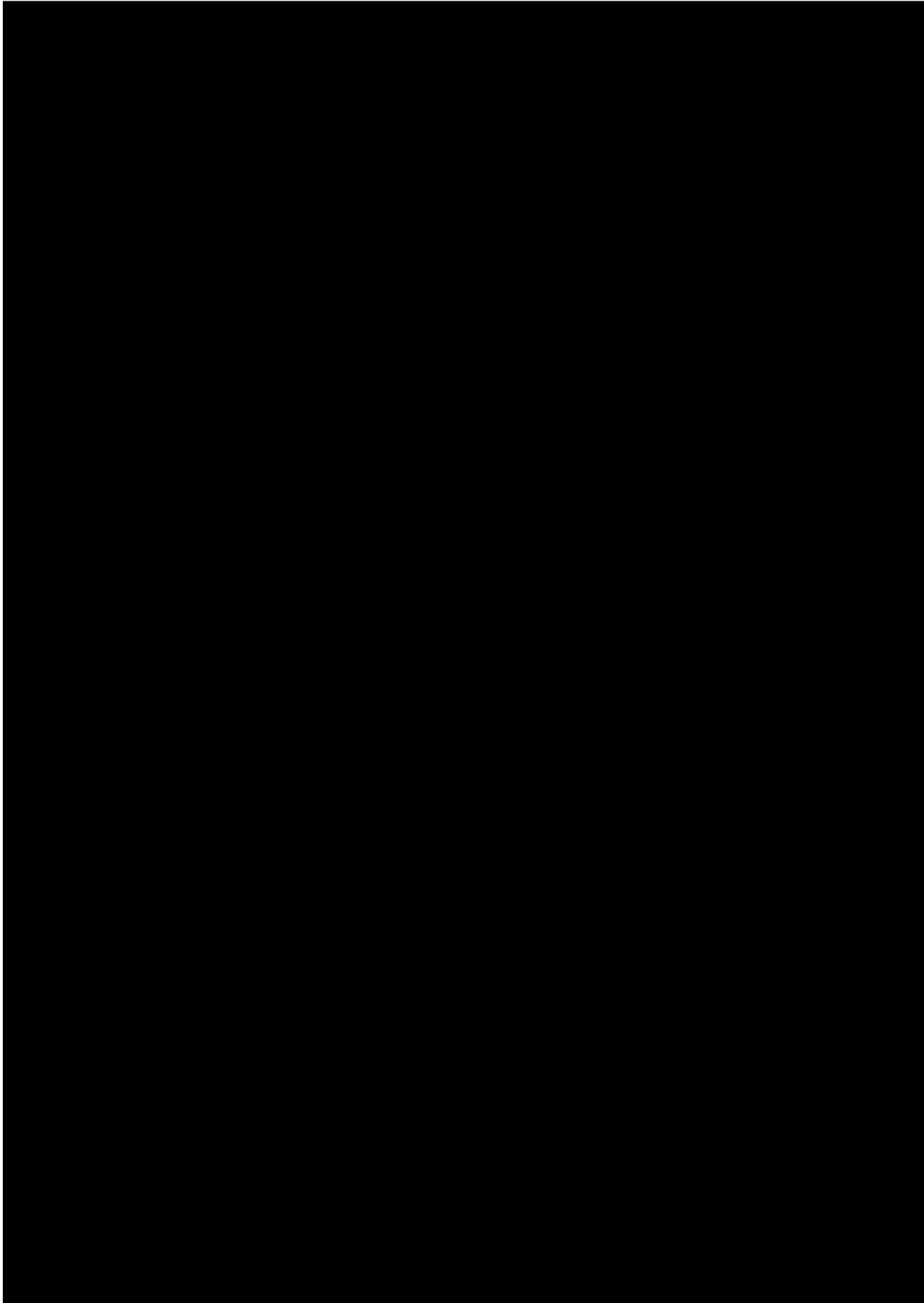
Handwritten initials and signatures: "B.", "S", a signature, and another signature.



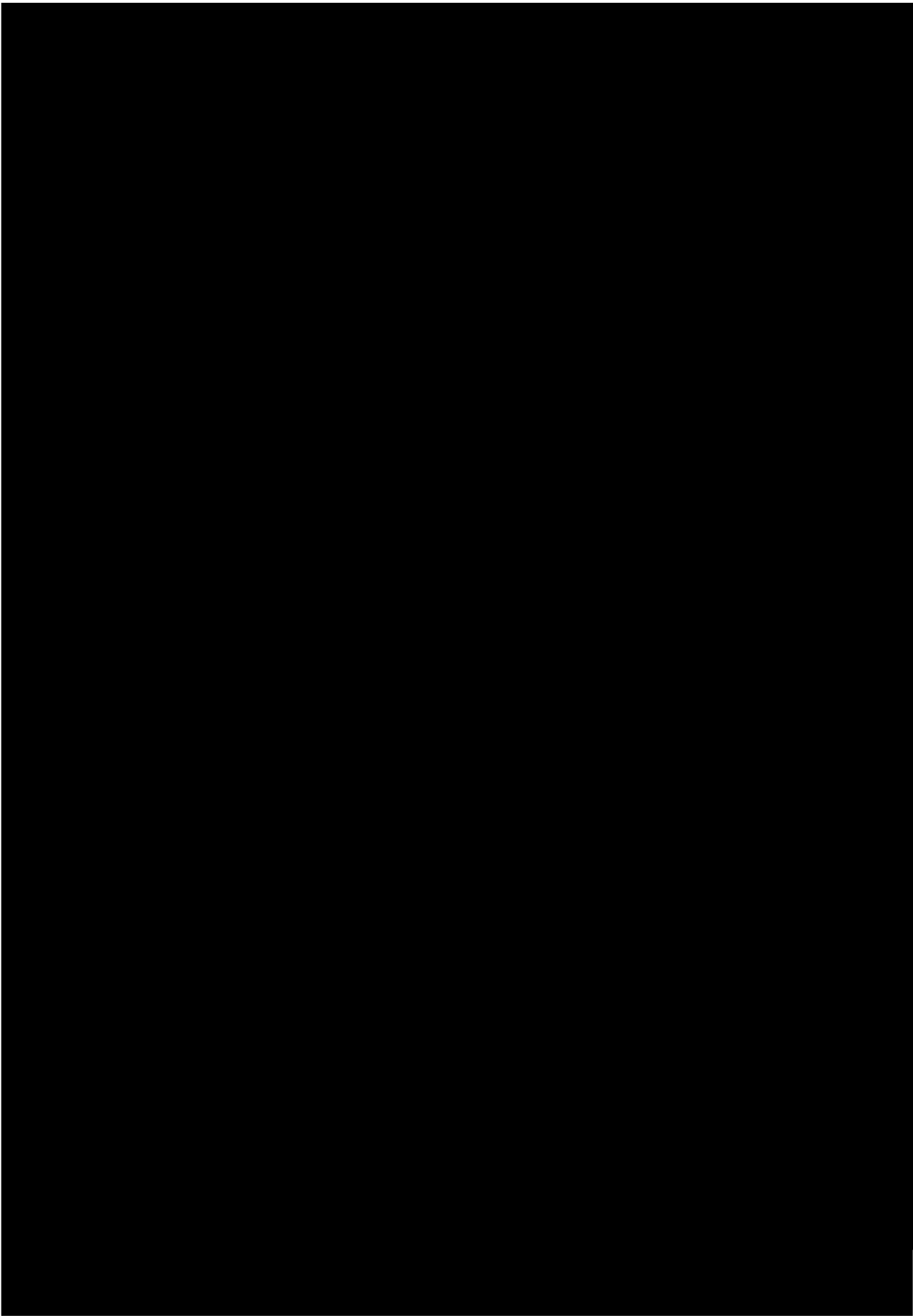
187
De
B-



Handwritten initials and signatures: "S", "De", "S.", and a signature.

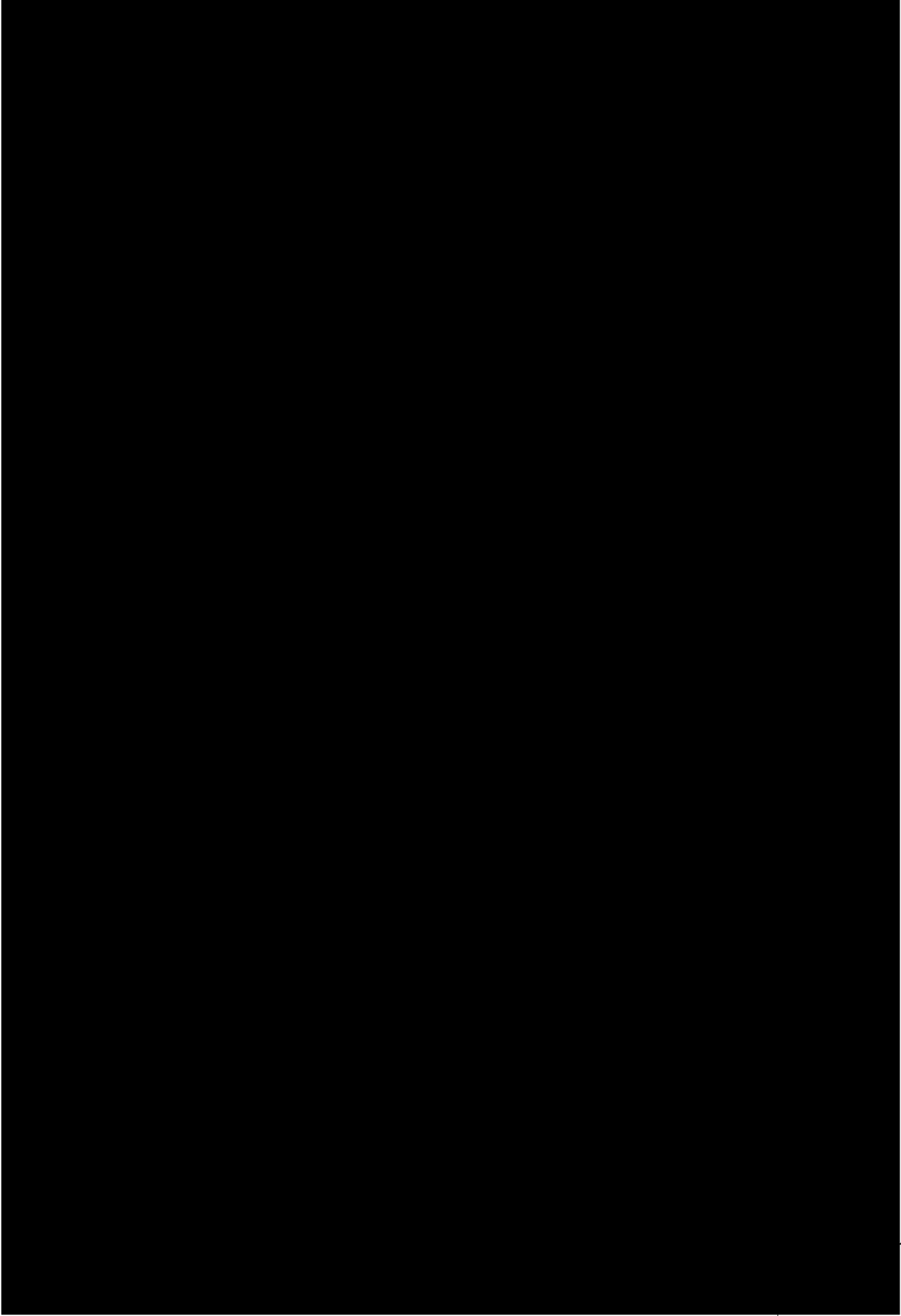


Handwritten signatures and initials, including a large stylized signature and the initials 'TS'.

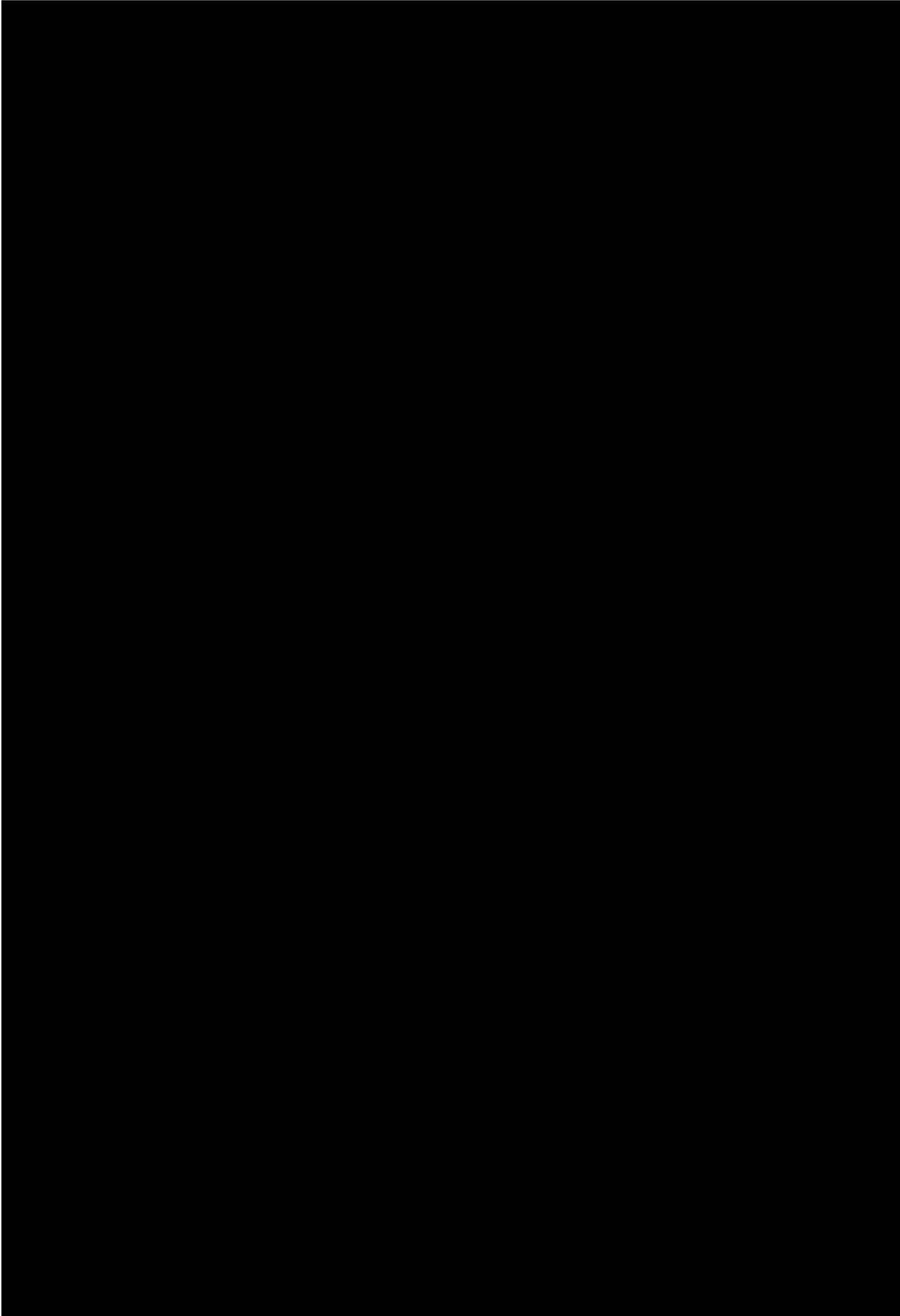


Handwritten initials/signature

Handwritten initials/signature

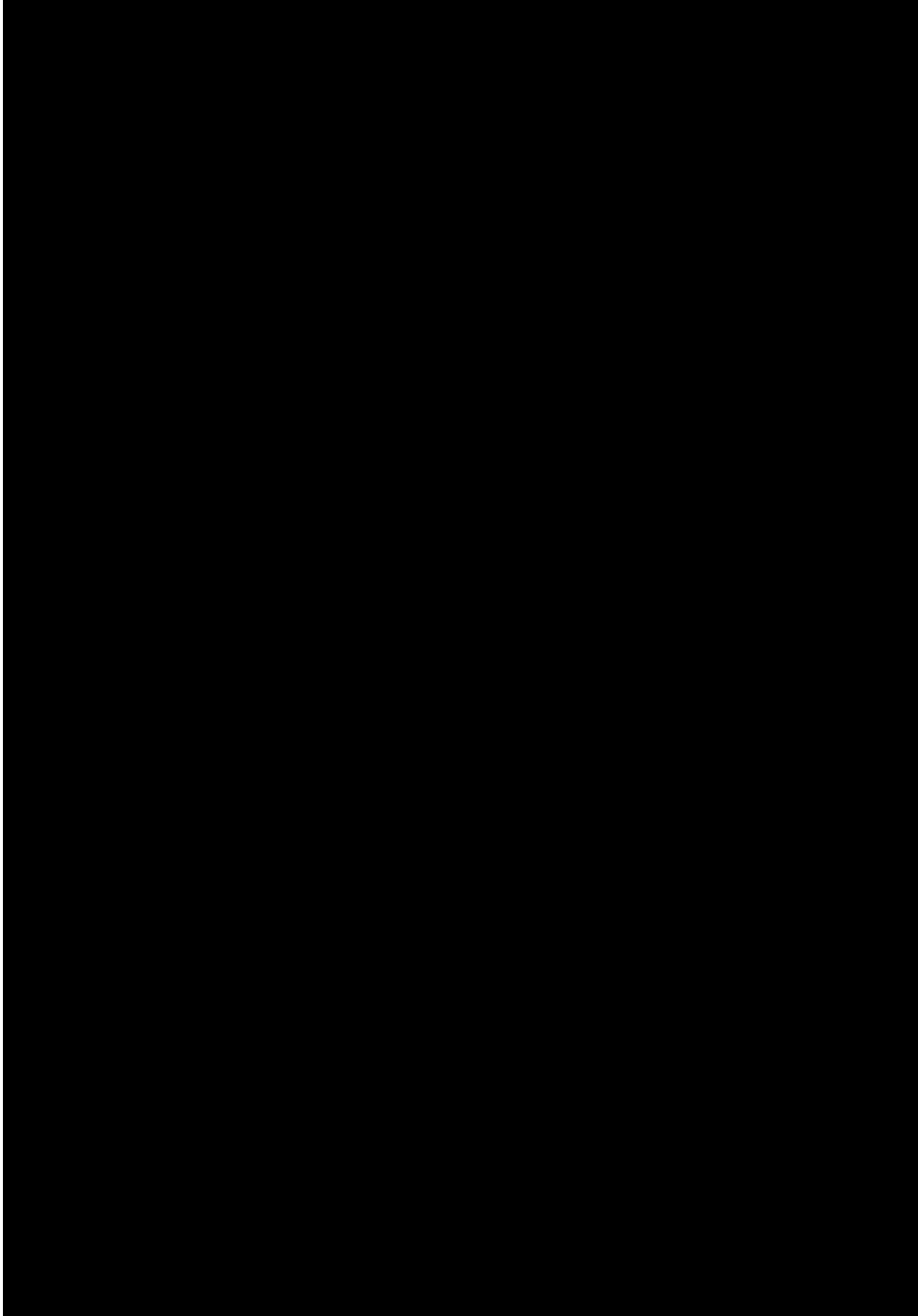


Handwritten signatures and initials:
B. (top right)
B. (bottom left)
Dell (bottom middle)
K (bottom right)

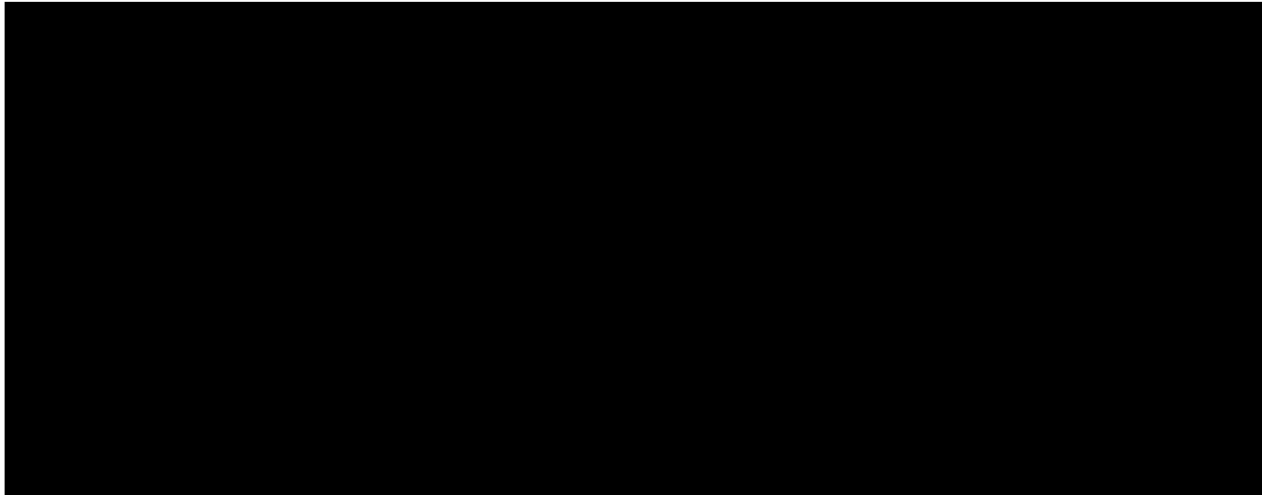


57 

TS
h

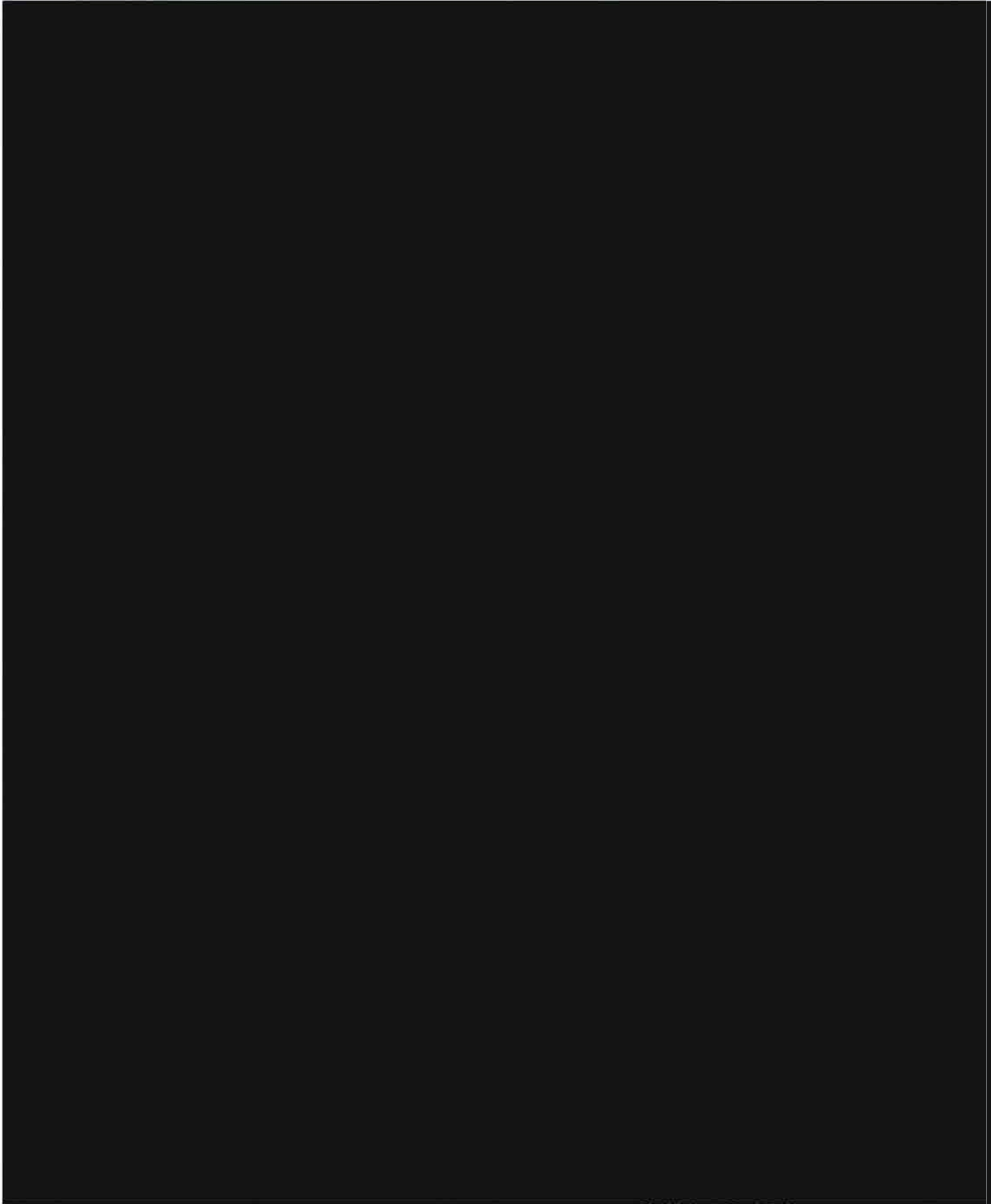


[Handwritten initials] *[Handwritten initials]* *[Handwritten initials]*



Handwritten initials and signatures: a stylized 'S', a signature, a signature, the text 'page 45', and another signature.

Schedule 3 - Transitional Handover Services Payment Schedule



Schedule 4 - SVC Contractor's Certificate

Construction Completion - North West Rail Link - Surface and viaduct civil works ("Project")

Clauses 1.1 and 11.11(d)

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

From: [] (ABN []) ("SVC Contractor")

In accordance with the terms of clauses 1.1 and 11.11(d) of the deed between the Principal and the SVC Contractor dated [], we hereby certify that Construction Completion of Portion [] has been achieved by the SVC Contractor on [] in accordance with the terms and conditions of the deed between the Principal and the SVC Contractor dated [] with respect to the Project.

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



Schedule 5 - Notice of Construction Completion

Construction Completion - North West Rail Link - Surface and viaduct civil works ("Project")

Clauses 1.1 and 11.11(e)(i)

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Transport for NSW

[insert address]

SVC Contractor

[insert address]

Dear [insert name]

**NOTICE OF CONSTRUCTION COMPLETION
SVC Project Deed ("Deed") North West Rail Link
Project Works - Portion [insert number]**

We refer to clause 11.11(e)(i) of the Deed and hereby advise you that:

Portion [insert number] reached the stage of Construction Completion on [insert date].

This Notice of Construction Completion does not relieve the SVC Contractor of its obligation to rectify Defects under clause 8 of the Deed and to complete other outstanding obligations under the Deed.

Yours sincerely

.....

[]

for and on behalf of the Independent Certifier



Schedule 6 - Quality Manager's Certificate

Construction Completion - North West Rail Link - Surface and viaduct civil works ("Project")

Clauses 1.1 and 4.3(c)(iii)

To: The Principal's Representative

From: Quality Manager

In accordance with the terms of clauses 1.1 and 4.3(c)(iii) of the deed between the Principal and [] (ABN []) and ("SVC Contractor") dated [] with respect to the Project, I hereby certify in relation to Portion [] that:

- (a) the SVC Contractor has complied with and satisfied the requirements of Principal's General Specification Q6;
- (b) the SVC Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 5.2 of the deed, subject to minor Defects as referred to in paragraph (a) of the definition of "Construction Completion";
- (c) the release of all Hold Points has been undertaken in accordance with the deed; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the deed.

.....
Signed by
[Quality Manager]



Schedule 7 - Independent Certifier's Certificate

Completion of Local Area Works - North West Rail Link - Surface and viaduct civil works ("Project")

Clause 8.6(e)

To: The Principal's Representative / The SVC Contractor

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

In accordance with the terms of clause 8.6(e) of the deed between the Principal and [] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, we hereby certify in relation to the Local Area Works described in the Schedule that:

- (a) the SVC Contractor has complied with and satisfied the requirements of Principal's General Specification Q6;
- (b) the SVC Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 5.2 of the deed, subject to minor Defects as referred to in paragraph (a) of the definition of "Construction Completion";
- (c) the release of all Hold Points has been undertaken in accordance with the deed;
- (d) all documentation has been recorded and submitted to the Principal's Representative in accordance with the deed; and
- (e) the construction complies with the requirements of the deed, including the SWTC, subject to minor Defects as referred to in paragraph (a) of the definition of "Construction Completion".

Schedule

[Insert description of Local Area Works]

.....

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



Schedule 8 - Subcontractor's Form of Design Certification

North West Rail Link - Surface and viaduct civil works ("Project")

Clauses 5.2(f) and 5.2(h)(i)

To: The Principal's Representative

From *[Insert name of Subcontractor]* (ABN []))

In accordance with the terms of clauses 5.2(f) and 5.2(h)(i) of the deed between the Principal and [] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, we hereby certify that:

- (a) the attached Design Documentation:
 - (i) complies with all the requirements of the deed, including the SWTC, in particular, the durability requirements in section 4.6 of the SWTC and the design life requirements of section 5.2 of the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work; and
 - (ii) is documented to enable construction in compliance with the deed; and
- (b) the Subcontractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Design Documentation.

.....

Signed for and on behalf of
[Insert name of Subcontractor]



Schedule 9 - SVC Contractor's Form of Design Certification

North West Rail Link - Surface and viaduct civil works ("Project")

Clauses 5.2(f) and 5.2(h)(ii)

To: The Principal's Representative

From: [] (ABN []) ("SVC Contractor")

In accordance with the terms of clauses 5.2(f) and 5.2(h)(ii) of the deed between the Principal and the SVC Contractor dated [] with respect to the Project, we hereby certify that:

- (a) the attached Design Documentation:
 - (i) complies with all the requirements of the deed, including the SWTC;
 - (ii) is documented to enable construction in compliance with the deed; and
 - (iii) does not involve or constitute any Change which has not been the subject of a Change Order under clause 6.2(a), a notice under clause 6.3(a), or a notice under clause 6.6(d); and
- (b) the SVC Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Design Documentation.

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



Schedule 10 - Quality Manager's Certificate

Last Defects Correction Period

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 4.3(c)(iv)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of clause 4.3(c)(iv) of the deed between the Principal and [] (ABN []) ("SVC Contractor") dated [] with respect to the Project, I hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the SVC Contractor has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the deed.

.....
Signed by
[Quality Manager]



Schedule 11 - Independent Certifier's Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 4.3(d)(iii)

To: The Principal's Representative

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

In accordance with the terms of clause 4.3(d)(iii) of the deed between the Principal and [] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the SVC Contractor has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the Principal's Representative in accordance with the deed.

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



Schedule 12 - Approved Subcontractors**Clause 2.2(d)**

Part of the SVC Contractor's Activities	Subcontractor
<i>Design Consultants</i>	
Design consultant for the SVC project responsible for: <ul style="list-style-type: none"> • Geotechnical design; • Bridges, viaduct and structural engineering; • Drainage and flooding analysis and design; • Utilities and services design; • Traffic and safety engineering; and • Construction support. 	SMEC Benaim Partnership (ACN 065 475 149; ABN 47 065 475 149)
Lead design consultant coordinating specialist architectural and landscape design consortium (including TFP and Turf) responsible for the integration of the project look and feel into the overall NWRL Strategy and urban environment. DesignInc will provide architectural/urban design local perspective	DesignInc (ACN 003 008 820; ABN 87 003 008 820)
TFP – Architectural Design (international perspective)	TFP Farrells Limited
Landscape Design	Turf Design Inc (ACN 097 739 663; ABN 77 097 739 663)
<i>Geotechnical Designers</i>	
Specialist geotechnical consultant responsible for field investigations and providing specialist geotechnical advice.	JK Geotechnics (ACN 003 550 801; ABN 17 003 550 801)
<i>Construction entities</i>	
Support the SVC Contractor in carrying out civil and structural works and provide resources for precasting works as a subcontractor.	Fulton Hogan Australia (ACN 010 240 758; ABN 46 010 240 758)
Support the SVC Contractor in carrying out civil/structural works (Arenco) and earthworks (Daracon) in a subcontractor role.	Daracon Group – Arenco / Daracon Daracon (ACN 002 640 262; ABN 84 002 640 262) Arenco (ACN 002 671 392; ABN 61 002 671 392)
Provide post tensioning and grouting support to the SVC Contractor in a subcontract role.	Structural Systems (Civil) Pty Ltd (ACN 083 214 439; ABN 31 083 214 439)
<i>Advisors, including specialist environmental and sustainability support</i>	
Sustainability, environmental management, air quality,	WSP Buildings Pty Ltd

SVC Project Deed Schedules

acoustics and fire protection.	(ACN 005 113 468; ABN 47 005 113 468)
Stakeholder and community engagement and media relations	URBIS Pty Ltd (ACN 105 256 228; ABN 50 105 256 228)



Schedule 13 - Subcontract Terms

Clause 2.2(h)

The following terms must be included in each Subcontract referred to in clause 2.2(h) of the deed.

A. Dispute Resolution

A clause providing that any disputes between the SVC Contractor and the Subcontractor that concern issues that are the same or similar as issues that may arise between the Principal and the SVC Contractor under the deed will be conclusively resolved in accordance with the dispute resolution provisions under clause 15 of the deed. Likewise, where a Dispute is resolved between the Principal and the SVC Contractor under the deed relating to an issue which is the same or similar as an issue that may arise between the SVC Contractor and the Subcontractor under the Subcontract, it will be conclusively resolved under clause 15 of the deed.

B. Civil Liability Act

A clause that complies with the requirements set out in clause 9.4 of the deed.

C. Novation

A clause providing that if the deed is terminated for any reason or the Principal takes over the SVC Contractor's work, the SVC 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 41.

D. 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 13 (unless such insurance has been arranged by the SVC Contractor for the Subcontractor).

E. Assignment and subcontracting

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



Schedule 14 - Designer's Deed of Covenant

Clause 2.2(i)

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

BACKGROUND

- A. Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee St, Chippendale NSW 2008 has engaged [] (ABN []) of [] ("SVC Contractor") to carry out certain works on its behalf by a deed dated [] ("Deed").
- B. The SVC Contractor has engaged [] ("Designer") 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 SVC 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 5.2(f) 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.

SCHEDULE

[INSERT DESCRIPTION OF DESIGN WORK]

EXECUTED as a deed poll.



Schedule 15 – Approvals

Clause 2.3(b)(i)

1. Existing Approvals

The Project Planning Approvals.

The EPBC Act Approval.

2. Future Approvals to be obtained by the Principal

Windsor Road Bridge Modification.



Schedule 16 - Environmental Documents and Approval Conditions

Clauses 1.5, 2.3(b)(ii) and 2.3(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 3.8 of the Scope of Works and Technical Criteria and Appendix 7 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 SVC Contractor must, in performing the SVC 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 16 provides that the Principal will comply with the obligation, condition or requirement or Schedule 16 limits the SVC 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).

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

- (c) any obligation of the SVC 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
- (d) the SVC Contractor's obligation to comply with:
 - (i) conditions C3, C4, C24, E31 and E38 of Project Planning Approval 1;
 - (ii) mitigation measures EH9, EH10, EH 11, EH12, SW39 and W1 - 16 identified in Chapter 7 of the submissions report (being the document entitled "Submissions Report, Stage 1 - Major Civil Construction Works, Incorporating Preferred Infrastructure Report" dated July 2012 and forming part of Project Planning Approval 1) ("**Project Planning Approval 1 Submissions Report**");
 - (iii) conditions C25, C26, C48, E5 and E25 of Project Planning Approval 2; and
 - (iv) mitigation measures EH9, EH10, EH 11, EH12 and W1 - 16 identified in Chapter 9 of the submissions report (being the document entitled "Submissions Report Stage 2 - Stations, Rail Infrastructure and Systems, Incorporating Preferred Infrastructure Report" dated March 2013 and



forming part of Project Planning Approval 2) ("**Project Planning Approval 2 Submissions Report**").

Project Planning Approval 1

The Principal will:

- (e) in relation to Project Planning Approval 1:
 - (i) be responsible for condition B6;
 - (ii) be responsible for condition B9;
 - (iii) be responsible for condition C5, except that the SVC Contractor must provide the Principal with all the information, documents, details and data:
 - A. relating to the SVC Contractor's Activities that are required to develop and submit a "Biodiversity Offset Package" (as more particularly described in condition C5) for the approval of the Director General of the Department of Planning and Infrastructure ("**Director General**"); and
 - B. arising from the monitoring referred to in condition C1 as it relates to biodiversity outcomes;
 - (iv) be responsible for condition C11 to the extent only of monitoring affected waterways and/or groundwater resources that have not been certified by an independent expert as being rehabilitated to an acceptable condition prior to the Portion Handover Date for each Portion to achieve Construction Completion. The SVC Contractor must provide the Principal with all the information and physical resources required to continue the water quality monitoring program for three years after the Portion Handover Date for each Portion or until the affected waterways and/or groundwater resources have been certified by an independent expert as being rehabilitated to an acceptable condition;
 - (v) be responsible for conditions C15 and C16, only to the extent that they form part of the scope of the Early Works, as described in Appendix 4 of the SWTC;
 - (vi) be responsible for condition C28, except that the SVC Contractor must provide a "Traffic and Transport Representative" in accordance with section 3.14(b) of the SWTC;
 - (vii) be responsible for condition D1, except that the SVC Contractor must:
 - A. provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to prepare and implement a "Stakeholder and Community Involvement Plan" (as more particularly described in condition D1) for the approval of the Director General;



- B. implement the plan prepared by the Principal to the extent required by this deed (including in accordance with section 3.14 of the SWTC) or otherwise required by the Principal;
- (viii) be responsible for condition D2;
- (ix) be responsible for condition D3, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to prepare and implement a "Construction Complaints Management System" (as more particularly described in condition D3) consistent with AS 4269 and maintain a complaints register;
- (x) to be responsible for condition D4, except that the SVC Contractor must provide the Principal with all information, documents, details and data relating to the SVC 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 North West Rail Link;
- (xi) responsible for condition D5, except that the SVC Contractor must provide the Principal with all information, documents, details and data relating to the SVC Contractor's Activities that are required to develop and implement a "Compliance Tracking Program" (as more particularly described in condition D5) to track compliance with the requirements of the Approval;
- (xii) be responsible for condition E9;
- (xiii) be responsible for condition E10;
- (xiv) be responsible for condition E44;
- (xv) be responsible for condition E47, except that the SVC Contractor must provide the Principal with all the physical resources (including monitoring equipment and devices), information, documents, details and data relating to the SVC Contractor's Activities that are required to ensure that relevant measures identified within the Construction Environmental Management Plan (conditions E46) continue to be implemented, as required, to manage ongoing environmental impacts after the Portion Handover Date.
- (f) in relation to the mitigation measures identified in Chapter 7 of the Project Planning Approval I Submissions Report:
- (i) be responsible for mitigation measure T2, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to notify the public of proposed traffic changes by newspaper, radio, project web site and other forms of community liaison;
- (ii) be responsible for mitigation measure T11;
- (iii) be responsible for mitigation measure T12, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractors Activities



that are required to enable the Principal to comply with this mitigation measure;

- (iv) be responsible for mitigation measure EH3;
- (v) be responsible for mitigation measure EH4;
- (vi) be responsible for mitigation measure EH6;
- (vii) be responsible for mitigation measure EH7;
- (viii) be responsible for mitigation measure EH8;
- (ix) be responsible for mitigation measure IH5;
- (x) be responsible for mitigation measure LB2, except that the SVC Contractor must provide the specialist place managers with all the information relating to the SVC Contractor's Activities required to ensure that the specialist place managers can provide timely responses to local residents, business people and community groups;
- (xi) be responsible for mitigation measure LB3, except that the SVC Contractor must provide the Principal with all the information relating to the SVC Contractor's Activities required to develop a business impact register that identifies and rates specific impacts associated with construction related works for individual businesses;
- (xii) be responsible for mitigation measure LB4, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to maintain a toll free number and website to enable business owners and/or operators to receive prompt responses to their concerns, access information and view assistance measures in place during construction related works;
- (xiii) be responsible for mitigation measure LC1, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to liaise with statutory organisations, the Department of Planning and Infrastructure (DP&I) and local Councils to ensure the North West Rail Link is integrated with local and regional land use planning;
- (xiv) be responsible for mitigation measure LC2, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal and the specialist place managers to consult with the community throughout the project planning and construction phases to ensure that community members have adequate information about the project, the timing and scope of activities in their local area and impacts on their local facilities and recreational areas;
- (xv) be responsible for mitigation measure LC3;
- (xvi) be responsible for mitigation measure LC4;
- (xvii) be responsible for mitigation measure LC5;



- (xviii) be responsible for mitigation measure LC6;
- (xix) be responsible for mitigation measure LC7;
- (xx) be responsible for mitigation measure LC8;
- (xxi) be responsible for mitigation measure LC9;
- (xxii) be responsible for mitigation measure LC10, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with Emmanuel Baptist Church and Anglican Technical College Western Sydney to identify specific mitigation measures to reduce operational and amenity impacts on their facilities during construction;
- (xxiii) be responsible for mitigation measure LC11, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with The Hills Shire Council regarding the implications of the project in relation to the Balmoral Road release area;
- (xxiv) be responsible for mitigation measure LC12, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with relevant stakeholders regarding the implications of the project on the Rouse Hill Town Centre Northern frame works;
- (xxv) be responsible for mitigation measure LC13, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with DP&I, Blacktown City Council and relevant stakeholders regarding the implications of the project on the proposed land use plan for Area 20; and
- (xxvi) be responsible for mitigation measure E16, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to develop and submit a biodiversity offset package for the approval of the Director General.

The SVC Contractor must comply with conditions C27 and E35 of Project Planning Approval 1 in a manner that is consistent with any Third Party Agreement with RMS to the extent that RMS is the relevant roads authority for the purposes of the conditions.

Project Planning Approval 2

Nothing in this section in any way limits or affects any obligation of the SVC Contractor in relation to its obligations under Project Planning Approval 1.

The Principal will:

- (a) in relation to Project Planning Approval 2:
 - (i) be responsible for condition B6;
 - (ii) be responsible for condition B9;



- (iii) be responsible for conditions C1;
- (iv) be responsible for conditions C5 to C8;
- (v) be responsible for conditions C10 to C14;
- (vi) be responsible for conditions C17 to C19;
- (vii) be responsible for condition C20, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to prepare the "Operational Noise and Vibration Review" (as more particularly described in condition C20);
- (viii) be responsible for conditions C21 to C22;
- (ix) be responsible for C30 and C31;
- (x) be responsible for conditions C39 to C41;
- (xi) be responsible for condition C44 to the extent that it relates to the Project Works or the SVC Contractor's Activities;
- (xii) be responsible for condition C51;
- (xiii) be responsible for condition D1, except that the SVC Contractor must:
 - A. provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to prepare and implement a "Stakeholder and Community Involvement Plan" (as more particularly described in condition D1) for the approval of the Director General;
 - B. implement the plan prepared by the Principal to the extent required by this deed (including in accordance with section 3.14 of the SWTC) or otherwise required by the Principal;
- (xiv) be responsible for condition D2;
- (xv) be responsible for condition D3, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to prepare and implement a "Construction Complaints Management System" (as more particularly described in condition D3) consistent with AS 4269 and maintain a complaints register;
- (xvi) be responsible for condition D4, except that the SVC Contractor must provide the Principal with all information, documents, details and data relating to the SVC 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 North West Rail Link;
- (xvii) be responsible for condition D5, except that the SVC Contractor must provide the Principal with all information, documents, details and data



relating to the SVC Contractor's Activities that are required to develop and implement a "Compliance Tracking Program" (as more particularly described in condition D5) to track compliance with the requirements of the Approval;

- (xviii) be responsible for condition E32; and
- (xix) be responsible for conditions F1 to F4; and
- (b) in relation to the mitigation measures identified in Chapter 9 of the Project Planning Approval 2 Submissions Report:
 - (i) be responsible for mitigation measures OpSG1 to OpSG5;
 - (ii) be responsible for mitigation measures OpT1 to OpT5;
 - (iii) be responsible for mitigation measure T2, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractor's Activities that are required to notify the public of proposed traffic changes by newspaper, radio, project web site and other forms of community liaison;
 - (iv) be responsible for mitigation measure T11;
 - (v) be responsible for mitigation measure T12, except that the SVC Contractor must provide the Principal with all the information, documents, details and data relating to the SVC Contractors Activities that are required to enable the Principal to comply with this mitigation measure;
 - (vi) be responsible for mitigation measures T13 to T15;
 - (vii) be responsible for mitigation measures OpNV1 to OpNV13;
 - (viii) be responsible for mitigation measure OpEH1;
 - (ix) be responsible for mitigation measures EH3 to EH8;
 - (x) be responsible for mitigation measure OpIH1;
 - (xi) be responsible for mitigation measure LB2, except that the SVC Contractor must provide the specialist place managers with all the information relating to the SVC Contractor's Activities required to ensure that the specialist place managers can provide timely responses to local residents, business people and community groups;
 - (xii) be responsible for mitigation measure LB3, except that the SVC Contractor must provide the Principal with all the information relating to the SVC Contractor's Activities required to develop a business impact register that identifies and rates specific impacts associated with construction related works for individual businesses;
 - (xiii) be responsible for mitigation measure LB4, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to maintain a toll free number and website to enable business owners and/or operators to receive



- prompt responses to their concerns, access information and view assistance measures in place during construction related works;
- (xiv) be responsible for mitigation measures OpLC1 and OpLC2;
 - (xv) be responsible for mitigation measure LC1, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to liaise with statutory organisations, the Department of Planning and Infrastructure (DP&I) and local Councils to ensure the North West Rail Link is integrated with local and regional land use planning;
 - (xvi) be responsible for mitigation measure LC2, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal and the specialist place managers to consult with the community throughout the project planning and construction phases to ensure that community members have adequate information about the project, the timing and scope of activities in their local area and impacts on their local facilities and recreational areas;
 - (xvii) be responsible for mitigation measure LC3 to LC9;
 - (xviii) be responsible for mitigation measure LC10, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with Emmanuel Baptist Church and Anglican Technical College Western Sydney to identify specific mitigation measures to reduce operational and amenity impacts on their facilities during construction;
 - (xix) be responsible for mitigation measure LC11, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with The Hills Shire Council regarding the implications of the project in relation to the Balmoral Road release area;
 - (xx) be responsible for mitigation measure LC12, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with relevant stakeholders regarding the implications of the project on the Rouse Hill Town Centre Northern frame works;
 - (xxi) be responsible for mitigation measure LC13, except that the SVC Contractor must provide the Principal with all the information required relating to the SVC Contractor's Activities to enable the Principal to consult with DP&I, Blacktown City Council and relevant stakeholders regarding the implications of the project on the proposed land use plan for Area 20;
 - (xxii) be responsible for mitigation measures OpV1 to OpV10;
 - (xxiii) be responsible for mitigation measures OpGHG1 to OpGHG6;
 - (xxiv) be responsible for mitigation measures OpsSW1 to OpSW10;
 - (xxv) be responsible for mitigation measures OpSW12 to OpSW16;



- (xxvi) be responsible for mitigation measures OpA1 and OpA2;
- (xxvii) be responsible for mitigation measures OpW1 and OpW2; and
- (xxviii) be responsible for mitigation measure OpC1.

EPBC Act Approval

The Principal will be responsible for the conditions of the EPBC Act Approval.



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



Schedule 18 - Parent Company Guarantee

Clause 2.13

Deed of Guarantee and Indemnity

Transport for NSW

ABN 18 804 239 602
Beneficiary

[insert]

ABN []
Guarantor

Clayton Utz
Lawyers
Level 15 No. 1 Bligh Street Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 2 9353 4000 F +61 2 8220 6700

www.claytonutz.com

Our reference 130/13647/80124868



DEED OF GUARANTEE AND INDEMNITY made at _____ on _____ 20__

BETWEEN **Transport for NSW (ABN 18 804 239 602)** a NSW Government agency constituted under the Transport Administration Act 1988 (NSW), of Level 6, 18 Lee St, Chippendale NSW 2008 (**Beneficiary**)

AND [] (ABN []) of (**Guarantor**)

Background

- A. The Principal has agreed to enter into the Contract with the SVC Contractor on the condition that the Guarantor provide this Guarantee.
- B. The Guarantor has agreed on the following terms and conditions to guarantee to the Principal all of the Obligations and to indemnify the Principal against any loss arising from any failure by the SVC Contractor to perform the Obligations.
- C. The Guarantor considers that by providing this guarantee there will be a commercial benefit flowing to it.

This Deed provides

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

"Contract" means the contract dated on or about the date of this Deed between the Principal and the SVC Contractor for the design and construction of the surface and viaduct civil works for the North West Rail Link.

"Event of Default" means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) by, the Contract.

"Guaranteed Money" means all money the payment or repayment of which from time to time forms part of the Obligations.

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

"Obligations" means all the liabilities and obligations of the SVC Contractor to the Principal under or arising out of or in any way in connection with the Contract or the work to be carried out or performed by the SVC Contractor under the Contract, and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) are in existence before or come into existence on or after the date of this Deed;



- (d) relate to the payment of money or the performance or omission of any act;
 - (e) sound in damages only; or
 - (f) accrue as a result of any Event of Default,
- and irrespective of:
- (g) whether the SVC Contractor is liable or obligated solely, or jointly, or jointly and severally with another person;
 - (h) the circumstances in which the Principal comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or
 - (i) the capacity in which the SVC Contractor and the Principal comes to owe or be owed such liability or obligation,

and "**Obligation**" means any liability or obligation forming part of the Obligations.

"**Power**" means any right, power, authority, discretion, remedy or privilege whether conferred by the Contract, this Deed, by statute, by law, by equity or otherwise.

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

"**Specified Rate**" means the rate which is 2% above the rate expressed as a percentage per annum:

- (a) which is the average of the bid rates shown at approximately 10.15 am on reference rate page "BBSY" on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or
- (b) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates quoted by 3 banks selected by the Principal at or about 10.15 am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

SVC Contractor means [insert name], (ABN [] of [insert address]).

1.2 Defined terms

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

1.3 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:



- (b) if the SVC Contractor is more than one person, SVC Contractor means each of them severally and all of them jointly;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Deed) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (f) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (g) a reference to a statute its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) for all purposes (other than where designated as a Business Day), "day" means calendar day;
- (i) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (j) 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;
- (k) where the day on or by which any sum is payable or any act, matter or thing is to be done is a day other than a Business Day, that sum will be paid or that act, matter or thing will be done on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not);
- (l) 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;
- (m) "includes" in any form is not a word of limitation; and
- (n) a reference to "\$" or "dollar" is to Australian currency.



1.4 Joint and several liability

The expression "Guarantor" refers to each person identified as a Guarantor, and the obligations of the Guarantors under this Deed bind each person identified as a Guarantor, jointly and severally.

1.5 Principal Obligation

Each obligation of the Guarantor under this Deed constitutes a principal, not a secondary or ancillary obligation, to the intent that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is negated.

1.6 No contra proferentem

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

2. Guarantee

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Principal the due and punctual performance by the SVC Contractor of all the Obligations.

2.2 Payment by Guarantor

If the SVC Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Principal the Guaranteed Money which is then due and unpaid or which later becomes due, owing or payable.

2.3 Perform Obligations

If the SVC Contractor defaults in the performance or observance of any of the Obligations, the Guarantor must, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Principal, immediately perform any of the Obligations then required to be performed by the SVC Contractor in the same manner as the SVC Contractor is required to perform the Obligations.

3. Indemnity

As a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Principal and at all times to keep the Principal indemnified against any loss or damage suffered by the Principal arising out of or in connection with:

- (a) any failure by the SVC Contractor to perform the Obligations duly and punctually;
- (b) any obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable against or irrecoverable from the SVC Contractor for any reason, and whether or not the Principal knew or ought to have known of that reason; or

- (c) a disclaimer of any contract or property (including the Contract) made by a liquidator of the SVC Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* or other applicable laws.

4. Liability as Guarantor and indemnifier

- (a) Any reference in this Deed to the obligations or liabilities of the Guarantor will be construed as a reference to its obligations or liabilities, whether as a guarantor or an indemnifier or both, under this Deed.
- (b) The use of the expression "Guarantor" in this Deed in relation to a party is not to be construed as diminishing that party's obligations as an indemnifier under this Deed.
- (c) The provisions of this Deed which preserve the liability of the Guarantor as a guarantor apply, appropriately modified, to any liability which arises whether in regard to that party's guarantee or its indemnity under this Deed.

5. Nature and preservation of liability

5.1 Absolute liability

- (a) The liability of the Guarantor under this Deed is absolute and is not subject to the performance of any condition precedent or subsequent by the SVC Contractor or the Guarantor.
- (b) This Deed need not be executed by the Principal. This Deed binds and is enforceable against the Guarantor, despite:
 - (i) any person, whether named as a party or not, and whether or not that person was intended to become a "Guarantor", not executing this Deed or not becoming a "Guarantor" or not otherwise being bound by this Deed;
 - (ii) the execution of this Deed by any person that is a party to this Deed being defective, invalid, forged or irregular in any way; or
 - (iii) any obligation or liability of any other party under this Deed not being enforceable or binding against that person for any reason.

5.2 Unconditional liability

The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause 5.2, might operate in law or in equity to release the Guarantor from that liability or to reduce the liability of the Guarantor, including any of the following :

- (a) **(Insolvency Event):** the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the SVC Contractor or the Guarantor;
- (b) **(Distribution):** the receipt by the Principal of any payment, dividend or distribution under any Insolvency Provision in relation to the SVC Contractor or the Guarantor;
- (c) **(Event of Default):** the occurrence of any Event of Default;
- (d) **(Invalidity etc.):** the Contract or any payment or other act, the making or doing of

which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;

- (e) **(Further Security)**: the Principal accepting or declining to accept any Security from any person at any time;
- (f) **(Time or indulgence)**: the Principal granting or agreeing with the Guarantor or the SVC Contractor to grant, time, waiver or other indulgence or concession to, or making any composition or compromise with, the SVC Contractor or the Guarantor;
- (g) **(Forbearance)**: the Principal not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any Power it has to enforce any Obligation or its rights under the Contract or this Deed;
- (h) **(Acquiescence or other omission)**: any laches, acquiescence or other act, neglect, default, omission or mistake by the Principal;
- (i) **(Repudiation)**: the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Principal or the SVC Contractor or the Guarantor of the Contract or any Obligation;
- (j) **(Variation)**: any variation, or alteration to or substitution of, the Contract or any Obligation, whether or not that variation, substitution or alteration, is substantial or material, or imposes any additional liability or Obligations on or disadvantages the SVC Contractor or the Guarantor;
- (k) **(Release)**: the full, partial or conditional release or discharge by the Principal or by operation of law, of the SVC Contractor or the Guarantor from the Contract or any Obligation;
- (l) **(Change of constitution)**: any change in membership (whether by death or retirement of an existing member, admission of a new member, or otherwise) or in the name of any partnership, firm or association in which the SVC Contractor or the Guarantor is a member;
- (m) **(Transfer)**: the transfer, assignment or novation by the Principal or the SVC Contractor or the Guarantor of all or any of its rights or obligations under the Contract or under any other Obligation;
- (n) **(Disclosure)**: any failure by the Principal to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Principal relating to or affecting the SVC Contractor or the Guarantor at any time before or during the currency of this Deed, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Principal was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the SVC Contractor;
- (o) **(Covenant not to take action)**: the Principal agreeing with the SVC Contractor or the Guarantor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or liquidation, participate in any administration, scheme or deed of arrangement or reconstruction, prove in any bankruptcy or liquidation, or do anything else in respect of the liability of the SVC Contractor or the Guarantor;
- (p) **(Death or incapacity)**: (where the Guarantor is an individual) the death or mental



incapacity of the Guarantor;

- (q) **(Administration)**: the provisions of section 440J of the *Corporations Act 2001* (Cth) operating to prevent or delay:
 - (i) the enforcement of this Deed against any Guarantor; or
 - (ii) any claim for contribution against any Guarantor; or
- (r) **(Disclaimer)** : a disclaimer of any contract or property (including the Contract) made by a liquidator of the SVC Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* or other applicable laws.

5.3 No merger

- (a) This Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect the Contract or any other Power of the Principal.
- (b) The Principal will hold any judgment or order obtained by it against any person in respect of the Guaranteed Money or the Obligations collaterally with this Deed, and this Deed will not merge in that judgment or order.

5.4 No obligation to gain consent

No consent is required from the Guarantor nor is it necessary for the Guarantor to be made aware of any event referred to in clause 5.2, any transaction between the Principal and the SVC Contractor, or any particulars concerning any Obligation.

5.5 Appropriation

- (a) The Principal is under no obligation to marshal or appropriate in favour of any Guarantor, or to exercise, apply, transfer or recover in favour of any Guarantor, any Security or any funds or assets that the Principal holds, has a claim on, or has received or is entitled to receive, but may do so in the manner and order as the Principal determines in its absolute discretion.
- (b) The Principal may hold in a suspense account (without liability to pay interest) any money which it receives from the Guarantor, or which it receives on account of the Guarantor's liability under this Deed, and which the Principal may, at its discretion, appropriate in reduction of the Guarantor's liability under this Deed.

5.6 Void or voidable transactions

If:

- (a) the Principal has at any time released or discharged:
 - (i) the Guarantor from its obligations under this Deed; or
 - (ii) any assets of the Guarantor from a Security,

in either case in reliance on a payment, receipt or other transaction to or in favour of the Principal; or

- (b) any payment or other transaction to or in favour of the Principal has the effect of releasing or discharging:



- (i) the Guarantor from its obligations under this Deed; or
 - (ii) any assets of the Guarantor from a Security; and
- (c) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under an Insolvency Provision or under the general law; and
- (d) that claim is upheld or is conceded or compromised by the Principal,
- then:
- (e) **(Restitution of rights):** the Principal will immediately become entitled against the Guarantor to all rights (including under any Security) as it had immediately before that release or discharge;
 - (f) **(Restore Principal's position):** the Guarantor must immediately do all things and execute all documents as the Principal may reasonably require to restore to the Principal all those rights; and
 - (g) **(Indemnity):** the Guarantor must indemnify the Principal against costs, losses and expenses suffered or incurred by the Principal in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

5.7 Not set-off or counterclaim

The liability of the Guarantor under this Deed will not be reduced or avoided by any defence, set-off or counterclaim available to the SVC Contractor against the Principal.

5.8 Claim on the Guarantor

The Principal is not required to make any claim or demand on the SVC Contractor, or to enforce the Contract, or any other right, power or remedy against the SVC Contractor, before making any demand or claim on the Guarantor.

5.9 No representation by Principal etc.

The Guarantor acknowledges that it has not entered into this Deed in reliance on any representation, promise, conduct, statement or inducement to the Guarantor by or on behalf of the Principal, the SVC Contractor or any other person.

6. Representations and Warranties

6.1 General representations and warranties

The Guarantor or, if there is more than one Guarantor, each Guarantor represents and warrants to the Principal:

- (a) **(Legally binding obligation):** this Deed constitutes a valid and legally binding obligation of the Guarantor in accordance with its terms;
- (b) **(Execution, delivery and performance):** the execution, delivery and performance of this Deed by the Guarantor does not breach any Law, or any document or agreement to which the Guarantor is a party or which is binding on it or any of its assets;

- (c) **(No material adverse effect)**: no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to the knowledge of the Guarantor, threatened, which, if adversely determined, may have a material adverse effect on the business assets or financial condition of the Guarantor;
- (d) **(Information)**: all information relating to the Guarantor provided to the Principal in connection with this Deed is true in all material respects and is not, by omission or otherwise, misleading in any material respect;
- (e) **(No trusts)**: the Guarantor has not entered into this Deed as the trustee of any trust.

6.2 Corporate representations and warranties

The Guarantor, or if there is more than one Guarantor, each Guarantor, that is or purports to be a body corporate, further represents and warrants to the Principal that:

- (a) **(Due incorporation)**: it is duly incorporated and has the corporate power to own its property and to carry on its business as is now being conducted;
- (b) **(Constitution)**: the execution, delivery and performance of this Deed does not breach the Constitution of the Guarantor and, if the Guarantor or any of its subsidiaries is listed on the Australian Stock Exchange Limited or on any other stock exchange, those listing requirements or business rules;
- (c) **(Corporate power)**: it has the power, and has taken all corporate and other action required, to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed; and
- (d) **(Filings)**: the Guarantor has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all of those filings and registrations are current, complete and accurate.

6.3 Representations and warranties repeated

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

7. Payments

7.1 On demand

All money payable by the Guarantor under this Deed must be paid by the Guarantor on demand by the Principal in immediately available funds to the account and in the manner notified by the Principal to the Guarantor.

7.2 Payment in gross

All money received or recovered by the Principal on account of the Guaranteed Money will be treated as payments in gross without any right on the part of the Guarantor to claim the benefit of any money received or recovered by the Principal or any Security, until the Principal has been paid 100 cents in the dollar in respect of the Guaranteed Money.



7.3 Interest

As a liability separate and distinct from the Guarantor's liability under clauses 2 and 3, the Guarantor must on demand by the Principal pay interest on all amounts due and payable by it and unpaid under or in respect of this Deed. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the Specified Rate for successive 90 day interest periods commencing on the date of default and, if not paid when due, will itself bear interest in accordance with this clause 7.3.

7.4 Merger

If the liability of the Guarantor to pay to the Principal any money under this Deed becomes merged in any judgment or order, then, as an independent obligation, the Guarantor will pay interest on the amount of that money at the rate which is the higher of that payable under clause 7.3 and that fixed by or payable under the judgment or order.

7.5 No set-off or deduction

All payments by the Guarantor under this Deed will be without any set-off or counterclaim and the Guarantor irrevocably waives any right of set-off or counterclaim which it may have against the Principal.

7.6 No deduction for Taxes

- (a) All payments by the Guarantor under this Deed will be without deduction or withholding for any present or future Taxes unless the Guarantor is compelled by law to deduct or withhold the same.
- (b) If:
 - (i) the Guarantor is compelled by law to make any deduction or withholding from any payment under this Deed on account of Taxes; or
 - (ii) the Principal is obliged to pay any Taxes (other than Taxes on the overall net income of the Principal) in respect of a payment made or to be made by the Guarantor,then:
 - (iii) the Guarantor will promptly notify the Principal if it becomes aware of any event referred to in clause 7.6(b)(i) to 7.6(b)(ii); and
 - (iv) the Guarantor will on demand by the Principal pay to the Principal any additional amounts necessary to ensure that the Principal receives (after all deductions and withholdings for Taxes) a net amount equal to the full amount which it would have been entitled to receive and retain had the deduction or withholding not been made or had the Principal not been obliged to pay Taxes in respect of the payment or had the payment been free and clear of Taxes.

7.7 Certificate of Principal

A certificate in writing of the Principal certifying the amount payable by the SVC Contractor or the Guarantor to the Principal or stating any other act, matter or thing relating to this Deed or the Contract will be prima facie evidence of the contents of the certificate.



7.8 Currency indemnity

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

8. Expenses and stamp duties

8.1 Expenses

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

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

8.2 Stamp duties

- (a) (**Payment of all duties**): The Guarantor must pay all stamp duties, transaction, registration and similar Taxes, including fines and penalties, financial institutions duty and debits tax which may be payable to or required to be paid by any appropriate authority, or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed or any payment, receipt or other transaction contemplated by this Deed; and
- (b) (**Indemnity**): The Guarantor must indemnify the Principal against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes.

8.3 Goods and Services Tax

If the Principal is or becomes liable to pay any GST (including any penalty) in respect of any supply it makes under, or in connection with, the Contract or this Deed ("**GST Liability**") then:



- (a) to the extent that an amount is payable by the Guarantor to the Principal under this Deed for that supply - the amount will be increased by the full amount of the GST Liability; and
- (b) otherwise - the Guarantor will indemnify and keep the Principal indemnified for the full amount of the GST Liability.

9. Assignment

The Principal may assign, novate or otherwise transfer all or any part of its rights under this Deed and may disclose to a proposed assignee or transferee any information in the possession of the Principal relating to the Guarantor.

10. Governing law, jurisdiction and arbitration

10.1 Governing law

This Deed and where applicable, the arbitration reference contained in clause 10.3, is governed by and will be construed according to the laws of New South Wales.

10.2 Jurisdiction

- (a) This clause 10.2 only applies where clauses 10.3 to 10.8 do not apply.
- (b) The Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought relating in any way to this Deed.
- (c) The Guarantor irrevocably 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 proceeding has been brought in an inconvenient forum, where that venue falls within paragraph (b) of this clause.

10.3 Reference to arbitration

- (a) Clauses 10.3 to 10.8 will only apply where the Guarantor is a foreign company (as defined in section 9 of the *Corporations Act 2001* (Cth)) or where the Principal gives a written notice to the Guarantor that it requires a Dispute (as defined in clause 10.3(b)) to be determined by arbitration.
- (b) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this deed (including but not limited to any question relating to the existence, validity or termination of this deed) (**Dispute**) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (c) The seat of the arbitration will be Sydney.
- (d) The number of arbitrators will be one.
- (e) The language of the arbitration will be English.

- (f) Subject to clause 10.6, the arbitral tribunal will have the power to grant all legal, equitable and statutory remedies, except punitive damages.

10.4 Consolidation

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

10.5 Joinder

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

10.6 Exclusion from determination or award

- (a) The powers conferred and restrictions imposed on a court by Part 4 of the *Civil Liability Act* 2002 (NSW) are not conferred on an arbitral tribunal appointed in accordance with clause 10.3.
- (b) The arbitral tribunal has no power to make a binding or non-binding determination or any award in respect of a dispute by applying or considering the provisions of Part 4 of the *Civil Liability Act* 2002 (NSW) (and any equivalent statutory provisions in any other state or territory) which might, in the absence of this provision, have applied to any dispute referred to the arbitral tribunal.

10.7 Not used

10.8 Award final and binding

Any award of the arbitral tribunal will be final and binding upon the parties.

11. Miscellaneous

11.1 Notices

Any communication under or in connection with this Deed:

- (a) must be in writing;
- (b) must be addressed as shown below:

Principal

Name:

Address:

Fax no:

For the attention of:

Guarantor



Name:

Address:

Fax no:

For the attention of:

(or as otherwise notified by that party to the other party from time to time);

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 11.1(b); and
- (e) will be deemed to be received by the addressee:
 - (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
 - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax was sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non business day, or is after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 11.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day.

where "business day" means a day (not being a Saturday or Sunday) on which banks are generally open for business in the place of receipt of that communication.

11.2 Continuing obligation

This Deed is a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, express or implied revocation or any other matter or thing, and the Principal will continue to be entitled to the benefit of this Deed as regards the due and punctual performance of all the Obligations until a final discharge has been given to the Guarantor.

11.3 Further assurance

The Guarantor must immediately on the request of the Principal, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Principal reasonably requires, or as are required by law, to perfect or to give effect to the rights and powers of the Principal created, or intended to be created, by this Deed.



Transport for NSW
ABN 18 804 239 602



11.4 Form of demand

A demand on the Guarantor for payment under this Deed may be in the form and contain any information as the Principal determines. It need not specify the amount of the Guaranteed Money, nor the method or basis of calculation of all or any part of the Guaranteed Money, including amounts of, or in the nature of, interest.

11.5 Severance

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

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

11.6 Remedies cumulative

The Powers conferred by this Deed are cumulative and in addition to all other Powers available to the Principal by law.

11.7 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any Power by the Principal will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that, or any other Power .
- (b) Any waiver or consent given by the Principal under this Deed will only be effective and binding on the Principal if it is given or confirmed in writing by the Principal.
- (c) No waiver by the Principal of a breach of any term of this Deed or any other failure by the Guarantor to comply with a requirement of this Deed will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Deed or failure to comply with any other requirement of this Deed.

11.8 Consents

A consent required under this Deed from the Principal may be given or withheld, or may be given subject to any conditions, as the Principal (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise

11.9 Moratorium legislation

To the fullest extent permitted by law, all laws which at any time operate directly or indirectly to:

- (a) lessen or affect in favour of the Guarantor any obligation under this Deed; or
- (b) delay or otherwise prevent or prejudicially affect the exercise by the Principal of any Power under this Deed or otherwise,

are expressly waived.



11.10 Set-off

- (a) The Principal may (without prior notice at any time) set off any obligation then due and payable by the Guarantor under this Deed against any obligation (whether or not due and payable) by the Principal to the Guarantor, regardless of the place or currency of payment of either obligation or the office or branch through which either obligation is booked. If the obligations are in different currencies, the Principal may convert either obligation into the currency of the other obligation at a market rate of exchange determined by it for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Principal may effect the set off in an amount estimated by it in good faith to be the amount of that obligation.
- (b) The Principal is not obliged to exercise any right of set off pursuant to clause 11.13(a), which is in addition to its other rights of combination of account, set-off or lien (by contract or operation of law).
- (c) On its exercise of any set off pursuant to clause 11.10(a) against the Guarantor, the Principal will promptly notify the Guarantor of details of that set-off.

11.11 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, and all together constitute one document.

Executed as a deed.

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

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full



Schedule 19 - Environmental Manager's Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 4.3(f)

To: The Principal's Representative

From: [Environmental Manager]

In accordance with the terms of clause 4.3(f) of the deed between the Principal and [*insert name of SVC Contractor*] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, I hereby certify that between the following dates [*Insert dates of preceding 3 month period*]:

- (a) the SVC Contractor's Environmental and Sustainability Management System under section 3.7 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 SVC Contractor's Environmental and Sustainability Management System were in accordance with AS/NZS ISO 14001;
- (c) the SVC Contractor complied with and satisfied the requirements of the Principal set out in Appendices 7 and 9 of the SWTC and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the SVC Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the deed.

.....

Signed by
[Environmental Manager]



Schedule 20 - Property Owner's Certificate

Clause 3.2(a)(ii)

This Deed Poll is in favour of Transport for NSW ("Principal").

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.

SIGNED as a Deed Poll.

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

Signature

Signature of Witness

Name of Witness in full



Schedule 21 - Quality Manager's Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 4.3(c)(i)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of clause 4.3(c)(i) of the deed between the Principal and [*insert name of SVC Contractor*] (ABN []) and ("**SVC Contractor**") dated [] with respect to the Project, I hereby certify that the SVC Contractor's Quality Management System under clause 4.1 of the deed is in accordance with Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by

[Quality Manager]



Schedule 22 - Quality Manager's Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 4.3(c)(ii)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of clause 4.3(c)(ii) of the deed between the Principal and [] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, I hereby certify that between the following dates [*Insert dates of preceding 3 month period*]:

- (a) the SVC Contractor's quality system under clause 4.1 of the deed was in accordance with AS/NZS ISO 9001 - 2008 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the SVC Contractor's quality system were in accordance with AS/NZS ISO 9001 - 2008;
- (c) the SVC 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 deed;
- (e) the design, construction, inspection, repairs and monitoring by the SVC Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Principal's Representative and the Independent Certifier in accordance with the deed.

.....
Signed by

[Quality Manager]



Schedule 23 - Independent Certifier's Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 4.3(d)(i)

To: The Principal's Representative

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

In accordance with the terms of clause 4.3(d)(i) of the deed between the Principal and *[insert name of SVC Contractor]* (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, we hereby certify that the SVC Contractor's quality system under clause 4.1 of the deed 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]



Schedule 24 - Independent Certifier's Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 4.3(d)(ii)

To: The Principal's Representative

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

In accordance with the terms of clause 4.3(d)(ii) of the deed between the Principal and [] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, we hereby certify that between the following dates *[Insert dates of preceding 3 month period]*:

- (a) the SVC Contractor's quality system under clause 4.1 of the deed is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the SVC Contractor's quality system are in accordance with AS/NZS ISO 9001;
- (c) the SVC 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 deed;
- (e) the design, construction, inspection, repairs and monitoring by the SVC Contractor has been undertaken in accordance with the deed, including the SWTC; and
- (f) that documentation has been recorded and submitted to the Principal's Representative in accordance with the deed.

.....

Signed for and on behalf of

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



Schedule 25 - Form of Design Certification

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 5.2(j)(i)(B)(2)

To: The Principal's Representative / OpCo / The SVC Contractor

From: [] (ABN [])

In accordance with the terms of clause 5.2(j)(i)(B)(2) of the deed between the Principal and [] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, we hereby certify that:

- (a) the attached Design Documentation:
 - (i) complies with all the requirements of the deed, including the SWTC; and
 - (ii) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects); and
- (b) the SVC Contractor has addressed all issues of review, comment and consultation with the Principal and the Independent Certifier in respect of the Design Documentation.

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



Schedule 26 - Form of Warranty

[Note: Each Warranty must be provided to both TfNSW and to OpCo.]

Clause 8.11(a) and Schedule 42

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 (**SVC Contractor**) for the surface and viaduct civil works component of the North West Rail Link (**Project**) being carried out by the SVC Contractor under the deed described in Item 4 of the Schedule (**Deed**) with Transport for New South Wales (ABN 18 804 239 602) (**Principal**) of Level 6, 18 Lee St, Chippendale NSW 2008.
- 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.
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: The Equipment

(Background clause A)

Item 3: The SVC Contractor

(Background clause A)

Item 4: The deed titled "Design and Construction of the surface and viaduct civil works"

(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 []
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 27 - Geotechnical Reports

Clause 1.1



Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0001	North West Rail Link, Geotechnical Data Report, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-FINAL_GDR.pdf
01.01.0002	North West Rail Link, Geotechnical Data Report, Appendix A – Investigation Census, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix A.pdf
01.01.0003	North West Rail Link, Geotechnical Data Report, Appendix B – Engineering Borehole Logs and Core Photographs, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix B.pdf
01.01.0004	North West Rail Link, Geotechnical Data Report, Appendix C – Engineering Test Pit Logs and Photographs, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix C.pdf
01.01.0005	North West Rail Link, Geotechnical Data Report, Appendix D – Water Pressure Tests, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix D.pdf
01.01.0006	North West Rail Link, Geotechnical Data Report, Appendix E – Standpipe Piezometer Installation Diagrams, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix E.pdf
01.01.0007	North West Rail Link, Geotechnical Data Report, Appendix F – Groundwater Monitoring Levels, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix F.pdf
01.01.0008	North West Rail Link, Geotechnical Data Report, Appendix G – Borehole Wall Imaging Reports, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix G.pdf
01.01.0009	North West Rail Link, Geotechnical Data Report, Appendix H – Pressuremeter Testing, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix H.pdf

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0010	North West Rail Link, Geotechnical Data Report, Appendix I – In situ Rock Testing Results, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix I.pdf
01.01.0011	North West Rail Link, Geotechnical Data Report, Appendix J – Geotechnical Laboratory Testing on Soil Materials, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix J.pdf
01.01.0012	North West Rail Link, Geotechnical Data Report, Appendix K – Geotechnical Laboratory Testing on Rock Materials, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix K.pdf
01.01.0013	North West Rail Link, Geotechnical Data Report, Appendix L – Contamination Laboratory Testing of Soils, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix L.pdf
01.01.0014	North West Rail Link, Geotechnical Data Report, Appendix M – Laboratory Testing of Groundwater, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix M.pdf
01.01.0015	North West Rail Link, Geotechnical Data Report, Appendix N – Registered Groundwater Wells, Date 15 June 2012, Author Mark George, Revision NWRL-10039-R-GE-00006-V2.0-FINAL_GDR, Status Final	NWRL-10039-R-GE-00006-V2.0-GDR Appendix N.pdf
01.01.0016	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50700 Dated 25/05/12, SITE PLAN 01 OF 36	NWRL-10039-40-SWD-DRG-GE-50700-A.pdf
01.01.0017	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50701 Dated 25/05/12, SITE PLAN 02 OF 36	NWRL-10039-40-SWD-DRG-GE-50701-A.pdf
01.01.0018	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50702 Dated 25/05/12, SITE PLAN 03 OF 36	NWRL-10039-40-SWD-DRG-GE-50702-A.pdf
01.01.0019	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50703 Dated 25/05/12, SITE PLAN 04 OF 36	NWRL-10039-40-SWD-DRG-GE-50703-A.pdf
01.01.0020	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50704 Dated 25/05/12, SITE PLAN 05 OF 36	NWRL-10039-40-SWD-DRG-GE-50704-A.pdf
01.01.0021	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-	NWRL-10039-40-SWD-DRG-GE-50705-A.pdf





SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
	50705 Dated 25/05/12, SITE PLAN 06 OF 36	
01.01.0022	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50706 Dated 25/05/12, SITE PLAN 07 OF 36	NWRL-10039-40-SWD-DRG-GE-50706-A.pdf
01.01.0023	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50707 Dated 25/05/12, SITE PLAN 08 OF 36	NWRL-10039-40-SWD-DRG-GE-50707-A.pdf
01.01.0024	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50708 Dated 25/05/12, SITE PLAN 09 OF 36	NWRL-10039-40-SWD-DRG-GE-50708-A.pdf
01.01.0025	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50709 Dated 25/05/12, SITE PLAN 10 OF 36	NWRL-10039-40-SWD-DRG-GE-50709-A.pdf
01.01.0026	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50710 Dated 25/05/12, SITE PLAN 11 OF 36	NWRL-10039-40-SWD-DRG-GE-50710-A.pdf
01.01.0027	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50711 Dated 25/05/12, SITE PLAN 12 OF 36	NWRL-10039-40-SWD-DRG-GE-50711-A.pdf
01.01.0028	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50712 Dated 25/05/12, SITE PLAN 13 OF 36	NWRL-10039-40-SWD-DRG-GE-50712-A.pdf
01.01.0029	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50713 Dated 25/05/12, SITE PLAN 14 OF 36	NWRL-10039-40-SWD-DRG-GE-50713-A.pdf
01.01.0030	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50714 Dated 25/05/12, SITE PLAN 15 OF 36	NWRL-10039-40-SWD-DRG-GE-50714-A.pdf
01.01.0031	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50715 Dated 25/05/12, SITE PLAN 16 OF 36	NWRL-10039-40-SWD-DRG-GE-50715-A.pdf
01.01.0032	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50716 Dated 25/05/12, SITE PLAN 17 OF 36	NWRL-10039-40-SWD-DRG-GE-50716-A.pdf
01.01.0033	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50717 Dated 25/05/12, SITE PLAN 18 OF 36	NWRL-10039-40-SWD-DRG-GE-50717-A.pdf
01.01.0034	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50718 Dated 25/05/12, SITE PLAN 19 OF 36	NWRL-10039-40-SWD-DRG-GE-50718-A.pdf
01.01.0035	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50719 Dated 25/05/12, SITE PLAN 20 OF 36	NWRL-10039-40-SWD-DRG-GE-50719-A.pdf

Transcript for NSW
ABN 18 804 739 862

SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0036	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50720 Dated 25/05/12, SITE PLAN 21 OF 36	NWRL-10039-40-SWD-DRG-GE-50720-A.pdf
01.01.0037	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50721 Dated 25/05/12, SITE PLAN 22 OF 36	NWRL-10039-40-SWD-DRG-GE-50721-A.pdf
01.01.0038	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50722 Dated 25/05/12, SITE PLAN 23 OF 36	NWRL-10039-40-SWD-DRG-GE-50722-A.pdf
01.01.0039	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50723 Dated 25/05/12, SITE PLAN 24 OF 36	NWRL-10039-40-SWD-DRG-GE-50723-A.pdf
01.01.0040	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50724 Dated 25/05/12, SITE PLAN 25 OF 36	NWRL-10039-40-SWD-DRG-GE-50724-A.pdf
01.01.0041	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50725 Dated 25/05/12, SITE PLAN 26 OF 36	NWRL-10039-40-SWD-DRG-GE-50725-A.pdf
01.01.0042	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50726 Dated 25/05/12, SITE PLAN 27 OF 36	NWRL-10039-40-SWD-DRG-GE-50726-A.pdf
01.01.0043	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50727 Dated 25/05/12, SITE PLAN 28 OF 36	NWRL-10039-40-SWD-DRG-GE-50727-A.pdf
01.01.0044	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50728 Dated 25/05/12, SITE PLAN 29 OF 36	NWRL-10039-40-SWD-DRG-GE-50728-A.pdf
01.01.0045	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50729 Dated 25/05/12, SITE PLAN 30 OF 36	NWRL-10039-40-SWD-DRG-GE-50729-A.pdf
01.01.0046	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50730 Dated 25/05/12, SITE PLAN 31 OF 36	NWRL-10039-40-SWD-DRG-GE-50730-A.pdf
01.01.0047	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50731 Dated 25/05/12, SITE PLAN 32 OF 36	NWRL-10039-40-SWD-DRG-GE-50731-A.pdf
01.01.0048	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50732 Dated 25/05/12, SITE PLAN 33 OF 36	NWRL-10039-40-SWD-DRG-GE-50732-A.pdf
01.01.0049	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50733 Dated 25/05/12, SITE PLAN 34 OF 36	NWRL-10039-40-SWD-DRG-GE-50733-A.pdf
01.01.0050	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-	NWRL-10039-40-SWD-DRG-GE-50734-A.pdf





SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
	50734 Dated 25/05/12, SITE PLAN 35 OF 36	
01.01.0051	NORTH WEST RAIL LINK, GEOTECHNICAL DATA REPORT, NWRL-10039-40-SWD-DRG-GE-50735 Dated 25/05/12, SITE PLAN 36 OF 36	NWRL-10039-40-SWD-DRG-GE-50735-A.pdf
01.01.0052	North West Rail Link, Geotechnical Interpretive Report, Date 3 July 2012, Author ParkerC, Revision NWRL-10039-R-GE-00005-v2.0-FINAL_GIR, Status Final	NWRL-10039-R-GE-00005-V2.0-FINAL_GIR.pdf
01.01.0053	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50000 Rev B, COVER SHEET	NWRL-10039-40-SWD-DRG-GE-50000-B.pdf
01.01.0054	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50001 Rev B, DRAWING INDEX	NWRL-10039-40-SWD-DRG-GE-50001-B.pdf
01.01.0055	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50002 Rev B, LEGEND SHEET	NWRL-10039-40-SWD-DRG-GE-50002-B.pdf
01.01.0056	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50100 Rev B, SITE PLAN 01 OF 36	NWRL-10039-40-SWD-DRG-GE-50100-B.pdf
01.01.0057	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50101 Rev B, SITE PLAN 02 OF 36	NWRL-10039-40-SWD-DRG-GE-50101-B.pdf
01.01.0058	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50102 Rev B, SITE PLAN 03 OF 36	NWRL-10039-40-SWD-DRG-GE-50102-B.pdf
01.01.0059	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50103 Rev B, SITE PLAN 04 OF 36	NWRL-10039-40-SWD-DRG-GE-50103-B.pdf
01.01.0060	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50104 Rev B, SITE PLAN 05 OF 36	NWRL-10039-40-SWD-DRG-GE-50104-B.pdf
01.01.0061	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50105 Rev B, SITE PLAN 06 OF 36	NWRL-10039-40-SWD-DRG-GE-50105-B.pdf
01.01.0062	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50106 Rev B, SITE PLAN 07 OF 36	NWRL-10039-40-SWD-DRG-GE-50106-B.pdf
01.01.0063	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50107 Rev B, SITE PLAN 08 OF 36	NWRL-10039-40-SWD-DRG-GE-50107-B.pdf
01.01.0064	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50108 Rev B, SITE PLAN 09 OF 36	NWRL-10039-40-SWD-DRG-GE-50108-B.pdf

Transport for NSW
ABN 118 916 778 000

SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0065	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50109 Rev B, SITE PLAN 10 OF 36	NWRL-10039-40-SWD-DRG-GE-50109-B.pdf
01.01.0066	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50110 Rev B, SITE PLAN 11 OF 36	NWRL-10039-40-SWD-DRG-GE-50110-B.pdf
01.01.0067	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50111 Rev B, SITE PLAN 12 OF 36	NWRL-10039-40-SWD-DRG-GE-50111-B.pdf
01.01.0068	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50112 Rev B, SITE PLAN 13 OF 36	NWRL-10039-40-SWD-DRG-GE-50112-B.pdf
01.01.0069	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50113 Rev B, SITE PLAN 14 OF 36	NWRL-10039-40-SWD-DRG-GE-50113-B.pdf
01.01.0070	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50114 Rev B, SITE PLAN 15 OF 36	NWRL-10039-40-SWD-DRG-GE-50114-B.pdf
01.01.0071	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50115 Rev B, SITE PLAN 16 OF 36	NWRL-10039-40-SWD-DRG-GE-50115-B.pdf
01.01.0072	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50116 Rev B, SITE PLAN 17 OF 36	NWRL-10039-40-SWD-DRG-GE-50116-B.pdf
01.01.0073	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50117 Rev B, SITE PLAN 18 OF 36	NWRL-10039-40-SWD-DRG-GE-50117-B.pdf
01.01.0074	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50118 Rev B, SITE PLAN 19 OF 36	NWRL-10039-40-SWD-DRG-GE-50118-B.pdf
01.01.0075	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50119 Rev B, SITE PLAN 20 OF 36	NWRL-10039-40-SWD-DRG-GE-50119-B.pdf
01.01.0076	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50120 Rev B, SITE PLAN 21 OF 36	NWRL-10039-40-SWD-DRG-GE-50120-B.pdf
01.01.0077	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50121 Rev B, SITE PLAN 22 OF 36	NWRL-10039-40-SWD-DRG-GE-50121-B.pdf
01.01.0078	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50122 Rev B, SITE PLAN 23 OF 36	NWRL-10039-40-SWD-DRG-GE-50122-B.pdf
01.01.0079	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50123 Rev B, SITE PLAN 24 OF 36	NWRL-10039-40-SWD-DRG-GE-50123-B.pdf





SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
	GE-50123 Rev B, SITE PLAN 24 OF 36	
01.01.0080	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50124 Rev B, SITE PLAN 25 OF 36	NWRL-10039-40-SWD-DRG-GE-50124-B.pdf
01.01.0081	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50125 Rev B, SITE PLAN 26 OF 36	NWRL-10039-40-SWD-DRG-GE-50125-B.pdf
01.01.0082	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50126 Rev B, SITE PLAN 27 OF 36	NWRL-10039-40-SWD-DRG-GE-50126-B.pdf
01.01.0083	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50127 Rev B, SITE PLAN 28 OF 36	NWRL-10039-40-SWD-DRG-GE-50127-B.pdf
01.01.0084	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50128 Rev B, SITE PLAN 29 OF 36	NWRL-10039-40-SWD-DRG-GE-50128-B.pdf
01.01.0085	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50129 Rev B, SITE PLAN 30 OF 36	NWRL-10039-40-SWD-DRG-GE-50129-B.pdf
01.01.0086	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50130 Rev B, SITE PLAN 31 OF 36	NWRL-10039-40-SWD-DRG-GE-50130-B.pdf
01.01.0087	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50131 Rev B, SITE PLAN 32 OF 36	NWRL-10039-40-SWD-DRG-GE-50131-B.pdf
01.01.0088	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50132 Rev B, SITE PLAN 33 OF 36	NWRL-10039-40-SWD-DRG-GE-50132-B.pdf
01.01.0089	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50133 Rev B, SITE PLAN 34 OF 36	NWRL-10039-40-SWD-DRG-GE-50133-B.pdf
01.01.0090	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50134 Rev B, SITE PLAN 35 OF 36	NWRL-10039-40-SWD-DRG-GE-50134-B.pdf
01.01.0091	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50135 Rev B, SITE PLAN 36 OF 36	NWRL-10039-40-SWD-DRG-GE-50135-B.pdf
01.01.0092	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50200 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 01 OF 33	NWRL-10039-40-SWD-DRG-GE-50200-B.pdf
01.01.0093	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50201 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 02 OF 33	NWRL-10039-40-SWD-DRG-GE-50201-B.pdf

Transport for NSW
 NSW 18 304 316 416

SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0094	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50202 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 03 OF 33	NWRL-10039-40-SWD-DRG-GE-50202-B.pdf
01.01.0095	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50203 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 04 OF 33	NWRL-10039-40-SWD-DRG-GE-50203-B.pdf
01.01.0096	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50204 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 05 OF 33	NWRL-10039-40-SWD-DRG-GE-50204-B.pdf
01.01.0097	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50205 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 06 OF 33	NWRL-10039-40-SWD-DRG-GE-50205-B.pdf
01.01.0098	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50206 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 07 OF 33	NWRL-10039-40-SWD-DRG-GE-50206-B.pdf
01.01.0099	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50207 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 08 OF 33	NWRL-10039-40-SWD-DRG-GE-50207-B.pdf
01.01.0100	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50208 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 09 OF 33	NWRL-10039-40-SWD-DRG-GE-50208-B.pdf
01.01.0101	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50209 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 10 OF 33	NWRL-10039-40-SWD-DRG-GE-50209-B.pdf
01.01.0102	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50210 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 11 OF 33	NWRL-10039-40-SWD-DRG-GE-50210-B.pdf
01.01.0103	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50211 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 12 OF 33	NWRL-10039-40-SWD-DRG-GE-50211-B.pdf
01.01.0104	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50212 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 13 OF 33	NWRL-10039-40-SWD-DRG-GE-50212-B.pdf
01.01.0105	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50213 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 14 OF 33	NWRL-10039-40-SWD-DRG-GE-50213-B.pdf
01.01.0106	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50214 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 15 OF 33	NWRL-10039-40-SWD-DRG-GE-50214-B.pdf
01.01.0107	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50215 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 16 OF 33	NWRL-10039-40-SWD-DRG-GE-50215-B.pdf
01.01.0108	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50216 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 17 OF 33	NWRL-10039-40-SWD-DRG-GE-50216-B.pdf





Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
	GE-50216 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 17 OF 33	
01.01.0109	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50217 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 18 OF 33	NWRL-10039-40-SWD-DRG-GE-50217-B.pdf
01.01.0110	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50218 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 19 OF 33	NWRL-10039-40-SWD-DRG-GE-50218-B.pdf
01.01.0111	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50219 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 20 OF 33	NWRL-10039-40-SWD-DRG-GE-50219-B.pdf
01.01.0112	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50220 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 21 OF 33	NWRL-10039-40-SWD-DRG-GE-50220-B.pdf
01.01.0113	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50221 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 22 OF 33	NWRL-10039-40-SWD-DRG-GE-50221-B.pdf
01.01.0114	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50222 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 23 OF 33	NWRL-10039-40-SWD-DRG-GE-50222-B.pdf
01.01.0115	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50223 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 24 OF 33	NWRL-10039-40-SWD-DRG-GE-50223-B.pdf
01.01.0116	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50224 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 25 OF 33	NWRL-10039-40-SWD-DRG-GE-50224-B.pdf
01.01.0117	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50225 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 26 OF 33	NWRL-10039-40-SWD-DRG-GE-50225-B.pdf
01.01.0118	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50226 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 27 OF 33	NWRL-10039-40-SWD-DRG-GE-50226-B.pdf
01.01.0119	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50227 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 28 OF 33	NWRL-10039-40-SWD-DRG-GE-50227-B.pdf
01.01.0120	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50228 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 29 OF 33	NWRL-10039-40-SWD-DRG-GE-50228-B.pdf
01.01.0121	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50229 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 30 OF 33	NWRL-10039-40-SWD-DRG-GE-50229-B.pdf
01.01.0122	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50230 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 31 OF 33	NWRL-10039-40-SWD-DRG-GE-50230-B.pdf

SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0123	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50231 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 32 OF 33	NWRL-10039-40-SWD-DRG-GE-50231-B.pdf
01.01.0124	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50232 Rev B, OVERALL GEOTECHNICAL LONG SECTION SHEET 33 OF 33	NWRL-10039-40-SWD-DRG-GE-50232-B.pdf
01.01.0125	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50300 Rev B, DETAILED GEOTECHNICAL LONG SECTION EPPING DIVE UP TRACK - SHEET 1 OF 3	NWRL-10039-40-SWD-DRG-GE-50300-B.pdf
01.01.0126	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50301 Rev B, DETAILED GEOTECHNICAL LONG SECTION EPPING DIVE UP TRACK - SHEET 2 OF 3	NWRL-10039-40-SWD-DRG-GE-50301-B.pdf
01.01.0127	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50302 Rev B, DETAILED GEOTECHNICAL LONG SECTION EPPING DIVE UP TRACK - SHEET 3 OF 3	NWRL-10039-40-SWD-DRG-GE-50302-B.pdf
01.01.0128	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50303 Rev B, DETAILED GEOTECHNICAL LONG SECTION DEVLINS CREEK DOWN TRACK - SHEET 1 OF 1	NWRL-10039-40-SWD-DRG-GE-50303-B.pdf
01.01.0129	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50304 Rev B, DETAILED GEOTECHNICAL LONG SECTION EPPING CROSS OVER CAVERN - SHEET 1 OF 1	NWRL-10039-40-SWD-DRG-GE-50304-B.pdf
01.01.0130	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50305 Rev B, DETAILED GEOTECHNICAL LONG SECTION AUSTRAL AVENUE - SHEET 1 OF 1	NWRL-10039-40-SWD-DRG-GE-50305-B.pdf
01.01.0131	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50306 Rev B, DETAILED GEOTECHNICAL LONG SECTION HANNAH STREET - SHEET 1 OF 1	NWRL-10039-40-SWD-DRG-GE-50306-B.pdf
01.01.0132	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50307 Rev B, DETAILED GEOTECHNICAL LONG SECTION LANDSLIDE HEAD SCARP EAST OF CHERRYBROOK	NWRL-10039-40-SWD-DRG-GE-50307-B.pdf
01.01.0133	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50308 Rev B, DETAILED GEOTECHNICAL LONG SECTION CHERRYBROOK STATION & SHALLOW COVER SECTION	NWRL-10039-40-SWD-DRG-GE-50308-B.pdf





SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0134	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50309 Rev B, DETAILED GEOTECHNICAL LONG SECTION CASTLE HILL CROSS OVER CAVERN & STATION	NWRL-10039-40-SWD-DRG-GE-50309-B.pdf
01.01.0135	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50310 Rev B, DETAILED GEOTECHNICAL LONG SECTION HILLS CENTRE STATION	NWRL-10039-40-SWD-DRG-GE-50310-B.pdf
01.01.0136	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50311 Rev B, DETAILED GEOTECHNICAL LONG SECTION NORWEST STATION	NWRL-10039-40-SWD-DRG-GE-50311-B.pdf
01.01.0137	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50312 Rev B, DETAILED GEOTECHNICAL LONG SECTION BELLA VISTA STATION	NWRL-10039-40-SWD-DRG-GE-50312-B.pdf
01.01.0138	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50400 Rev B, GEOTECHNICAL CROSS SECTION EPPING CROSS PASSAGE (CH25200)	NWRL-10039-40-SWD-DRG-GE-50400-B.pdf
01.01.0139	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50401 Rev B, GEOTECHNICAL CROSS SECTION SKEWED TO THE ALIGNMENT ALONG DEVLIN'S CREEK (CH25420)	NWRL-10039-40-SWD-DRG-GE-50401-B.pdf
01.01.0140	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50402 Rev B, GEOTECHNICAL CROSS SECTION EPPING CROSS OVER CAVERN (CH25600)	NWRL-10039-40-SWD-DRG-GE-50402-B.pdf
01.01.0141	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50403 Rev B, GEOTECHNICAL CROSS SECTION INTERMEDIATE SERVICES FACILITY CHELTENHAM (CH26920)	NWRL-10039-40-SWD-DRG-GE-50403-B.pdf
01.01.0142	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50404 Rev B, GEOTECHNICAL CROSS SECTION COONARA AVENUE LANDSLIDE (CH30700)	NWRL-10039-40-SWD-DRG-GE-50404-B.pdf
01.01.0143	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50405 Rev B, GEOTECHNICAL CROSS SECTION COONARA AVENUE LANDSLIDE (CH30700)	NWRL-10039-40-SWD-DRG-GE-50405-B.pdf
01.01.0144	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50406 Rev B, GEOTECHNICAL CROSS SECTION CITY END CHERRYBROOK STATION (CH31100)	NWRL-10039-40-SWD-DRG-GE-50406-B.pdf
01.01.0145	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50407 Rev B, GEOTECHNICAL CROSS SECTION CHERRYBROOK STATION (CH31180)	NWRL-10039-40-SWD-DRG-GE-50407-B.pdf
01.01.0146	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-	NWRL-10039-40-SWD-DRG-GE-50408-B.pdf

Transport for NSW
 T&I 15 304 235 600

SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
	GE-50408 Rev B, GEOTECHNICAL CROSS SECTION COUNTRY SIDE OF CHERRYBROOK STATION (CH31300)	
01.01.0147	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50409 Rev B, GEOTECHNICAL CROSS SECTION COUNTRY SIDE OF CHERRYBROOK STATION (CH31380)	NWRL-10039-40-SWD-DRG-GE-50409-B.pdf
01.01.0148	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50410 Rev B, GEOTECHNICAL CROSS SECTION COUNTRY SIDE OF CHERRYBROOK STATION (CH31480)	NWRL-10039-40-SWD-DRG-GE-50410-B.pdf
01.01.0149	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50411 Rev B, GEOTECHNICAL CROSS SECTION COUNTRY SIDE OF CHERRYBROOK STATION (CH31600)	NWRL-10039-40-SWD-DRG-GE-50411-B.pdf
01.01.0150	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50412 Rev B, GEOTECHNICAL CROSS SECTION COUNTRY SIDE OF CHERRYBROOK STATION (CH31680)	NWRL-10039-40-SWD-DRG-GE-50412-B.pdf
01.01.0151	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50413 Rev B, GEOTECHNICAL CROSS SECTION COUNTRY SIDE OF CHERRYBROOK STATION (CH31780)	NWRL-10039-40-SWD-DRG-GE-50413-B.pdf
01.01.0152	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50414 Rev B, GEOTECHNICAL CROSS SECTION CASTLE HILL CROSS OVER CAVERN (CH33500)	NWRL-10039-40-SWD-DRG-GE-50414-B.pdf
01.01.0153	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50415 Rev B, GEOTECHNICAL CROSS SECTION CASTLE HILL STATION (CH33640)	NWRL-10039-40-SWD-DRG-GE-50415-B.pdf
01.01.0154	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50416 Rev B, GEOTECHNICAL CROSS SECTION CASTLE HILL STATION (CH33700)	NWRL-10039-40-SWD-DRG-GE-50416-B.pdf
01.01.0155	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50417 Rev B, GEOTECHNICAL CROSS SECTION HILLS CENTRE STATION (CH35800)	NWRL-10039-40-SWD-DRG-GE-50417-B.pdf
01.01.0156	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50418 Rev B, GEOTECHNICAL CROSS SECTION HILLS CENTRE STATION TUNNEL PORTALS (CH35900)	NWRL-10039-40-SWD-DRG-GE-50418-B.pdf

Transport for NSW
 ABN 18 904 239 602





SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0157	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50419 Rev B, GEOTECHNICAL CROSS SECTION NORWEST STATION (CH38020)	NWRL-10039-40-SWD-DRG-GE-50419-B.pdf
01.01.0158	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50420 Rev B, GEOTECHNICAL CROSS SECTION NORWEST STATION (CH38100)	NWRL-10039-40-SWD-DRG-GE-50420-B.pdf
01.01.0159	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50421 Rev B, GEOTECHNICAL CROSS SECTION BELLA VISTA TUNNEL PORTAL (CH40140)	NWRL-10039-40-SWD-DRG-GE-50421-B.pdf
01.01.0160	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50422 Rev B, GEOTECHNICAL CROSS SECTION BELLA VISTA STATION (CH40260)	NWRL-10039-40-SWD-DRG-GE-50422-B.pdf
01.01.0161	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50423 Rev B, GEOTECHNICAL CROSS SECTION BELLA VISTA DIVE (CH40640)	NWRL-10039-40-SWD-DRG-GE-50423-B.pdf
01.01.0162	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50424 Rev B, GEOTECHNICAL CROSS SECTION KELLYVILLE STATION (CH42480)	NWRL-10039-40-SWD-DRG-GE-50424-B.pdf
01.01.0163	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50425 Rev B, GEOTECHNICAL CROSS SECTION ROUSE HILL STATION (CH45060)	NWRL-10039-40-SWD-DRG-GE-50425-B.pdf
01.01.0164	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50426 Rev B, GEOTECHNICAL CROSS SECTION KNIGHT SYNDICATE RECYCLING FACILITY (CH45760)	NWRL-10039-40-SWD-DRG-GE-50426-B.pdf
01.01.0165	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50427 Rev B, GEOTECHNICAL CROSS SECTION CUDGEGONG STATION (CH46840)	NWRL-10039-40-SWD-DRG-GE-50427-B.pdf
01.01.0166	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50428 Rev B, GEOTECHNICAL CROSS SECTION TALLAWONG STABLING (CH47540)	NWRL-10039-40-SWD-DRG-GE-50428-B.pdf
01.01.0167	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50500 Rev B, GEOTECHNICAL CROSS SECTION BALMRAL ROAD UNDERBRIDGE (CH40990)	NWRL-10039-40-SWD-DRG-GE-50500-B.pdf
01.01.0168	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50501 Rev B, GEOTECHNICAL CROSS SECTION CUDGEGONG ROAD OVERBRIDGE (CH46760)	NWRL-10039-40-SWD-DRG-GE-50501-B.pdf
01.01.0169	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50502 Rev B, GEOTECHNICAL CROSS SECTION TALLAWONG ROAD UNDERBRIDGE - CH47300	NWRL-10039-40-SWD-DRG-GE-50502-B.pdf

Transport for NSW
Level 11, Pitt St, Sydney NSW 2000



SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
01.01.0170	NORTH WEST RAIL LINK, GEOTECHNICAL INTERPRETIVE REPORT, NWRL-10039-40-SWD-DRG-GE-50600 Rev B, GEOTECHNICAL CROSS SECTION HILLS CENTRE STATION - APPROXIMATE BEDROCK CONTOUR PLAN	NWRL-10039-40-SWD-DRG-GE-50600-B.pdf
01.01.0219	Geotechnical Factual Data (.ags Database Format)	GEOTLCOV24333AC 120920.ags
01.01.0220	North West Rail Link, Groundwater Monitoring Report No.7 (October 2012), Date 18 October 2012, Rev 1.0	NWRL-10039-R-GE-00013-v1.0-GWMR7.pdf
01.01.0221	raw data - geotechnical borehole data	Raw Data for TSC Tenderers.xls
01.01.0222	BOM Rainfall Data for 2011 and 2012 for Climate Station 067100 - As of 4/12/2012	BOM rainfall data for climate station 067100.zip
01.01.0223	TRANSPORT FOR NSW - NORTH WEST RAIL LINK - PHASE 3B GEOTECHNICAL INVESTIGATION PLAN - PROPOSED SITE INVESTIGATIONS - SHEET 25 OF 36 - NWRL-10039-40-SWD-DRG-GE-50824 - rev: D	GEOTLCOV24333AB_50800_PLAN_REVD_GIP_PHASE 3B-FIGURE 25.pdf
01.01.0224	TRANSPORT FOR NSW - NORTH WEST RAIL LINK - PHASE 3B GEOTECHNICAL INVESTIGATION PLAN - PROPOSED SITE INVESTIGATIONS - SHEET 26 OF 36 - NWRL-10039-40-SWD-DRG-GE-50825 - rev: D	GEOTLCOV24333AB_50800_PLAN_REVD_GIP_PHASE 3B-FIGURE 26.pdf
01.01.0225	TRANSPORT FOR NSW - NORTH WEST RAIL LINK - PHASE 3B GEOTECHNICAL INVESTIGATION PLAN - PROPOSED SITE INVESTIGATIONS - SHEET 33 OF 36 - NWRL-10039-40-SWD-DRG-GE-50832 - rev: D	GEOTLCOV24333AB_50800_PLAN_REVD_GIP_PHASE 3B-FIGURE 33.pdf
01.01.0226	TRANSPORT FOR NSW - NORTH WEST RAIL LINK - PHASE 3B GEOTECHNICAL INVESTIGATION PLAN - PROPOSED SITE INVESTIGATIONS - SHEET 35 OF 36 - NWRL-10039-40-SWD-DRG-GE-50834 - rev: D	GEOTLCOV24333AB_50800_PLAN_REVD_GIP_PHASE 3B-FIGURE 35.pdf
01.01.0227	TRANSPORT FOR NSW - NORTH WEST RAIL LINK - PHASE 3B GEOTECHNICAL INVESTIGATION PLAN - PROPOSED SITE INVESTIGATIONS - SHEET 36 OF 36 - NWRL-10039-40-SWD-DRG-GE-508345 - rev: D	GEOTLCOV24333AB_50800_PLAN_REVD_GIP_PHASE 3B-FIGURE 36_.pdf
03.02.0001	North West Rail Link - Phase 3B Geotechnical Data Report - Date: 20 March 2013 - Author: Mark George - Revision: NWRL-10039-R-GE-00014-v1.0-Phase 3B GDR - Status: Final	NWRL-10039-R-GE-00014-v1.0-Phase 3B GDR.pdf
04.02.0001	Geotechnical Database File: "GEOTLCOV24333AC Phase 3B.ags" for Phase 3B	GEOTLCOV24333AC Phase 3B.ags
07.03.0001	Phase 5 Geotechnical Investigation Scope	130408_Phase 5 SVC Geotechnical Investigation Scope.pdf
07.03.0002	Memorandum - Project - North West Rail Link - SVC Contract - To - Hilton Petters - From -	20130105_Memo_SVC_Add_Geotechl.pdf



Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
	Mark George - CC - Date - 1 May 2013 - Objective Ref - Subject - SVC Tender – Additional Geotechnical Investigations	
07.03.0003	NORTH WEST RAIL LINK - PHASE 4B GEOTECHNICAL INVESTIGATION PLAN - SITE PLAN - Drawings Numbered NWRL-10039-40-SWD-DRG-GE-50824 to NWRL-10039-40-SWD-DRG-GE-50833 Inclusive	GEOTLCOV24333AB_50800_PLAN_REVE_GIP_PHASE 5_combined.pdf
12.03.0001	To Dimitry Belov - From Mark George - Fax No By email - Date 10 May 2013 - Company Transport for NSW - Reference EOTLCOV24333AC-ER - cc Phil McLuckie - Pages 1 (not including attachments) - Subject NORTH WEST RAIL LINK GEOTECHNICAL SERVICES - PROGRESSIVE DELIVERY OF GEOTECHNICAL INFORMATION	GEOTLCOV24333AC-ER Progressive Delivery of Geotechnical Information 130510.pdf
13.02.0001	Electronic Transmission - To Dimitry Belov - From Mark George - Fax No By email - Date 10 May 2013 - Company Transport for NSW - Reference GEOTLCOV24333AC-ER - cc Phil McLuckie - Pages 1 (not including attachments) - Subject NORTH WEST RAIL LINK GEOTECHNICAL SERVICES - PROGRESSIVE DELIVERY OF GEOTECHNICAL INFORMATION	GEOTLCOV24333AC-ER Progressive Delivery of Borehole Information 130510.pdf
13.02.0002	Electronic Transmission - To Dimitry Belov - From Nick Bridgement - Fax No By email - Date 16 May 2013 - Company Transport for NSW - Reference GEOTLCOV24333AC-ES - cc Phil McLuckie Pages 1 (not including attachments) - Subject NORTH WEST RAIL LINK GEOTECHNICAL SERVICES - PROGRESSIVE DELIVERY OF GEOTECHNICAL INFORMATION	Phase_5_Boreholes.pdf
13.02.0003	Electronic Transmission - To Dimitry Belov - From Nick Bridgement - Fax No By email - Date 24 May 2013 - Company Transport for NSW - Reference GEOTLCOV24333AC-ET - cc Phil McLuckie - Pages 1 (not including attachments) - Subject NORTH WEST RAIL LINK GEOTECHNICAL SERVICES - PROGRESSIVE DELIVERY OF GEOTECHNICAL INFORMATION	GEOTLCOV24333AC-ET Progressive Delivery of Borehole Information 130524.pdf
13.02.0004	Coffey Geotechnics Pty Ltd (Chatswood) - Project No.: INFOARTA01045AA - Project Name: GEOTLCOV24333AC - NORTH WEST RAIL LINK	Geotech Test Reports.pdf
13.02.0005	Electronic Transmission - To Dimitry Belov - From Nick Bridgement - Fax No By email - Date 24 May 2013 - Company Transport for NSW Reference GEOTLCOV24333AC-EU - cc Phil McLuckie Pages 2 (not including attachments) - Subject NORTH WEST RAIL LINK GEOTECHNICAL SERVICES - PROGRESSIVE DELIVERY OF GEOTECHNICAL INFORMATION	Environmental Lab Test Report.pdf
15.03.0001	REPLACEMENT FOR INFORMATION DOCUMENT NUMBER 13.02.0005 DUE TO CORRUPT	Environmental Lab Test Report V2.pdf

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
	PDF - Electronic Transmission - To Dimitry Belov - From Nick Bridgement - Fax No By email - Date 24 May 2013 -Company Transport for NSW Reference GEOTLCOV24333AC-EU - cc Phil McLuckie Pages 2 (not including attachments) - Subject NORTH WEST RAIL LINK GEOTECHNICAL SERVICES - PROGRESSIVE DELIVERY OF GEOTECHNICAL INFORMATION	
15.03.0002	Project North West Rail Link – SVC Contract - To Hilton Petters - From Mark George - CC - Date 1 May 2013 - Objective Ref - Subject - SVC Tender – Additional Geotechnical Investigations	20130105_Memo_SVC_Add_Geotech.pdf
15.03.0003	NORTH WEST RAIL LINK - PHASE 4B GEOTECHNICAL INVESTIGATION PLAN	GEOTLCOV24333AB_50800_PLAN_REVE_GIP_PHASE 5_combined.pdf
17.02.0001	CLIENT – TRANSPORT FOR NSW - PROJECT - NORTH WEST RAIL LINK - PHASE 5 GEOTECHNICAL INVESTIGATION PLAN - TITLE: - SITE PLAN - SHEET 33 OF 36 - DRAWING NO: - NWRL-10039-40-SWD-DRG-GE-50832 - REV: - F	GEOTLCOV24333AB_50800_PLAN_REVF_GIP_PHASE 5-33.pdf
18.02.0001	North West Rail Link - Phase 5 Geotechnical Data Report - PROJECT - North West Rail Link - DATE - 7 June 2013 - GROUP - Geotechnical - STATUS - Final - AUTHOR - Nick Bridgement - REVISION - V1.0 - COMPANY - Coffey	NWRL-10039-R-GE-00017-V1.0-Phase 5 GDR.pdf
23.02.0001	North West Rail Link - Groundwater Monitoring Report No.8 (June 2013) - PROJECT North West Rail Link - DATE 12 June 2013 - GROUP Project Delivery - STATUS FINAL - AUTHOR Mark George - REVISION V1.0 - COMPANY Coffey - FILE NUMBER - FILE NAME NWRL-10039-R-GE-00018-v1 0-GWMR8	NWRL-10039-R-GE-00018-v1 0-GWMR8.pdf
25.05.0001	North West Rail Link - Groundwater Monitoring Report No.8 (July 2013) - PROJECT North West Rail Link - DATE 1 July 2013 - GROUP Project Delivery - STATUS FINAL - AUTHOR Mark George - REVISION V2.0 - COMPANY Coffey - FILE NUMBER	NWRL-10039-R-GE-00018-v2 0-GWMR8.pdf
28.02.0001	NORTH WEST RAIL LINK: SVC - ADDITIONAL GEOPHYSICAL INVESTIGATIONS AT KNIGHT'S SYNDICATE - Rouse Hill, NSW - Transport for NSW - GEOTLCOV24333AC-EZ - 12 July 2013	GEOTLCOV24333AC-EZ.PDF
29.02.0001	Televiewer Report Data file: "4 - Televiewer report & email-NWREL_BH044OTV.xls"	4 - Televiewer report & email-NWREL_BH044OTV.xls
29.02.0002	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH007.xls"	4 - Televiewer report & email-NWRL_BH007.xls
29.02.0003	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH007OTV.xls"	4 - Televiewer report & email-NWRL_BH007OTV.xls
29.02.0004	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH010.xls"	4 - Televiewer report & email-NWRL_BH010.xls
29.02.0005	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH025.xls"	4 - Televiewer report & email-NWRL_BH025.xls



SVC Project Deed Schedules

Information Document Number	Title / Description of Information Document	Electronic File Name of Information Document
29.02.0006	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH027.xls"	4 - Televiewer report & email-NWRL_BH027.xls
29.02.0007	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH027OTV.xls"	4 - Televiewer report & email-NWRL_BH027OTV.xls
29.02.0008	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH032ATV.xls"	4 - Televiewer report & email-NWRL_BH032ATV.xls
29.02.0009	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH032OTV.XLS"	4 - Televiewer report & email-NWRL_BH032OTV.XLS
29.02.0010	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH040ATV.xls"	4 - Televiewer report & email-NWRL_BH040ATV.xls
29.02.0011	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH040OTV.xls"	4 - Televiewer report & email-NWRL_BH040OTV.xls
29.02.0012	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH041ATV.xls"	4 - Televiewer report & email-NWRL_BH041ATV.xls
29.02.0013	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH041OTV.xls"	4 - Televiewer report & email-NWRL_BH041OTV.xls
29.02.0014	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH043ATV.xls"	4 - Televiewer report & email-NWRL_BH043ATV.xls
29.02.0015	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH044.xls"	4 - Televiewer report & email-NWRL_BH044.xls
29.02.0016	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH105OTVa.xls"	4 - Televiewer report & email-NWRL_BH105OTVa.xls
29.02.0017	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH107ATVa.xls"	4 - Televiewer report & email-NWRL_BH107ATVa.xls
29.02.0018	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH107OTVa.xls"	4 - Televiewer report & email-NWRL_BH107OTVa.xls
29.02.0019	Televiewer Report Data file: "4 - Televiewer report & email-NWRL_BH118ATVa.xls"	4 - Televiewer report & email-NWRL_BH118ATVa.xls
29.02.0020	Groundwater Data File: "Groundwater_data.xlsx"	Groundwater_data.xlsx
30.03.0001	NORTH WEST RAIL LINK - Report on Early Works Contractor Investigations at Proposed Sam Riley Drive Temporary Car Park - Date 05 August 2013 - Company Transport for NSW - Reference GEOTLCOV24333AH-AG	GEOTLCOV24333AH-AG_Proposed Sam Riley Drive Car Park.pdf
32.03.0001	Electronic Transmission - To Dimitry Belov - From Nick Bridgement - Fax No By email - Date 05 September 2013 - Company Transport for NSW - Reference GEOTLCOV24333AC-FG - cc Phil McLuckie, Peter Lemish, Matthew Frewer - Pages 2 (not including attachments) - Subject NORTH WEST RAIL LINK GEOTECHNICAL SERVICES - PROGRESSIVE DELIVERY OF GEOTECHNICAL INFORMATION	GEOTLCOV24333AC-FG_Progressive Delivery of Groundwater Information 130905.pdf
32.03.0002	North West Rail Link - Groundwater Monitoring Report No.9 (September 2013) - DATE 12 September 2013 - REVISION V1.0 - STATUS FINAL	NWR-10039-R-GE-00018-v1 0-GWMR9.pdf

Schedule 28 - SVC Contractor's Personnel

Clause 10.2(b)

Project Director

- (a) The Project Director must possess a recognised qualification relevant to the position and the SVC 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 the SVC Contractor in respect of the SVC 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 Sam Turnbull.

Design Manager

- (a) The Design Manager must possess a recognised engineering qualification relevant to the position and the SVC 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 the Subsidiary D&C Programs).
- (c) At the date of this deed, the Design Manager is Alfredo Bustos-Ramirez.

Construction Manager

- (a) The Construction Manager must possess a recognised engineering qualification relevant to the position and the SVC 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) The 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 SVC Contractor in respect of the SVC Contractor's Activities.
- (c) At the date of this deed, the Construction Manager is Adriano Volpi.

Quality Manager

- (a) The Quality Manager must:
 - (i) possess a recognised qualification relevant to the position and the SVC Contractor's Activities and have recent relevant experience in quality management;
 - (ii) on projects similar to the Project Works and the Temporary Works;



- (iii) have at least fifteen years' quality management experience, with extensive experience in the development and implementation of quality management systems and plans;
 - (iv) be available as the Principal's Representative's primary contact with the SVC Contractor on quality matters;
 - (v) 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;
 - (vi) be responsible for an induction and training program for all personnel involved in the performance of the SVC Contractor's Activities;
 - (vii) be responsible for and have the authority to develop the Quality Plan;
 - (viii) be given authority by the SVC Contractor to act freely and independently and to stop the progress of the relevant part of the SVC Contractor's Activities when any non-conformance with the quality requirements of this deed is identified and at specified Hold Points; and
 - (ix) be engaged full-time during the execution of the SVC 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 SVC Contractor's Activities.
- (b) At the date of this deed, the Quality Manager is Ramy Youssef.

Stakeholder and Community Relations Manager

- (a) The Stakeholder and Community Relations Manager must:
- (i) possess a recognised qualification relevant to the position and the SVC 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 SVC 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 SVC 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 SVC 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 SVC Contractor's Activities and be available at all times:
 - A. to take a proactive role in the stakeholder and community relations processes relating to the SVC 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 SVC Contractor's Activities.
- (b) At the date of this deed, the Stakeholder and Community Relations Manager is Dianne Knott.

Environmental Manager

- (a) The Environmental Manager must:
- (i) possess a recognised qualification relevant to the position and the SVC 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 SVC Contractor on environmental matters;
 - (iv) be experienced in regulatory liaison and consultation;
 - (v) be responsible for all environmental compliance matters associated with the SVC Contractor Activities;
 - (vi) be responsible for an environmental management induction and training program for all personnel involved in the performance of the SVC 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 SVC 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 SVC 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 SVC 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 SVC Contractor's Activities.



(b) At the date of this deed, the Environmental Manager is Steve Fermio.

Sustainability Manager

(a) The Sustainability Manager must:

- (i) possess a recognised qualification relevant to the position and the SVC 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 SVC Contractor on sustainability matters;
- (iv) be responsible for a sustainability induction and training program for all personnel involved in the performance of the SVC 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 SVC 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 SVC Contractor's Activities.

(b) At the date of this deed, the Sustainability Manager is Alan Davis.

Work Health and Safety Manager

(a) The Work Health and Safety Manager must:

- (i) possess and recognised qualification relevant to the position and the SVC Contractor's Activities and have recent relevant work health and safety management experience on projects similar to the Project Works and Temporary Works;
- (ii) have at least fifteen years' experience in work health and safety management, with extensive experience in the preparation and implementation of work health and safety management systems and plans;
- (iii) be available as the Principal's Representative's primary contact with the SVC Contractor on work health and safety matters;
- (iv) be responsible for a work health and safety induction and training program for all personnel involved in the performance of the SVC Contractor's Activities;
- (v) be responsible for and have the authority to develop and implement the Project WHS Management Plan;
- (vi) be given authority by the SVC 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 when any non-conformance with the work health and safety requirements of this deed is identified; and



- (vii) be engaged full-time during the execution of the SVC 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 SVC Contractor's Activities.
- (b) At the date of this deed, the Work Health and Safety Manager is George Kruk.



Schedule 29 - Statutory Declaration

Clause 12.4(h)

<i>Statutory Declaration</i>	<i>Oaths Act (NSW) Ninth Schedule</i>								
<p>I,</p> <p>of</p> <p>do solemnly and sincerely declare that:</p> <p>1. I am the representative of:</p> <p>.....</p> <p>("the Contractor")</p> <p>in the Office Bearer capacity of:</p> <p>.....</p> <p>2. The Contractor has a contract with the [.....]:</p> <p>.....</p> <p>("the Contract")</p> <p>3. I personally know the facts which I have set out in this declaration.</p> <p>4. All employees who have at any time been engaged by the Contractor for work done under the Contract:</p> <p style="margin-left: 20px;">a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and</p> <p style="margin-left: 20px;">b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation.</p> <p style="margin-left: 20px;">with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: left;">Employee:</th> <th style="width: 30%; text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">unpaid or not accrued:</td> <td></td> </tr> <tr> <td>.....</td> <td></td> </tr> <tr> <td>.....</td> <td></td> </tr> </tbody> </table> <p>5. All subcontractors and suppliers to the Contractor have been paid all moneys which as at the date of this declaration have been claimed by them to the Contractor for the performance of work under the Contract (as applicable) and the supply of materials for use in work under the Contract, with the exception of the</p>	Employee:	Amount	unpaid or not accrued:			<p>insert full name of Declarant</p> <p>insert address</p> <p>insert name of Contractor, and ACN if applicable</p> <p>insert position title of Declarant</p> <p>insert name of Contract</p> <p>insert names and addresses of the unpaid employees, the amounts unpaid, and whether in respect of wages, allowances, holiday pay, long service leave payments and superannuation entitlement etc.</p> <p>insert names and addresses of the unpaid subcontractors and suppliers, the amounts owing and whether in</p>
Employee:	Amount								
unpaid or not accrued:									
.....									
.....									



subcontractors and suppliers and the respective unpaid amounts listed below:

respect of materials supplied, work performed etc.

Subcontractor or supplier:
unpaid: Amount

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

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, 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



SVC Project Deed Schedules

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 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.

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



SUBCONTRACTOR'S STATEMENT

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

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

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987* (NSW), Schedule 2 Part 5 *Payroll Tax Act 2007* (NSW), and s127 *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).



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 Relations 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.

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.



Schedule 30 - Quality Manager's Payment Claim Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 12.2(b)(i)B

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of clause 12.2(b)(i)B of the deed between the Principal and [] (ABN []) [] ("**SVC Contractor**") dated [] with respect to the Project, I hereby certify that all work the subject of the attached progress claim by the SVC Contractor has been executed and is in accordance with the requirements of the deed, subject to the following:

.....

Signed by

[Quality Manager]



Schedule 31 - Independent Certifier's Payment Claim Certificate

North West Rail Link - Surface and viaduct civil works ("Project")

Clause 12.2(b)(i)C

To: The Principal's Representative

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

In accordance with the terms of clause 12.2(b)(i)C of the deed between the Principal and [] (ABN []) ("**SVC Contractor**") dated [] with respect to the Project, we hereby certify that all work the subject of the attached progress claim by the SVC Contractor has been executed and is in accordance with the requirements of the deed, including the SWTC, subject to the following:

.....

Signed for and on behalf of

[insert name of the Independent Certifier]



Schedule 32 - Independent Certifier's Asset Management Information Certificate

Clause 7.14(k)(ii)B

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

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

In accordance with the terms of clause 7.14(k)(ii)B of the deed between the Principal and [] (ABN [] ("SVC Contractor") dated [] with respect to the Project, we hereby certify that:

- (a) the final draft of the Asset Management Information complies with the requirements of the deed, including the SWTC; and
- (b) the SVC Contractor has addressed all issues of review, comment and consultation with the Independent Certifier and the Principal in respect of the Asset Management Information.



Schedule 33 – Requirements of Third Party Agreements

Clause 3.12

1. No limitation on deed

Nothing in this Schedule 33 limits the Principal's rights or affects the SVC Contractor's obligations under any clause of this deed.

2. Works Authorisation Deed

(a) The SVC Contractor:

- (i) acknowledges that the Principal has entered into the WAD; and
- (ii) must, in performing the SVC Contractor's Activities:
 - A. 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 its obligations under the WAD or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the SVC 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 SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(ii)A;
- (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 tables below; and
- (iv) may not exercise any of the Principal's discretions or rights under the WAD unless agreed by the Principal in writing.

(b) The SVC Contractor acknowledges that:

- (i) the WAD provides a process for certain works described as "Road Works" in the WAD (**Road Works**) to be designed and constructed;
- (ii) it is not obliged to design and construct the Road Works unless this deed (including Appendix 19 to the SWTC) requires it to design and construct such works;
- (iii) if it does elect to design and construct any of the Road Works, it must do so in accordance with the requirements of the WAD, this Schedule 33 and this deed;

- (iv) if it proposes to design and construct any other works on the surface of a road (other than the Works or the Road 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 SVC Contractor arising out of or in any way in connection with:
 - 1) identifying and obtaining access to any Extra Land required for such works; or
 - 2) any delay, additional costs or other effects on the SVC Contractor's Activities related to the ability of the SVC Contractor or its Subcontractors to obtain access to such Extra Land or obtain any necessary Approvals.
- (e) Where the WAD provides that:
- (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,
- do something or comply with an obligation, the SVC Contractor must, in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the WAD provides for the Principal to provide a document, notice or information to RMS:
- (i) the SVC Contractor must not provide any such document, notice or information directly to RMS; and
 - (ii) the SVC 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 RMS within the time period required by the WAD.
- (e) The SVC Contractor must, in carrying out the SVC 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 SVC 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.
- (f) Whenever, pursuant to the terms of the WAD, the Principal makes an acknowledgment 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 33 and the other terms of this deed, the SVC 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.

- (g) The SVC 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 SVC Contractor agrees that the Principal similarly makes no representation to the SVC 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.
- (h) Nothing in the WAD or this Schedule 33 limits the Principal's rights or the SVC Contractor's obligations in relation to Construction Completion or the rectification of Defects under this deed, including clauses 8.1 - 8.4 of this deed.
- (i) The SVC Contractor must indemnify the Principal from and against any claim by RMS against the Principal or any Liability of the Principal to RMS arising out of or in any way in connection with the WAD to the extent that the claim or Liability is caused by, or arises out of, or in any way in connection with, the SVC Contractor's Activities:
 - (i) provided that the SVC 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 claim or Liability; and
 - (ii) except to the extent it is limited in this Schedule 33 (including by clause 2(j)).
- (j) The SVC Contractor will:
 - (i) only be liable to the Principal for any Liability arising out of clauses 17.3(d) or 26 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 act or omission of, or injury, death or damage caused by, the SVC Contractor or its Associates; or
 - B. where the SVC 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 27.2(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 G to the WAD; or
 - B. are in respect of Consequential Loss incurred by:
 - 1) a third party service provider to RMS;
 - 2) a roadway or busway operator; or

3) operators of RMS tolled roads and the North-West Transitway,

unless the SVC Contractor would otherwise be liable to the Principal for any such claim or Loss pursuant to a provision of this deed.

(k) The SVC Contractor:

(i) bears the full risk of:

A. complying with the obligations under this Schedule 33; and

B. any acts or omissions of RMS or its employees, agents, contractors or officers; and

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

A. the risks referred to in clause 2(k)(i) of this Schedule 33; or

B. any acts or omissions of RMS or its employees, agents, contractors or officers.

Clause	Extent of Principal's responsibility for clause specified
3	All
4.2	All
4.3	The Principal will be responsible for the obligation in clause 4.3, except that the SVC Contractor must provide any information the Principal requires for provision to RMS in accordance with clause 4.3(b).
5.1	All
5.2 (a), (b) and (c)	All
7.2(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
7.4(b)	The Principal will enter into an interface agreement under this clause but the SVC Contractor must comply with the requirements of any such interface agreement in accordance with clause 4 of this Schedule 33.
12.6(c)	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
13.3(a)	The Principal's obligations under this clause are limited to obtaining, and providing evidence of currency of, those insurances that it is required to



	effect in accordance with clause 13.3 of this deed.
13.3(b)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
13.3(f)	The Principal will enter into an interface agreement under this clause but the SVC Contractor must comply with the requirements of any such interface agreement in accordance with clause 4 of this Schedule 33.
15.2(b)	All
16.11	All
19.3	All
25	The Principal's obligations under this clause are limited to effecting, and providing proof of currency of, the insurances required to be effected under clause 13.3 of this deed.
27.2(b)	All
28	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
29	All
34.7	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.

3. Hills Shire Council SVC Interface Agreement

- (a) The SVC Contractor:
- (i) acknowledges that the Principal has entered into the Hills Shire Council SVC Interface Agreement with The Hills Shire Council (**Council**); and
 - (ii) must, in performing the SVC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Hills Shire Council SVC Interface Agreement as if it were named as the Principal in the Hills Shire Council SVC Interface Agreement so as to ensure that the Principal is able to fully meet its obligations under the Hills Shire Council SVC Interface Agreement or otherwise at law except to the extent that the table below:



- 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the SVC Contractor's obligation in respect of that obligation, condition or requirement; and
- B. comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 3(a)(ii)A3(a)(ii)A;
- (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 tables below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Hills Shire Council SVC Interface Agreement unless agreed by the Principal in writing.
- (b) Where the Hills Shire Council SVC Interface Agreement provides that:
- (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,

do something or comply with an obligation, the SVC Contractor must, in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (c) Where the Hills Shire Council SVC Interface Agreement provides for the Principal to provide a document, notice or information to the Council:
- (i) the SVC Contractor must not provide any such document, notice or information directly to the Council;
 - (ii) subject to paragraph (iii), the SVC 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 the Council within the time period required by the Hills Shire Council SVC Interface Agreement; and
 - (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to the Council under the Hills Shire Council SVC Interface Agreement; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (d) The SVC Contractor must, in carrying out the SVC 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 Hills Shire Council SVC Interface Agreement or other requirements of the Council;
 - (ii) ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Council under the Hills Shire Council SVC Interface Agreement or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Hills Shire Council SVC Interface Agreement.
- (e) Whenever, pursuant to the terms of the Hills Shire Council SVC Interface Agreement, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Council under any clause of the Hills Shire Council SVC Interface Agreement then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC Contractor is deemed to make the same acknowledgment or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgment, release or warranty, indemnity, or covenant made or given by the Principal under the Hills Shire Council SVC Interface Agreement in the same way as if the relevant terms of the acknowledgment, release or warranty, indemnity or covenant were set out in full in this deed.
- (f) The SVC Contractor acknowledges that to the extent that the Hills Shire Council SVC Interface Agreement contains a provision pursuant to which the Council is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the Hills Shire Council SVC Interface Agreement were set out fully in this deed.
- (g) Nothing in the Hills Shire Council SVC Interface Agreement or this Schedule 33 limits the Principal's rights or the SVC Contractor's obligations in relation to Construction Completion or the rectification of Defects under this deed, including clauses 8.1 - 8.4 of this deed.
- (h) The SVC Contractor must indemnify the Principal from and against any claim by the Council against the Principal or any Liability of the Principal to the Council arising out of or in any way in connection with the Hills Shire Council SVC Interface Agreement to the extent that the claim or Liability is caused by, or arises out of, or in any way in connection with, the SVC Contractor's Activities provided that the SVC 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 claim or Liability.
- (i) The SVC Contractor:
- (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; 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(i)(i) of this Schedule 33; or
 - B. any acts or omissions of the Council or its employees, agents, contractors or officers.

Clause	Extent of Principal's responsibility for clause specified
4.1	All
4.2 (a), (b) and (e)	All
9.5(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
12(b)	The Principal will enter into an interface agreement under this clause but the SVC Contractor must comply with the requirements of any such interface agreement in accordance with clause 5 of this Schedule 33.
13	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
15.6	All.
15.9	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.

4. Draft Rail Safety Interface Agreement with RMS

- (a) The SVC Contractor acknowledges that the Principal will enter into a Rail Safety Interface Agreement with Road and Maritime Services (**RMS**).
- (b) The SVC Contractor must, in performing the SVC Contractor's Activities:
 - (i) comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the RMS RSIA as if it were named as the Principal in the RMS RSIA so as to ensure that the Principal is able to fully meet its obligations under the RMS RSIA or otherwise at law except to the extent that the table below:
 - A. provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or



- B. limits the SVC Contractor's obligation in respect of that obligation, condition or requirement;
 - (ii) comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 4(b)(i) of this Schedule 33;
 - (iii) 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 tables below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the RMS RSIA unless agreed by the Principal in writing.
- (c) Where the RMS RSIA provides that:
- (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,
- do something or comply with an obligation, the SVC Contractor must in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the RMS RSIA provides for the Principal to provide a document, notice or information to RMS:
- (i) the SVC Contractor must not provide any such document, notice or information directly to RMS; and
 - (ii) subject to paragraph (iii), the SVC 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 RMS within the time period required by the RMS RSIA; and
 - (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to RMS under the RMS RSIA; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (e) The SVC Contractor must, in carrying out the SVC 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 RMS RSIA or other requirements of RMS;
 - (ii) ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the RMS RSIA or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the RMS RSIA.



- (f) Whenever, pursuant to the terms of the RMS RSIA, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the RMS RSIA then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC 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 RMS RSIA 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 SVC Contractor acknowledges that to the extent that the RMS RSIA contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the RMS RSIA were set out fully in this deed.
- (h) The SVC Contractor must indemnify the Principal from and against any claim by RMS against the Principal or any Liability of the Principal to RMS arising out of or in any way in connection with the RMS RSIA to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the SVC Contractor's Activities:
 - (i) provided that the SVC 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 claim or Liability; and
 - (ii) except to the extent it is limited in this Schedule 33 (including by paragraph (i)).
- (i) The SVC Contractor will only be liable to the Principal for any costs under clause 8.2 of the RMS RSIA:
 - (i) to the extent that the Principal incurs costs in complying with the RMS RSIA 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 SVC Contractor or its Associates; or
 - (ii) where the SVC Contractor would otherwise be liable pursuant to a provision of this deed.
- (j) The SVC Contractor:
 - (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of RMS and 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(j)(i) of this Schedule 33; 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 RMS RSIA.

Clause	Extent of Principal's responsibility for clause specified
2(b) and (c)	All
3.1(a)	All
3.1(b)	The Principal will be responsible for the obligations under this clause, provided that the SVC Contractor must provide a representative to attend any joint risk workshops if required by the Principal.
3.1(e)	The Principal will be responsible for the obligations under this clause, except to the extent that the SVC Contractor must provide all information reasonably requested by the Principal (and in the time requested by the Principal) in connection with the performance of the Principal's obligations under clause 3.1 of the RMS RSIA.
3.3(b)	All
3.4(a)	All
4	The Principal will be responsible for the obligations under this clause only to the extent that they relate to infrastructure or land other than: <ul style="list-style-type: none"> (a) the Construction Site and any other areas affected by the SVC Contractor's Activities; (b) the Project Works and the Temporary Works; or (c) any other place where any part of the SVC Contractor's Activities is being carried out (including Extra Land).
5	All
6	The Principal will comply with the obligations under this clause but the SVC Contractor must also: <ul style="list-style-type: none"> (a) keep sufficient records to allow its obligations under this Schedule 33 with respect to the RMS RSIA to be audited and reviewed; and (b) allow such records to be audited and reviewed as required by the Principal.
7.1	All
7.2	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the

	Principal (and in the time requested by the Principal) in connection with an Issue under this clause.
8.2(a)	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
8.2(b)	All

5. Rail Safety Interface Agreement with The Hills Shire Council

- (a) The SVC Contractor acknowledges that the Principal has entered into the Rail Safety Interface Agreement with The Hills Shire Council (**Council**) dated 20 November 2013 (**Hills RSIA**).
- (b) The SVC Contractor must, in performing the SVC Contractor's Activities:
- (i) comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Hills RSIA as if it were named as the Principal in the Hills RSIA so as to ensure that the Principal is able to fully meet its obligations under the Hills RSIA or otherwise at law except to the extent that the table below:
 - A. provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - B. limits the SVC Contractor's obligation in respect of that obligation, condition or requirement;
 - (ii) comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 5(b)(i) of this Schedule 33;
 - (iii) 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 tables below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Hills RSIA unless agreed by the Principal in writing.
- (c) Where the Hills RSIA provides that:
- (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,
- do something or comply with an obligation, the SVC Contractor must in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Hills RSIA provides for the Principal to provide a document, notice or information to the Council:



- (i) the SVC Contractor must not provide any such document, notice or information directly to the Council;
 - (ii) subject to paragraph (iii), the SVC 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 the Council within the time period required by the Hills RSIA; and
 - (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to the Council under the Hills RSIA; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (e) The SVC Contractor must, in carrying out the SVC 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 Hills RSIA or other requirements of the Council;
 - (ii) ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Council under Hills RSIA or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Hills RSIA.
- (f) Whenever, pursuant to the terms of the Hills RSIA, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Council under any clause of the Hills RSIA then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC 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 Hills RSIA 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 SVC Contractor acknowledges that to the extent that the Hills RSIA contains a provision pursuant to which the Council is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the Hills RSIA were set out fully in this deed.
- (h) The SVC Contractor must indemnify the Principal from and against any claim by the Council against the Principal or any Liability of the Principal to the Council arising out of or in any way in connection with the Hills RSIA to the extent that the claim or Liability is caused by, or arises out of, or in any way in connection with, the SVC Contractor's Activities:
- (i) provided that the SVC 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 claim or Liability; and
- (ii) except to the extent it is limited in this Schedule 33 (including by paragraph (i)).
- (i) The SVC Contractor will only be liable to the Principal for any costs under clause 8.2 of the Hills RSIA:
- (i) to the extent that the Principal incurs costs in complying with the Hills RSIA 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 SVC Contractor or its Associates; or
- (ii) where the SVC Contractor would otherwise be liable pursuant to a provision of this deed.
- (j) The SVC Contractor:
- (i) bears the full risk of:
- A. complying with the obligations under this Schedule 33; and
- B. any acts or omissions of the Council and 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 5(j)(i) of this Schedule 33; or
- B. any acts or omissions of the Council 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 Hills RSIA.

Clause	Extent of Principal's responsibility for clause specified
2(b) and (c)	All
3.1(a)	All
3.1(b)	The Principal will be responsible for the obligations under this clause, provided that the SVC Contractor must provide a representative to attend any joint risk workshops if required by the Principal.
3.1(e)	The Principal will be responsible for the obligations under this clause, except to the extent that the SVC Contractor must provide all information reasonably requested by the Principal (and in the time requested by the Principal) in connection with the performance of the Principal's obligations under clause 3.1 of the Hills RSIA.
3.3(b)	All



3.4(a)	All
4	The Principal will be responsible for the obligations under this clause only to the extent that they relate to infrastructure or land other than: <ul style="list-style-type: none"> (a) the Construction Site and any other areas affected by the SVC Contractor's Activities; (b) the Project Works and the Temporary Works; or (c) any other place where any part of the SVC Contractor's Activities is being carried out (including Extra Land).
5	All
6	The Principal will comply with the obligations under this clause but the SVC Contractor must also: <ul style="list-style-type: none"> (a) keep sufficient records to allow its obligations under this Schedule 33 with respect to the Hills RSIA to be audited and reviewed; and (b) allow such records to be audited and reviewed as required by the Principal.
7.1	All
7.2	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with an Issue under this clause.
8.2	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.

6. Corporation Sole Construction Lease

- (a) The obligations of the SVC Contractor in this clause 6 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the SVC Contractor is granted access to that area until the Portion Handover Date relevant to that area.
- (b) The SVC Contractor:
 - (i) acknowledges that the Principal has entered into a Deed of Agreement for Lease with the Minister administering the Environmental Planning and Assessment Act 1979, as a Corporation Sole (**Corporation Sole**), dated 22 May 2013 (**Agreement for Lease**);



- (ii) acknowledges that the terms of the Agreement for Lease incorporate the terms and conditions of the Construction Lease which TfNSW has or will enter into with the Corporation Sole (CS Lease);
- (iii) must, in performing the SVC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Agreement for Lease and CS Lease as if it were named as the Principal in the Agreement for Lease and CS Lease so as to ensure that the Principal is able to fully meet its obligations under the Agreement for Lease and CS Lease or otherwise at law except to the extent that the table below:
 - 2) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 3) limits the SVC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 6(b)(iii)A of this Schedule 33;
- (iv) 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 tables below; and
- (v) may not exercise any of the Principal's discretions or rights under the Agreement for Lease or CS Lease unless agreed by the Principal in writing.
- (c) Where the Agreement for Lease or CS Lease provide that:
 - (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,do something or comply with an obligation, the SVC Contractor must in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Agreement for Lease or CS Lease provide for the Principal to provide a document, notice or information to the Corporation Sole:
 - (i) the SVC Contractor must not provide any such document, notice or information directly to the Corporation Sole;
 - (ii) subject to paragraph (iii), the SVC Contractor must provide to the Principal any document, notice or information required to be provided to the Corporation Sole under the Agreement for Lease or CS Lease within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Corporation



- Sole within the time period required by the Agreement for Lease or CS Lease; and
- (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
- A. which the Principal may elect at its discretion to provide to the Corporation Sole under the Agreement for Lease or CS Lease; or
- B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (e) The SVC Contractor must, in carrying out the SVC 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 Agreement for Lease or CS Lease or other requirements of the Corporation Sole;
- (ii) ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Corporation Sole under the Agreement for Lease or CS Lease or otherwise at law; and
- (iii) otherwise act consistently with the terms of the Agreement for Lease and CS Lease.
- (f) Whenever, pursuant to the terms of the Agreement for Lease or CS Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Corporation Sole under any clause of the Agreement for Lease or CS Lease then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC 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 Agreement for Lease or CS 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 SVC Contractor acknowledges that to the extent that the Agreement for Lease or CS Lease contains a provision pursuant to which the Corporation Sole is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the Agreement for Lease and CS Lease were set out fully in this deed.
- (h) The SVC Contractor must indemnify the Principal from and against any claim by the Corporation Sole against the Principal or any Liability of the Principal to the Corporation Sole arising out of or in any way in connection with the Agreement for Lease or CS Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the SVC Contractor's Activities, provided that the SVC 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 claim or Liability.

(i) Subject to clause 3.1(e) of this deed, the SVC Contractor:



- (i) bears the full risk of:
- A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of the Corporation Sole and 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 33; or
 - B. any acts or omissions of the Corporation Sole 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 Agreement for Lease and/or CS Lease (as applicable).

Clause	Extent of Principal's responsibility for clause specified
Deed of Agreement	
2.1	All
2.2	All
2.3	All
3.1	With regard to occupation of the Land on the terms contained in the CS Lease, the Principal retains responsibility for compliance with the clauses of the CS Lease to the extent set out in this table under heading CS Lease. The Principal will retain the obligation to provide evidence of insurances.
3.2	All
4.2	All
5.1	All
5.3(a)	All
7	The Principal will be responsible for all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
8.2	All
9.2	All
9.3	All



10	All
11.7(a)	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule.
11.7(b)	The Principal will be responsible for the payment of the costs, duties, fees or other expenses described in this clause, except to the extent that any of the costs, duties, fees or other expenses arise out of or are connected with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the SVC Contractor or its Associates or if the amounts relate to an obligation that the SVC Contractor has under this Schedule 33.
11.9	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule.
11.14	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the Agreement for Lease, and performing the obligations under the Agreement for Lease that it retains pursuant to this Schedule.
11.17(a)	The Principal will be responsible for the payment of the costs described in this clause, except to the extent that any of the costs arise out of or are connected with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the SVC Contractor or its Associates.
CS Lease	
2(a)	The Principal will retain all of the obligations under this clause except to the extent that they include the obligations set out in clause 2(b).
3	All
4.1(c)(ii)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
4.2	All
4.4(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
7.2(b)(i) - 7.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 7.2(b)(i) and 7.2(b)(ii) of the CS Lease.
8.3	The Principal's obligations under this clause are limited to signing the plans and documents and providing the consents referred to in this clause.
9.3(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
10.2	All
10.3	All



11.3(a)	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 13.3 of this deed.
11.3(b)	The Principal's obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
11.4(b)	The Principal's obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
12(a)	All
14.5	The Principal will be responsible for all of the obligations under this clause, except to the extent set out below: <ul style="list-style-type: none"> a) under clause 14.5(g)(i), the Principal will only be responsible for complying with the obligations under the CS Lease that it retains pursuant to this Schedule 33; and b) the SVC Contractor must comply with the obligations set out in clause 14.5(g)(ii).
15	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
16.7(a)	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
16.7(b)	The Principal will be responsible for the payment of the costs, duties, fees or other expenses described in this clause, except to the extent that any of the costs, duties, fees or other expenses arise out of or are connected with a breach of contract by, a negligent act or omission of, or injury, death or damage caused by the SVC Contractor or its Associates.
16.9	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
16.15	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the CS Lease, and performing the obligations under the CS Lease that it retains pursuant to this Schedule 33.
Schedule	All



7. Draft RMS SVC Construction Lease

- (a) The obligations of the SVC Contractor in this clause 7 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the SVC Contractor is granted access to that area until the Portion Handover Date relevant to that area.
- (b) The SVC Contractor:
- (i) acknowledges that the Principal will enter into a Construction Lease with RMS in respect of lot 61 in deposited plan 1071715 and various other parcels of land required for the SVC Construction Site (**RMS SVC Lease**);
 - (ii) must, in performing the SVC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the RMS SVC Lease as if it were named as the Principal in the RMS SVC Lease so as to ensure that the Principal is able to fully meet its obligations under the RMS SVC Lease or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the SVC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 7(b)(ii)A of this Schedule 33;
 - (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 tables below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the RMS SVC Lease unless agreed by the Principal in writing.
- (c) Where the RMS SVC Lease provides that:
- (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,
- do something or comply with an obligation, the SVC Contractor must in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the RMS SVC Lease provides for the Principal to provide a document, notice or information to RMS:



- (i) the SVC Contractor must not provide any such document, notice or information directly to RMS;
- (ii) subject to paragraph (iii), the SVC Contractor must provide to the Principal any document, notice or information required to be provided to RMS under the RMS SVC Lease 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 RMS SVC Lease; and
- (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to RMS under the RMS SVC Lease; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (e) The SVC Contractor must, in carrying out the SVC 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 RMS SVC Lease or other requirements of RMS;
 - (ii) ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the RMS SVC Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the RMS SVC Lease.
- (f) Whenever, pursuant to the terms of the RMS SVC Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the RMS SVC Lease then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC 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 RMS SVC 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 SVC Contractor acknowledges that to the extent that the RMS SVC Lease contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the RMS SVC Lease were set out fully in this deed.
- (h) The SVC Contractor must indemnify the Principal from and against any claim by RMS against the Principal or any Liability of the Principal to RMS arising out of or in any way in connection with the RMS SVC Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the SVC Contractor's Activities, provided that the SVC 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 claim or Liability.



- (i) Subject to clause 3.1(e) of this deed, the SVC Contractor:
- (i) bears the full risk of:
- A. complying with the obligations under this Schedule 33; and
- B. any acts or omissions of RMS and 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 33; or
- B. any acts or omissions of RMS 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 RMS SVC Lease.

Clause	Extent of Principal's responsibility for clause specified
3	All
4.2	All
5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 5.2(b)(i) and 5.2(b)(ii) of the RMS SVC Lease.
7.3(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
8.2	All
8.3	All
9.2(a)	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 13.3 of this deed.
9.2(b)	The Principal's obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
10(a) and 10(b)(ii)	All
12.2	All
13	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.



14.7	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
14.8	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
14.14(a)	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the RMS SVC Lease, and performing the obligations under the RMS SVC Lease that it retains pursuant to this Schedule 33.
14.14(b)	All
Schedule	All

8. Draft Burns Car Park Construction Lease

- (a) Subject to clause 8(d), the obligations of the SVC Contractor in this clause 8 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the SVC Contractor is granted access to that area until the Portion Handover Date relevant to that area.
- (b) The SVC Contractor:
- (i) acknowledges that the Principal will enter into a Construction Lease with RMS in respect of part of lots 10 and 11 in deposited plan 844963 comprising the Burns Car Park (**Burns Lease**);
- (ii) must, in performing the SVC Contractor's Activities:
- A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Burns Lease as if it were named as the Principal in the Burns Lease so as to ensure that the Principal is able to fully meet its obligations under the Burns Lease or otherwise at law except to the extent that the table below:
- 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the SVC Contractor's obligation in respect of that obligation, condition or requirement; and
- B. comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 8(b)(ii)A of this Schedule 33;



- (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 tables below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Burns Lease unless agreed by the Principal in writing.
- (c) Where the Burns Lease provides that:
 - (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,

do something or comply with an obligation, the SVC Contractor must in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Burns Lease provides for the Principal to:
 - (i) carry out works or rectify damage before; or
 - (ii) return the land in a particular condition at,

the end of the term of the Burns Lease, the SVC Contractor must comply with that obligation before the SVC Contractor's obligations under this Schedule 33 in relation to the relevant part of the Construction Site cease in accordance with clause 8(a) of this Schedule 33.
- (e) Where the Burns Lease provides for the Principal to provide a document, notice or information to RMS:
 - (i) the SVC Contractor must not provide any such document, notice or information directly to RMS;
 - (ii) subject to paragraph (iii), the SVC Contractor must provide to the Principal any document, notice or information required to be provided to RMS under the Burns Lease 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 Burns Lease; and
 - (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to RMS under the Burns Lease; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (f) The SVC Contractor must, in carrying out the SVC 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 Burns Lease or other requirements of RMS;



- (ii) (ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to RMS under the Burns Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Burns Lease.
- (g) Whenever, pursuant to the terms of the Burns Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to RMS under any clause of the Burns Lease then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC 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 Burns 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.
- (h) The SVC Contractor acknowledges that to the extent that the Burns Lease contains a provision pursuant to which RMS is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the Burns Lease were set out fully in this deed.
- (i) The SVC Contractor must indemnify the Principal from and against any claim by RMS against the Principal or any Liability of the Principal to RMS arising out of or in any way in connection with the Burns Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the SVC Contractor's Activities, provided that the SVC 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 claim or Liability.
- (j) Subject to clause 3.1(e) of this deed, the SVC Contractor:
- (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of RMS and 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 33; or
 - B. any acts or omissions of the 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 Burns Lease.

Clause	Extent of Principal's responsibility for clause specified
3	All



5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 5.2(b)(i) and 5.2(b)(ii) of the Burns Lease.
7.3(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
8.2	All
8.3	All
9.2(a)	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 13.3 of this deed.
9.2(b)	The Principal's obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
10(a) and 10(b)(ii)	All
12.2	All
13	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
14.7	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
14.8	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
14.14	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the Burns Lease, and performing the obligations under the Burns Lease that it retains pursuant to this Schedule 33.
14.14(b)	All

9. Draft Sydney Water Construction Lease

- (a) The obligations of the SVC Contractor in this clause 9 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the SVC Contractor is granted access to that area until the Portion Handover Date relevant to that area.

- (b) The SVC Contractor:
- (i) acknowledges that the Principal will enter into a Construction Lease with Sydney Water Corporation (**Sydney Water**) (**Sydney Water Lease**);
 - (ii) must, in performing the SVC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Sydney Water Lease as if it were named as the Principal in the Sydney Water Lease so as to ensure that the Principal is able to fully meet its obligations under the Sydney Water Lease or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the SVC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 9(b)(ii)A of this Schedule 33;
 - (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 tables below; and
 - (iv) may not exercise any of the Principal's discretions or rights under the Sydney Water Lease unless agreed by the Principal in writing.
- (c) Where the Sydney Water Lease provides that:
- (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,
- do something or comply with an obligation, the SVC Contractor must in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Sydney Water Lease provides for the Principal to provide a document, notice or information to Sydney Water:
- (i) the SVC Contractor must not provide any such document, notice or information directly to Sydney Water;
 - (ii) subject to paragraph (iii), the SVC Contractor must provide to the Principal any document, notice or information required to be provided to Sydney Water under the Sydney Water Lease 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 Lease; and

- (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to Sydney Water under the Sydney Water Lease; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (e) The SVC Contractor must, in carrying out the SVC 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 Lease or other requirements of Sydney Water;
 - (ii) ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to Sydney Water under the Sydney Water Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Sydney Water Lease.
- (f) Whenever, pursuant to the terms of the Sydney Water Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to Sydney Water under any clause of the Sydney Water Lease then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC 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 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 SVC Contractor acknowledges that to the extent that the Sydney Water Lease contains a provision pursuant to which Sydney Water is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the Sydney Water Lease were set out fully in this deed.
- (h) The SVC Contractor must indemnify the Principal from and against any claim by Sydney Water against the Principal or any Liability of the Principal to Sydney Water arising out of or in any way in connection with the Sydney Water Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the SVC Contractor's Activities, provided that the SVC 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 claim or Liability.
- (i) Subject to clause 3.1(e) of this deed, the SVC Contractor:
 - (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of Sydney Water and 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 9(i)(i) of this Schedule 33; or
 - B. any acts or omissions of Sydney Water 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 Sydney Water Lease.

Clause	Extent of Principal's responsibility for clause specified
2.1(a) to 2.1(c)	All.
2.2(a) to (c)	All
3	All
4.2	The Principal's obligations under this clause are limited to complying with section 3 of Schedule 2.
5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 5.2(b)(i) and 5.2(b)(ii) of the Sydney Water Lease.
7.3(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
8.2	All
8.3	All
9.2(a)	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 13.3 of this deed.
9.2(b)	The Principal's obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
10(a) and 10(b)	All
12.2	All
13	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
14.7	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.



14.8	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
14.14(a)	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the Sydney Water Lease, and performing the obligations under the Sydney Water Lease that it retains pursuant to this Schedule 33.
14.14(b)	All
Schedule 2	Clause 3 only

10. Draft Rouse Hill Town Centre Construction Lease

- (a) The obligations of the SVC Contractor in this clause 10 of Schedule 33 apply in relation to each relevant area of the Construction Site as specified in the Site Access Schedule, from the date on which the SVC Contractor is granted access to that area until the Portion Handover Date relevant to that area.
- (b) The SVC Contractor:
- (i) acknowledges that the Principal will enter into a Construction Lease with the Minister administering the Environmental Planning and Assessment Act 1979, as a Corporation Sole (**Corporation Sole**), in respect of part of lot 312 in deposited plan 1107129 and part of lot 13 in deposited plan 280013 (**Rouse Hill Lease**);
 - (ii) must, in performing the SVC Contractor's Activities:
 - A. comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Rouse Hill Lease as if it were named as the Principal in the Rouse Hill Lease so as to ensure that the Principal is able to fully meet its obligations under the Rouse Hill Lease or otherwise at law except to the extent that the table below:
 - 1) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
 - 2) limits the SVC Contractor's obligation in respect of that obligation, condition or requirement; and
 - B. comply with and fulfil any other conditions, obligations or requirements allocated to the SVC Contractor in this Schedule 33 that are additional to or more stringent or onerous than the conditions and requirements described in clause 10(b)(ii)A of this Schedule 33;
 - (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 tables below; and



- (iv) may not exercise any of the Principal's discretions or rights under the Rouse Hill Lease unless agreed by the Principal in writing.
- (c) Where the Rouse Hill Lease provides that:
 - (i) the SVC Contractor must; or
 - (ii) the Principal must ensure that the SVC Contractor will,

do something or comply with an obligation, the SVC Contractor must in performing the SVC Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Rouse Hill Lease provides for the Principal to provide a document, notice or information to the Corporation Sole:
 - (i) the SVC Contractor must not provide any such document, notice or information directly to the Corporation Sole;
 - (ii) subject to paragraph (iii), the SVC Contractor must provide to the Principal any document, notice or information required to be provided to Corporation Sole under the Rouse Hill Lease within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to Corporation Sole within the time period required by the Rouse Hill Lease; and
 - (iii) the SVC Contractor is not required to provide to the Principal any document, notice or information:
 - A. which the Principal may elect at its discretion to provide to the Corporation Sole under the Rouse Hill Lease; or
 - B. responsibility for which the Principal has retained pursuant to the table in this Schedule 33.
- (e) The SVC Contractor must, in carrying out the SVC 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 Rouse Hill Lease or other requirements of the Corporation Sole;
 - (ii) ensure that no act or omission of the SVC Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to the Corporation Sole under the Rouse Hill Lease or otherwise at law; and
 - (iii) otherwise act consistently with the terms of the Rouse Hill Lease.
- (f) Whenever, pursuant to the terms of the Rouse Hill Lease, the Principal makes an acknowledgment or gives a release or warranty, indemnity, or covenant to the Corporation Sole under any clause of the Rouse Hill Lease then, subject to what is provided in this Schedule 33 and the other terms of this deed, the SVC 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 Rouse Hill 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 SVC Contractor acknowledges that to the extent that the Rouse Hill Lease contains a provision pursuant to which the Corporation Sole is stated to make no representation as to a state of affairs, the SVC Contractor agrees that the Principal similarly makes no representation to the SVC Contractor in respect of that state of affairs in the same way as if the relevant terms of the Rouse Hill Lease were set out fully in this deed.
- (h) The SVC Contractor must indemnify the Principal from and against any claim by the Corporation Sole against the Principal or any Liability of the Principal to the Corporation Sole arising out of or in any way in connection with the Rouse Hill Lease to the extent that the claim or Liability is caused by, or arises out of or in any way in connection with, the SVC Contractor's Activities, provided that the SVC 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 claim or Liability.
- (i) Subject to clause 3.1(e) of this deed, the SVC Contractor:
 - (i) bears the full risk of:
 - A. complying with the obligations under this Schedule 33; and
 - B. any acts or omissions of the Corporation Sole and 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 10(i)(i) of this Schedule 33; or
 - B. any acts or omissions of the Corporation Sole 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 Rouse Hill Lease.

Clause	Extent of Principal's responsibility for clause specified
3	All
4.3	All
5.2(b)(i) - 5.2(b)(ii)	Without limiting clauses 2.16 and 2.17 of this deed, the Principal will be responsible for complying with all of the obligations under clauses 5.2(b)(i) and 5.2(b)(ii) of the Rouse Hill Lease.
7.3(a)	The Principal's obligations under this clause are limited to obtaining the Planning Approval.
8.2	All
8.3	All



9.2(a)	The Principal's obligations under this clause are limited to effecting the insurances that the Principal is required to effect under clause 13.3 of this deed.
9.2(b)	The Principals obligations under this clause are limited to those obligations which relate to the insurances that the Principal is required to effect under clause 13.3 of this deed.
10(a), 10(b) and 10(c)(iii)	All
12.2	All
13	Without limiting clause 11 of this Schedule 33, the Principal will be responsible for complying with all of the obligations under this clause, except to the extent that the SVC Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
14.7	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
14.8	The Principal's obligations under this clause are limited to the extent that they relate to the obligations retained by the Principal under this Schedule 33.
14.14	The Principal's obligations under this clause are limited to the payment of costs and expenses in connection with negotiating, preparing and executing the Rouse Hill Lease, and performing the obligations under the Rouse Hill Lease that it retains pursuant to this Schedule 33.
Schedule	All

11. Common Disputes

- (a) In this clause 11 of Schedule 33:

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

Common Dispute means a dispute described in clause 11(b) of this Schedule 33.

- (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 including where the:
- (i) 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;



- (ii) Principal is entitled to obtain remedies or benefits under a Third Party Agreement which are similar to remedies or benefits claimed by the SVC Contractor in a Claim by the SVC Contractor under this deed;
 - (iii) SVC 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 similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement; or
 - (iv) SVC Contractor has a Claim against the Principal and the Principal has a Claim against a Third Party based on the same or similar events or circumstances.
- (c) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:
- (i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 11 of Schedule 33; and
 - (ii) notify the SVC Contractor in writing of its decision within 20 Business Days of the Common Dispute arising,
- in which case clauses 11(d) to 11(k) of this Schedule 33 will then apply in respect of that Common Dispute.
- (d) In the event that there is a Common Dispute, then:
- (i) clauses 15.2 and 15.4 to 15.15 of this deed will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and
 - (ii) the SVC Contractor acknowledges and agrees that the purpose of this clause 11 of Schedule 33 is:
 - A. to provide the SVC Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the SVC 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 SVC Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the SVC 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 SVC Contractor under this deed in respect of a Common Dispute, the SVC 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 SVC 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 SVC Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
 - A. to the extent that this is referable to the SVC Contractor, including any liability, Claim or loss of the SVC 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 of the relevant Third Party that the SVC Contractor be permitted 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 11(f)(i) of this Schedule 33, make on behalf of the SVC Contractor whatever representations in respect of the Common Dispute that the SVC Contractor reasonably requests; and
 - (iii) provide:
 - A. regular updates to the SVC Contractor; and
 - B. whatever information and documents the SVC Contractor reasonably requests,as to the progress of the Common Dispute.
- (g) The Principal's Liability to the SVC Contractor in respect of the subject matter of a Common Dispute:
- (i) is satisfied by payment to the SVC Contractor in accordance with this clause 11 of Schedule 33; 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 11 of this Schedule 33 with respect to recovery of the

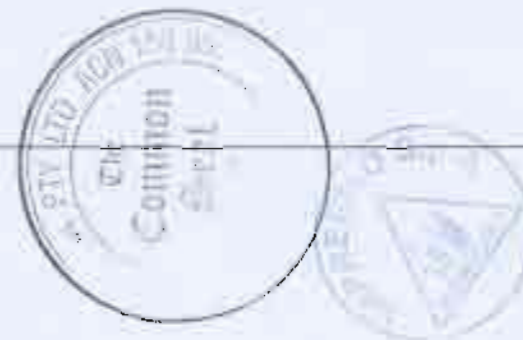


- Principal's and the SVC Contractor's entitlements from the Third Party; and
- B. all appeals from such determination have been exhausted.
- (h) The SVC Contractor agrees:
- (i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by 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):
- 1) a like process will apply to the Common Dispute between the parties; and
- 2) the SVC Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
- B. litigation, the SVC 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 SVC Contractor's rights and obligations under this deed.
- (i) The SVC 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 by the Principal (in either case to the extent not caused by the SVC Contractor).
- (j) To the extent the SVC Contractor has recovered compensation in respect of a Common Dispute under another provision of this deed, then the SVC Contractor is not entitled to the same compensation under this clause 11 of Schedule 33.
- (k) Any payment to which the SVC Contractor is entitled under this clause 11 of Schedule 33 in respect of a Common Dispute shall be paid by the Principal to the SVC Contractor within 20 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.



Schedule 34 – Portions

Clauses 1.1 and 11.10(d)(i)

**Table 1 Drawing**

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference (file contained in Exhibit N)
NWRL-10045-10-SWD-DRG-LS-60323	I	Portions North West Rail Link Areas SVC Bella Vista to Cudgegong Road	NWRL-10045-10-SWD-DRG-LS-60323-I-SVC Portions.pdf

- (a) Unless the context requires otherwise, terms which are defined in the SWTC have the same meaning where used in this Schedule 34.
- (b) Areas that are referred to in this Schedule 34 by an individual area number are references to the areas so numbered and described in the drawing described in Table 1 to this Schedule 34.

Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
Portion 1	All Project Works and Handover Works between Cudgegong Road, Rouse Hill and approximately 200m north of Balmoral	30 August 2016	\$50,000 for every day after the Date for Construction Completion of Portion 1 up to (but not	Nil	All areas of the Project Site within which the infrastructure identified in the second column of this table lies


SVC Project Deed Schedules

Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	<p>Road, Bella Vista, including:</p> <p>(a) Formation for the support of on grade railway track, between Cudgegong Road, Rouse Hill and the Second Ponds Creek Viaduct;</p> <p>(b) the Second Ponds Creek Viaduct;</p> <p>(c) Formation for the support of on grade railway track, between the Second Pond Creek Viaduct and the western end of the Bella Vista to Rouse Hill Viaduct;</p> <p>(d) the Bella Vista to Rouse Hill Viaduct;</p> <p>(e) Station Platforms attached to the Bella Vista to Rouse Hill Viaduct at Kellyville and Rouse Hill;</p> <p>(f) Formation for the support of on grade railway track, between Bella Vista to Rouse Hill Viaduct and approximately 200m north of Balmoral Road, Bella Vista; and</p> <p>(g) all other infrastructure works, measures and arrangements that are located on,</p>		<p>including) the Portion 1 OTS Site Access Date.</p> <p>\$100,000 for every day from the Portion 1 OTS Site Access Date up to (but not including) the Portion 2 OTS Site Access Date.</p> <p>\$418,000 from the Portion 2 OTS Site Access Date.</p>		<p>and the following areas of the Construction Site:</p> <p>i. P1-B1;</p> <p>ii. P1-C1</p> <p>iii. P1-D1;</p> <p>iv. P1-E1;</p> <p>v. P1-F1;</p> <p>vi. P1-G1;</p> <p>vii. P1-H1;</p> <p>viii. P1-J1;</p> <p>ix. P1-J2; and</p> <p>x. P1-K1.</p>

Transport for NSW
ABN 18 604 239 603



SVC Project Deed Schedules

Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	above or below the following areas: i. P1-B1; ii. P1-C1; iii. P1-D1; iv. P1-E1; v. P1-F1; vi. P1-G1; vii. P1-H1; viii. P1-J1; ix. P1-J2; and x. P1-K1.				
Portion 2	All Project Works and Handover Works between approximately 200m north of Balmoral Road, Bella Vista, and the southern end of the Construction Site (excluding any Project Works and Handover Works included in Portion 3)	21 January 2017	\$50,000 for every day after the Date for Construction Completion of Portion 2 up to (but not including) the Portion 2 OTS Site Access Date. \$418,000 from the Portion 2 OTS	Nil	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:

SVC Project Deed Schedules

Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
	<p>and including:</p> <p>(a) formation for the support of on grade railway track, between approximately 200m north of Balmoral Road, Bella Vista, and the southern end of the Construction Site;</p> <p>(b) Overbridge 1 and Overbridge 2;</p> <p>(c) the Balmoral Road Overbridge; and</p> <p>(d) all other infrastructure, works, measures and arrangements, including part of the outlet structure at Elizabeth MacArthur Creek, that are located on, above or below the following areas:</p> <ul style="list-style-type: none"> i. P2-A1; ii. P2-A2; iii. P2-A3; and iv. P2-B1; and <p>(e) any other Project Works and Handover Works not included in Portions 1 and 3.</p>		Site Access Date.		<ul style="list-style-type: none"> i. P2-A1; ii. P2-A2; iii. P2-A3; and iv. P2-B1.

Transport for NSW
ABN 18 904 239 602



SVC Project Deed Schedules

Portion number	Description of infrastructure in Portion	Date for Construction Completion of Portion	Liquidated damages (clause 11.10(d)(i)) \$/day	Additional conditions precedent to Construction Completion of Portion	Part of Construction Site to be handed back at Portion Handover Date
Portion 3	<p>All Project Works and Handover Works located on, above or below area P3-A1, including:</p> <p>(a) all infrastructure, works, measures and arrangements, including part of the outlet structure at Elizabeth MacArthur Creek, that are located on, above or below area P3-A1.</p>	14 December 2015	<p>\$1 for every day after the Date for Construction Completion of Portion 3 up to (but not including) the Portion 3 OTS Site Access Date.</p> <p>\$418,000 from the Portion 3 OTS Site Access Date.</p>	Nil	<p>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:</p> <p>i. P3-A1.</p>

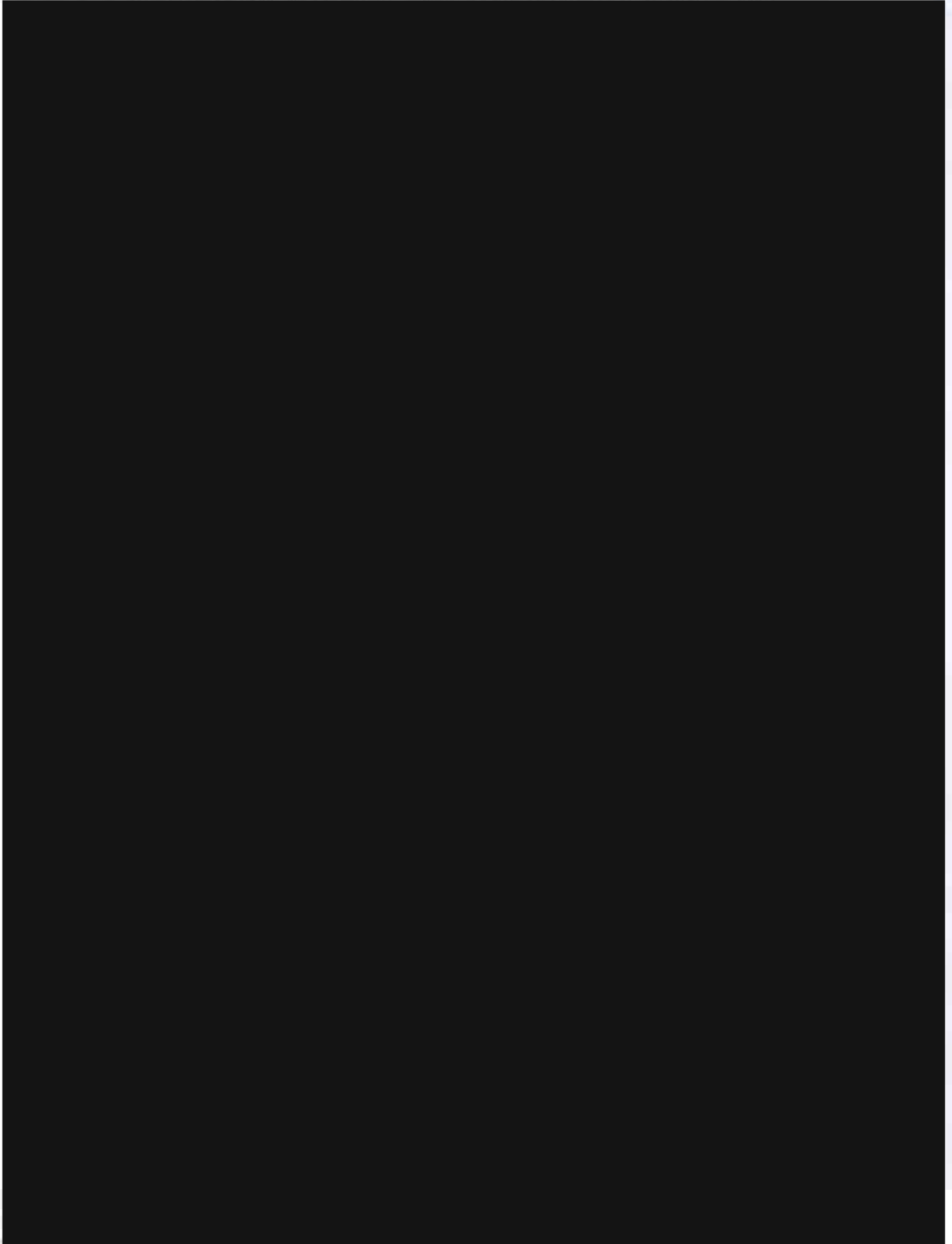


The SVC Contractor's maximum aggregate liability under clause 11.10(d)(i) in respect of any one day for which the SVC Contractor is liable for liquidated damages in respect of more than one Portion is \$418,000 per day.

Transport for NSW
ABN 18 804 239 602



Schedule 35 – Performance and Compliance Incentive Payment Schedule



Schedule 36 – DAB Agreement

Clauses 1.1 and 15

Dispute Avoidance Board Agreement

This Agreement is made at _____ on the _____ day of _____ 2013 between the following parties:

1. **TfNSW** (ABN 18 804 239 602) a New South Wales Government agency of Level 6, 18 Lee St, Chippendale NSW 2008 (**Principal**)

and
2. **Impregilo S.p.A** (ABN 83 159 573 896) of Suite 1 Level 7, 100 Walker Street, North Sydney NSW 2060

Salini Australia Pty Ltd (ABN 86 158 955 885) of Level 9, 97 Creek Street, Brisbane QLD 4000

(together the **SVC Contractor**)

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

Ron Finlay of Suite 18, Level 26, 1 Bligh Street, Sydney NSW 2000
(Chairperson)

Garry Ash of Level 26, 1 Bligh Street, Sydney NSW 2000

Steven Goldstein of Edmund Barton Chambers, Level 44 MLC Centre, 19-29 Martin Place, Sydney NSW 2000

RECITALS:

- A. The Principal and the SVC Contractor have entered into a deed for the delivery of the surface and viaduct civil works component of the North West Rail Link (**SVC Project Deed**).
- B. Clause 15 of the SVC Project Deed provides for a dispute resolution process through the establishment and the operation of a dispute avoidance board to assist in resolving Disputes under the SVC Project Deed.
- C. This agreement sets out the rights, obligations and duties of the Members, the Principal and the SVC Contractor in relation to the Dispute Avoidance Board and the Disputes (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.

1.2 Terms defined in the SVC Project Deed

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the SVC Project Deed.

1.3 Interpretation

In this Agreement unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
 - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:



- (i) a party or clause is a reference to a party or clause of or to this Agreement; and
- (ii) a paragraph or a sub-paragraph is a reference to a paragraph or 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 SVC Project Deed the terms of the 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 15.11 of the SVC Project Deed.

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 SVC Project Deed and this Agreement.

4. **Establishment of Procedures**

- (a) 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 (excluding the rules governing the Dispute Avoidance Board making a decision of a Dispute referred to pursuant to clause 15.4 of the SVC Contract) in accordance with the procedures included in Appendix 1 to this Agreement (unless otherwise agreed by the parties).
- (b) The parties agree to comply with the rules for the Dispute Avoidance Board decision process (**Rules**) set out in Appendix 2 to this Agreement in respect of any Dispute referred to the Dispute Avoidance Board pursuant to clause 15.4 of the SVC Project Deed.



10-5-PA

5. Dispute Avoidance Board Member's Obligations

5.1 Impartiality

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

5.2 Independence

Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 5 of this Agreement.

5.3 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 SVC Project Deed and this Agreement; and
- (c) in compliance with all applicable Laws.

6. Costs and fees

- (a) The Principal and the SVC 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 3.
- (b) The Principal and the SVC Contractor agree as between themselves that:
 - (i) they will each pay one half of:
 - A. the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3;
 - B. any third party costs incurred in holding the conference referred to in clause 2 of the Rules, including any booking fee, room hire and transcript costs; and
 - (ii) they will each bear their own costs of and incidental to the preparation of this Agreement and their participation in any decision process of the Dispute Avoidance Board.

7. 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 SVC Project Deed and this Agreement, not solicit advice or consultation from



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

8. SVC Contractor's Commitments and Responsibilities

The SVC 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 SVC Project Deed and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters dealing with the resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

9. Confidentiality

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

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;
- (c) not to use that information for a purpose other than the 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.

10. Conflict of Interest

- (a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform the Principal and the SVC Contractor and the other Members of the Dispute Avoidance Board.
- (b) The other Members of the Dispute Avoidance Board will within five Business Days of notification under clause 10(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the Dispute Avoidance Board and a reappointment will occur pursuant to clause 14.3.

11. Liability

11.1 Liability

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



11.2 Due Care and Diligence

For the purpose of clause 11.1, 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.

12. Indemnity

12.1 Indemnity

The Principal and the SVC 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.

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. Termination of Agreement

Subject to clause 14.3, this Agreement may be terminated by mutual written agreement of the Principal and the SVC Contractor. However, this Agreement will remain in force until a replacement to this Agreement has been fully executed.

14. Members' Termination

14.1 Resignation

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

14.2 Termination

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

14.3 Re-Appointment

The parties acknowledge and agree that if:

- (a) a Member resigns under clause 10(b) or 14.1; or
- (b) the appointment of a Member is terminated by the Principal and the SVC Contractor under clause 14.2;

then:

- (c) a replacement Member may be appointed in accordance with clause 15.10 of the SVC Project Deed; 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 SVC Project Deed.



15. **Governing Law**

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

16. **Relationship of the Parties**

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

17. **Notices**

- (a) Any notices contemplated by this Agreement must be in writing and delivered to the relevant address or sent to the facsimile number as set out below (or to any new address or facsimile number that a party notifies to the others).

- (i) to the Principal:

Name: Transport for NSW
Address: 8-12 Castlereagh Street, Sydney NSW 2000
Fax: (02) 8265 6470
Attention: Rodd Staples

- (ii) to the SVC Contractor:

Name: Impregilo Salini Joint Venture
Address: Level 7, 100 Walker Street, North Sydney NSW 2060
Fax: (02) 8404 4155
Attention: Sam Turnbull

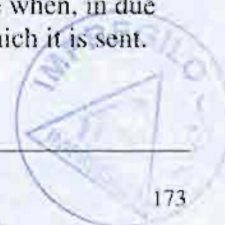
- (iii) to the Members:

Name: Ron Finlay
Address: Suite 18, Level 26, 1 Bligh Street, Sydney NSW 2000
Fax: (02) 8226 8574

Name: Garry Ash
Address: Level 26, 1 Bligh Street, Sydney NSW 2000
Fax: (02) 8226 8899

Name: Steven Goldstein
Address: Edmund Barton Chambers, Level 44 MLC Centre, 19-29
Martin Place, Sydney NSW 2000
Fax: (02) 9335 3570

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



- (c) A notice sent by facsimile will be taken to have been received on the next day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a), which is a Business Day.

18. Giving effect to this Agreement

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

19. Survival of terms

The parties agree that clauses 6 and 11 and this clause 19 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

20. Waiver of rights

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

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

21. Operation of this Agreement

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

22. Amendment

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

23. 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.



24. **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

Full name of witness

Signature of NWRL Project Director

Name of NWRL Project Director

Signed, sealed and delivered for and on behalf of **Impregilo S.p.A ABN 83 159 573 896** by its attorney under a power of attorney dated 5 December 2013 in the presence of:

Signature of witness

Full name of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of attorney

Executed by Salini Australia Pty Ltd ABN 86 158 955 885 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director



Signed by Ron Finlay in the presence of:

Signature

Signature of Witness

Name of Witness in full

Signed by Garry Ash in the presence of:

Signature

Signature of Witness

Name of Witness in full

Signed by Steven Goldstein in the presence of:

Signature

Signature of Witness

Name of Witness in full



APPENDIX 1

Dispute Avoidance Board General Operating Procedures

- L. General
 - 1.1 The role of the Dispute Avoidance Board is to provide specialised expertise in technical and administration aspects of the SVC Project Deed in order to assist the parties to the SVC Project Deed in firstly, attempting to prevent, and if unable to prevent, in determining Disputes under clause 15 of the SVC Project Deed in a timely manner.
 - 1.2 Except when participating in the Dispute Avoidance Board's activities as contemplated by the SVC Project Deed, the parties to the SVC Project Deed 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 SVC Contractor will 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 SVC Project Deed documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Members of 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 SVC Project Deed during the life of the Dispute Avoidance Board without the Members informing the parties to the SVC Project Deed. The parties to the SVC Project Deed 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 15 of the Project Deed.
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 SVC Project Deed.
 - 2.2 In the case of a failure to agree between the Dispute Avoidance Board and the parties to the SVC Project Deed, 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 SVC Project Deed.

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 SVC Project Deed 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 The provisions of clause 3.2 shall not apply to any inspection or conference convened in accordance with Appendix 2 – Rules for Dispute Avoidance Board Decisions in relation to a Dispute referred to the Dispute Avoidance Board for determination.

3.4 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 SVC Project Deed. 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 SVC Project Deed.

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 parties and the Dispute Avoidance Board members for comments, additions and corrections.

4.2 In accordance with clause 3.2 above, the minutes of Dispute Avoidance Board meetings held, other than in accordance with Appendix 2 – Rules for Dispute Avoidance Board Decisions, 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**

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 Principal's Representative and the SVC Contractor's Representative.

6. **Representation**

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

Rules for DAB Decisions

1. Written submissions
 - 1.1 Within 7 days after the referral of a Dispute to the Dispute Avoidance Board under clause 15.3 of the SVC Project Deed, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, Party A (i.e. the party who gave the Notice of Referral to DAB under clause 15.3 of the SVC Project Deed) must, in addition to any particulars provided by Party A in the relevant Notice of Referral to DAB, give the other party and the Dispute Avoidance Board a written statement of the Dispute referred to the Dispute Avoidance Board any agreed statement of facts and a written submission (which may include witness statements) on the Dispute in support of Party A's contentions.
 - 1.2 Within 14 days after the statement in clause 1.1 is served, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, the other party must give Party A and the Dispute Avoidance Board a written response to Party A's submissions.
 - 1.3 If the Dispute Avoidance Board considers it appropriate, Party A may reply in writing to the other party's response in clause 1.2 within the time allowed by the Dispute Avoidance Board.
 - 1.4 If the Dispute Avoidance Board decides further information or documentation is required for the determination of the Dispute, the Dispute Avoidance Board may direct one or more parties to provide such further submissions, information or documents as the Dispute Avoidance Board may require.
 - 1.5 The Dispute Avoidance Board must disclose to both parties all submissions, further submissions, information and documents received.
 - 1.6 Any failure by a party to make a written submission, will not terminate or discontinue the decision making process.
2. **Conference**
 - 2.1 Either party may, in writing, request the Dispute Avoidance Board to call a conference of the parties. Any such request shall include a summary of the matters the party considers should be included in the conference.
 - 2.2 If neither party requests the Dispute Avoidance Board to call a conference, the chairperson of the Dispute Avoidance Board may nevertheless call a conference if they think it appropriate.
 - 2.3 Unless the parties agree otherwise, the conference will be held at the Construction Site.
 - 2.4 At least five days before the conference, the Dispute Avoidance Board must inform the parties in writing of the date, venue and agenda for the conference.
 - 2.5 The parties must appear at the conference and may make submissions on the subject matter of the conference. If a party fails to appear at a conference of which that party had been notified under clause 2.4, the Dispute Avoidance Board and the other party may nevertheless proceed with the conference and the absence of that party will not terminate or discontinue the decision making process.
 - 2.6 The parties:
 - (a) may be accompanied at a conference by legal or other advisers; and

- (b) will be bound by any procedural directions as may be given by the Dispute Avoidance Board in relation to the conference both before and during the course of the conference.

2.7 The conference must be held in private.

2.8 If agreed between the parties, transcripts of the conference proceedings may be taken and made available to the Dispute Avoidance Board and the parties.

3. **The Decision**

3.1 As soon as possible after receipt of the submissions or after any conference and, in any event not later than 30 Business Days after completion of submissions and any conference under clause 2 above relating to the referral of a Dispute to the Dispute Avoidance Board under clause 15.3 of the SVC Project Deed (or such other period as the parties may agree), the Dispute Avoidance Board must:

- (a) determine the Dispute between the parties; and
- (b) notify the Parties of that decision.

3.2 The decision of the Dispute Avoidance Board must:

- (a) be in writing stating the Dispute Avoidance Board's decision and giving reasons;
- (b) be made on the basis of the submissions (if any) of the parties, the conference (if any), and the Dispute Avoidance Board's own expertise; and
- (c) meet the requirements of the SVC Project Deed.

3.3 If the Dispute Avoidance Board's decision contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a material mistake in the description of any person, matter or thing, or a defect in form, the Dispute Avoidance Board must correct the decision.

4. **Modification**

These rules may be modified only by agreement of the Principal and the SVC Contractor.



APPENDIX 3**Schedule of Fees and Disbursements**

Item	Work/Scope/ Description	Fee Arrangement	Fee Rate (excl. GST)
1.	Routine DAB Meetings (nominal frequency of 2-3 month intervals)	Daily fee, normal meeting duration on site of approximately one day, including travel time and preparation	
2.	Monthly Retainer for initial review of contract documentation, routine review of Project Documentation (minutes, reports and the like), preparation for DAB meetings and internal communications between DAB members	Monthly fee for all non-meeting months	
3.	Dealing with dispute referrals, advisory opinions, facilitated workshops, research and incidental matters relating to issues, potential and actual disputes referred to the DAB	Hourly fee	
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 site inspections	
5.	Escalation provision	Annual adjustment commencing on 1 January 2015	



Schedule 37 - Transitional Handover Services

Clauses 1.1 and 11.14

Where the Principal's Representative gives a notice under clause 11.14(a) for a Portion, the Transitional Handover Services to be performed by the SVC Contractor in respect of that Portion comprise the general Transitional Handover Services described in clause 1 of this Schedule 37 and the relevant Transitional Handover Services for the Portion as described in clause 2 of this Schedule 37.

1. General Transitional Handover Services

- (a) Continuing to comply with the obligations under clause 2.16 of this deed by fulfilling the role of "principal contractor" (as that term is defined in clause 2.16(a) of this deed).
- (b) 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 OpCo to take over the Portion.
- (c) Continuing to comply with all obligations of the SVC Contractor that relate to access to the relevant parts of the Construction Site, including the obligations under clause 3.3 of this deed and any relevant obligations under the Site Access Schedule.
- (d) Without limiting clause 3.3 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.
- (e) Maintaining and (to the extent applicable) operating any Handover Works related to the Portion.
- (f) To the extent applicable to the Project Works, regular inspection, lubrication, adjustment, cleaning, replacement of parts (including drains, screens and filters).
- (g) 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.
- (h) Continuing to comply with, carry out and fulfil the conditions and requirements of all relevant Approvals (including, including, where relevant, ongoing monitoring).
- (i) 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.
- (j) Payment of any costs in connection with Utility Services associated with the performance of the Transitional Handover Services.
- (k) Replacement of parts and consumables, including water treatment chemicals and supplies, used during the performance of the Transitional Handover Services.



- (1) 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.

2. Transitional Handover Services for the Portion

Nil.



Schedule 38 - Pre-Agreed Changes**Clauses 1.1 and 6.7**

This Schedule 38 contains the documents identified in Table 46.1 in Appendix 46 to Exhibit A SWTC and that are included as an electronic file on a disc in Exhibit N titled:

North West Rail Link

Design and Construction of Surface and Viaduct Civil Works

Electronic Files

Pre-Agreed Change 1 – Windsor Road Single Span Crossing

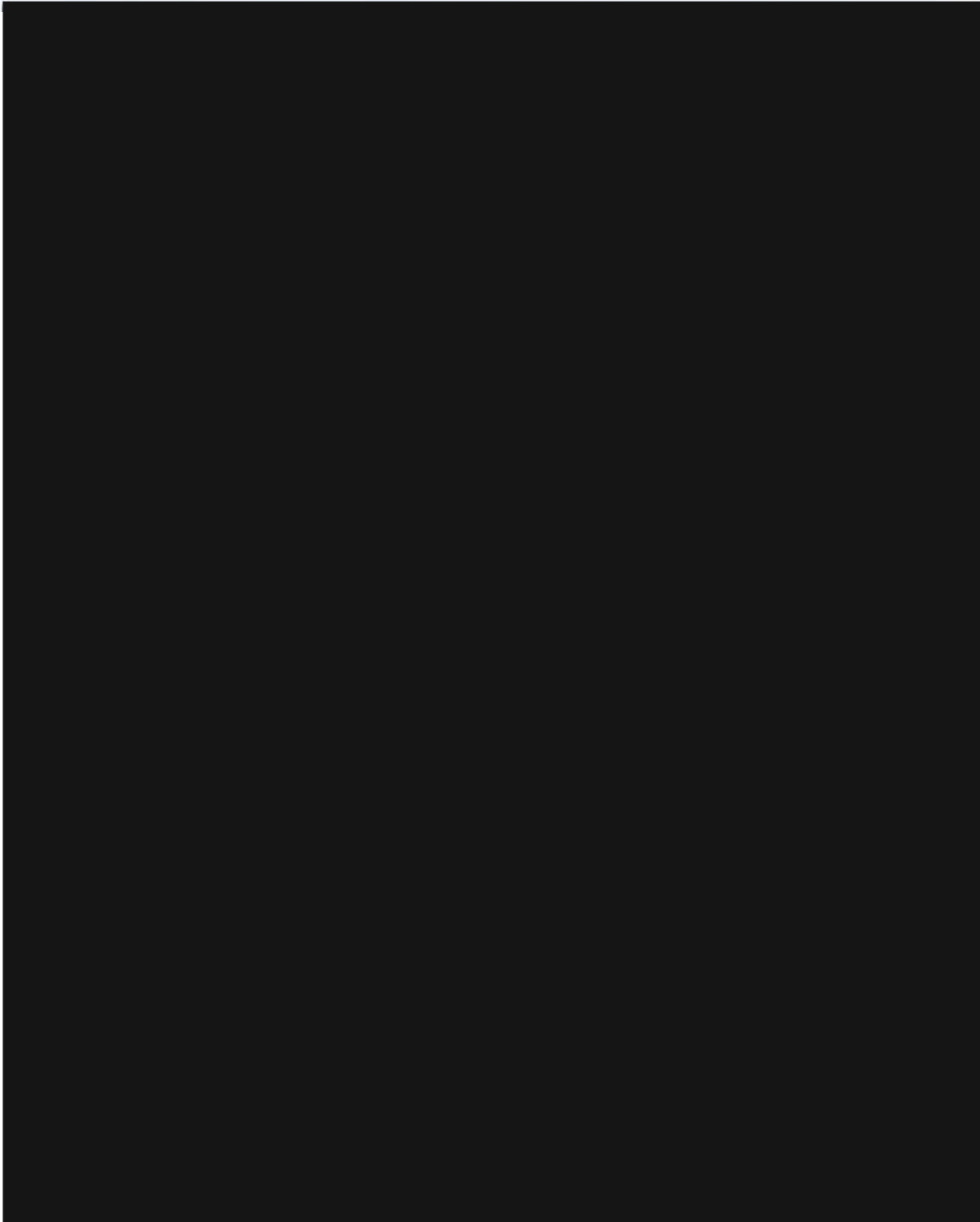
Description:	Replacement of the multiple span bridge crossing of Windsor Road at Rouse Hill with a single span crossing of Windsor Road at Rouse Hill, with all bridge abutments and deck support structures located outside the road reserve for Windsor Road.										
Date by which a notice pursuant to clause 6.7(a) of this deed must be given:	1 June 2014										
Adjustment to Project Contract Sum:	Refer to Annexure A of this Schedule 38										
Adjustment to Date for Construction Completion:	No adjustment										
Amendments to SVC Project Deed:	<p>Schedule 33 is adjusted as follows:</p> <p>A new clause 2(l) is inserted into Schedule 33 as follows:</p> <p>If the Principal directs that the Pre-Agreed Change must be carried out, the Principal must negotiate with RMS to amend Package 21 of the Works (as that term is defined in the WAD) to allow for the construction of a single span crossing of Windsor Road at Rouse Hill. The SVC Contractor must comply with the terms of the WAD, as so amended, on and from the date that TfNSW provides written notice to the SVC Contractor of the amendment.</p> <p>Schedule 34 is adjusted as follows:</p> <p>Delete Table 1 - Drawing, and replace with the following Table:</p> <table border="1"> <thead> <tr> <th>Drawing Number</th> <th>Revision</th> <th>Drawing Title</th> <th>Electronic File Reference</th> </tr> </thead> <tbody> <tr> <td>NWRL-10045-10-SWD-DRG-LS-60325</td> <td>1</td> <td>Portions – Pre-Agreed Change PAC1 North West Rail Link Areas SVC Bella Vista to</td> <td>NWRL-10045-10-SWD-DRG-LS-60325-1-SVC Portions Pre-Agreed Change PAC1.pdf</td> </tr> </tbody> </table>			Drawing Number	Revision	Drawing Title	Electronic File Reference	NWRL-10045-10-SWD-DRG-LS-60325	1	Portions – Pre-Agreed Change PAC1 North West Rail Link Areas SVC Bella Vista to	NWRL-10045-10-SWD-DRG-LS-60325-1-SVC Portions Pre-Agreed Change PAC1.pdf
Drawing Number	Revision	Drawing Title	Electronic File Reference								
NWRL-10045-10-SWD-DRG-LS-60325	1	Portions – Pre-Agreed Change PAC1 North West Rail Link Areas SVC Bella Vista to	NWRL-10045-10-SWD-DRG-LS-60325-1-SVC Portions Pre-Agreed Change PAC1.pdf								



		<i>Cudgegong Road</i>	
Delete the following drawing:			
<i>Drawing Number</i>	<i>Revision</i>	<i>Drawing Title</i>	<i>Electronic File Reference</i>
<i>NWRL-10045-10-SWD-DRG-LS-60323</i>	<i>I</i>	<i>Portions North West Rail Link Areas SVC Bella Vista to Cudgegong Road</i>	<i>NWRL-10045-10-SWD-DRG-LS-60323-I-SVC Portions.pdf</i>
and replace with the following drawing:			
<i>Drawing Number</i>	<i>Revision</i>	<i>Drawing Title</i>	<i>Electronic File Reference</i>
<i>NWRL-10045-10-SWD-DRG-LS-60325</i>	<i>I</i>	<i>Portions – Pre-Agreed Change PAC1 North West Rail Link Areas SVC Bella Vista to Cudgegong Road</i>	<i>NWRL-10045-10-SWD-DRG-LS-60325-I-SVC-Portions Pre-Agreed Change PAC1.pdf</i>
Amendments to Exhibits:	The SWTC, Exhibit B and Exhibit C are amended as specified in Appendix 46 to the SWTC.		



Annexure A



Schedule 39 - Not used



Schedule 40 - Form of Interface Contractor Deed Poll

Clause 2.16(b)

This Deed Poll made the _____ day of 20_____

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

(Principal Contractor)

Transport for NSW (ABN 18 804 239 602) of Level 6, 18 Lee Street, Chippendale NSW 2008

(TfNSW)

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

(Interface Contractor)

Recitals

- A. By a contract dated [insert date] (**Contract**) between TfNSW and the Principal Contractor, the Principal Contractor agreed to design and construct certain works (**SVC 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 SVC Works and the Interface Contractor Work are a 'construction project' within the meaning of the WHS Legislation.
- D. Under the Contract, TfNSW engaged the Principal Contractor as principal contractor and authorised the Principal Contractor to have management and control of the workplace for the purpose of discharging the duties imposed on a principal contractor for the construction project.
- E. Under the provisions of the Contract, 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

- I. In consideration of the Principal 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 Principal Contractor 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 Principal Contractor so that the Principal Contractor discharges its obligations as principal contractor;
 - (c) the Interface Contractor, its subcontractors and their respective personnel will consult, cooperate and coordinate activities with the Principal Contractor, 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 Principal Contractor while on the Construction Site;
- (e) the Principal Contractor 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 Principal Contractor 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 and the Principal Contractor prior to the commencement of high risk construction work;
 - (iii) review and revise the safe work method statement in accordance with the WHS Legislation;
 - (iv) ensure that the high risk construction work is carried out in compliance with the safe work method statement; and
 - (v) where so directed by the Principal Contractor, 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 Principal Contractor against any delay, damage, expense, loss, penalty or liability suffered or incurred by the Principal Contractor as a result of:

- (a) any failure by the Interface Contractor to comply with any direction given by the Principal Contractor 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.



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 41 - Deed of Novation

Schedule 13

Deed of novation

Deed of Novation made at

on

Parties [("Retiring Party")] ABN [] of []

[("Continuing Party")] ABN [] of []

[("Substitute Party")] ABN [] of []

Recitals

- A. The Retiring Party and the Continuing Party are parties to the Contract.
- B. The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms and conditions of this deed.
- C. The Continuing Party has agreed to the novation of the Contract on the terms and conditions of this deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Defined terms in the Contract have the same meanings in this deed, unless the contrary intention appears.

In this deed:

"**Claim**" means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

"**Contract**" means the agreement between the Retiring Party and the Continuing Party [described in the Schedule *or insert description here*].

"**Contract Guarantees**" means the guarantees issued or required to be issued under the Contract in respect of the performance by a party to the Contract, by a bank or insurer and/or, where required by the Contract, by a Related Entity of that party.

"**Effective Date**" means [the date of this deed or the date agreed by the parties from which the novation will be effective].



"GST" means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services) Act 1999* (Cth.).

"Liability" means all liabilities, losses, Claims, damages, outgoings, costs and expenses of whatever description.

"Related Entity" has the meaning ascribed to that term in section 9 of the *Corporations Act 2001* (Cth).

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

2. Novation

2.1 Novation

From the Effective Date:



- (a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and
- (b) any reference in the Contract to the Retiring Party shall be read as a reference to the Substitute Party.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

3. 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.

4. Representations and warranties

4.1 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.

4.2 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.

4.3 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.

5. Duties, Costs and Expenses

5.1 Stamp Duty

The Substitute Party must pay all stamp duty, duties or other taxes of a similar nature (including but not limited to any fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed (except to the extent the terms of the Contract provide otherwise).

5.2 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.

5.3 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.

6. General

6.1 Governing Law

This deed is governed by and must be construed according to the laws of New South Wales.

6.2 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).

6.3 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

6.4 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.

6.5 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.



6.6 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.

6.7 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.

6.8 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

Name of Director in full

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

Signature of Director

Name of Director in full

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

Signature of Director

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full



Schedule 42 - Subcontractors to provide warranties

Clause 8.11

Bearings supplier for viaduct



Schedule 43 - SVC Handover Area Certificate

Clause 3.15

This deed poll is made by:

APP Corporation Pty Limited (ABN 29 003 764 770) of Level 7, 116 Miller Street, North Sydney NSW 2060 (the **Independent Certifier**)

on: *[insert date]*

Background

- A. TfNSW and the SVC Contractor have entered into the SVC Project Deed for the design and construction of the surface and viaduct civil works component of the north west rail link project.
- B. TfNSW and the TSC Contractor have entered into the TSC Project Deed for the design and construction of the tunnels and station civil works component of the north west rail link project.
- C. TfNSW, the TSC Contractor and the Independent Certifier have entered into the Independent Certifier Deed for the certification of the TSC Works.
- D. The SVC Contractor will be granted access to the SVC Handover Area following the TSC Contractor's completion of its activities on the SVC Handover Area.
- D. It is a term of the SVC Project Deed that TfNSW provide the SVC Contractor with this deed poll executed by the Independent Certifier in relation to the TSC Contractor's activities on the SVC Handover Area.

This deed poll witnesses:

1. Interpretation

1.1 Definitions

In this deed poll:

Independent Certifier Deed means the deed between TfNSW, the Independent Certifier and the TSC Contractor (and OpCo from the date of its accession to that deed) entitled the "Independent Certifier Deed" and dated on or about *[insert]*.

Handover Works means the works described in Annexure 1 to this deed poll (as varied pursuant to the TSC Project Deed from time to time).

SVC Contractor means *[insert entity name and ABN]*.

SVC Handover Area means the area to be handed over by TfNSW to the SVC Contractor, being the area identified as:

- (a) Area 'P1-G2' in the drawings forming part of Schedule 34 to the TSC Project Deed; and



- (b) Areas 'A1', 'A2' and 'A4' in the drawing entitled "Figure 2.1" forming part of Appendix 2 to the Scope of Works and Technical Criteria forming part of the SVC Project Deed.

SVC Project Deed means the deed titled "North West Rail Link - Design and construction of surface and viaduct civil works: SVC Project Deed" between TfNSW and the SVC Contractor dated [insert].

TfNSW means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by the *Transport Administration Act 1988 (NSW)* as amended from time to time.

TSC Contractor means Thiess Pty Ltd (ABN 87 010 221 486), John Holland Pty Ltd (ABN 11 004 282 268) and Dragados Australia Pty Ltd (ABN 20 151 632 665).

TSC Project Deed means the deed titled "North West Rail Link - Design and construction of tunnels and station civil works: TSC Project Deed" between TfNSW and the TSC Contractor dated [insert date].

2. Benefit of deed poll

- (a) The Independent Certifier acknowledges and agrees that this deed poll is for the benefit of the SVC Contractor.
- (b) This document operates as a deed poll and is enforceable against the Independent Certifier in accordance with its terms by the SVC Contractor, even though the SVC Contractor is not a party to this deed poll.

3. SVC Handover Area

The Independent Certifier acknowledges that by providing this deed poll, it certifies that:

- (a) subject to paragraph 3(d), to the extent that the SVC Handover Area constitutes a "Temporary Area" under the TSC Project Deed (as shown in the plan in Annexure 3), the TSC Contractor has reinstated that part of the SVC Handover Area to a condition at least equivalent to the condition existing before its occupation or use of the SVC Handover Area, except for such parts of the SVC Handover Area:
 - (i) that were required by the TSC Project Deed to contain any Handover Works; or
 - (ii) which the TSC Project Deed specified need not be reinstated (including where the TSC Contractor was required to demolish buildings on the SVC Handover Area);
- (b) to the extent that the SVC Handover Area constitutes "Project Site" under the TSC Project Deed (as shown in the plan in Annexure 3):
 - (i) the TSC Contractor has constructed the works that it was required to construct on that part of the SVC Handover Area in accordance with the TSC Project Deed (as described in Annexure 2 to this deed poll); and
 - (ii) the relevant part of the SVC Handover Area is in the condition required by the TSC Project Deed at the Date of Construction Completion of Portion 1 under the TSC Project Deed;



- (c) the SVC Handover Area contains the Handover Works;
- (d) if TfNSW has directed the TSC Contractor to carry out "Pre-Agreed Change 3" as set out in Schedule 38 to the TSC Project Deed, the TSC Contractor has not removed temporary earthworks within, or rehabilitated, topsoiled or revegetated the areas shown on the drawings in Annexure 4 as "Area not to be rehabilitated, topsoiled and/or revegetated"; and
- (e) the TSC Contractor has otherwise complied with its obligations under the TSC Project Deed with respect to the SVC Handover Area.

4. Limit of liability

The Independent Certifier's liability under this deed poll:

- (a) is limited to the same amount as under clause 8.1 of the Independent Certifier Deed; and
- (b) is reduced to the extent that the Independent Certifier has made payment to TfNSW or the TSC Contractor in respect of the same loss or damage.

Executed as a deed poll on

Executed by APP Corporation Pty Limited
ABN 29 003 764 770 in accordance with
section 127 of the Corporations Act 2001 (Cth);

Signature of director

Signature of company secretary/director

Full name of director

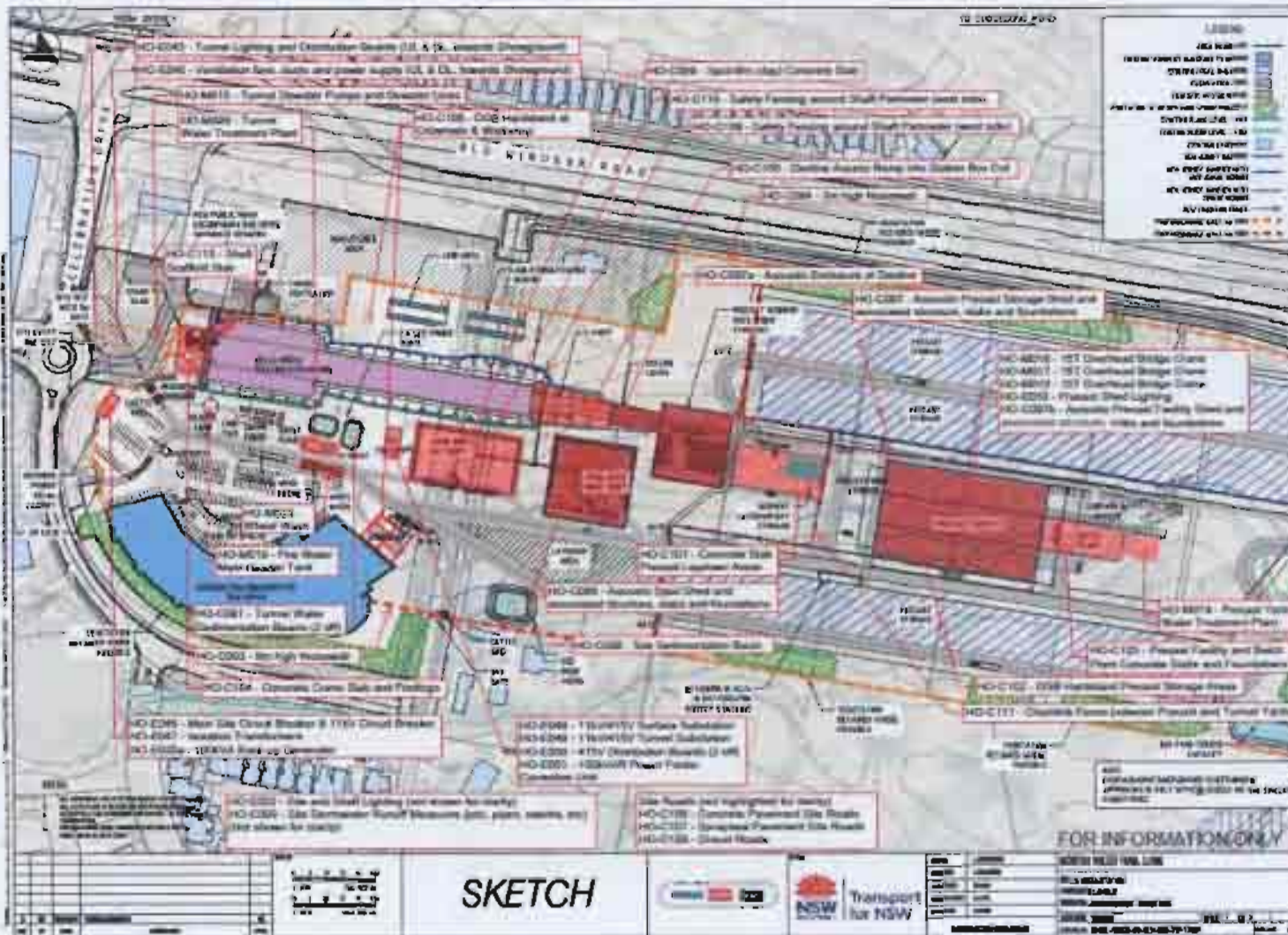
Full name of company secretary/director



Annexure 1 - Handover Works

Handover Works Item ID	Description of Handover Works Item	Drawing showing Handover Works Item
HO-C090	Site stormwater runoff measures - pipes, pits, swales, etc	NWRL-10303-60-BLV-SKE-TW-17001
HO-C094	3m high Noisewall around remainder of site boundary - approx. 1100 lin.m in the SVC Handover Area	NWRL-10303-60-BLV-SKE-TW-17001 NWRL-10303-60-BLV-SKE-TW-17002
HO-C097	Acoustic Precast Segment Storage Shed - 1,500m ² steel portal frame building on concrete footings including all internal structure.	NWRL-10303-60-BLV-SKE-TW-17001
HO-C097a	Acoustic enclosure at decline - 30m x 12m steel frame with acoustic covering.	NWRL-10303-60-BLV-SKE-TW-17001
HO-C099	Uncovered spoil bins – approx. 1,000m ² concrete slabs in the SVC Handover Area	NWRL-10303-60-BLV-SKE-TW-17001
HO-C101	Precast laydown areas - 2,400m ² concrete slab	NWRL-10303-60-BLV-SKE-TW-17001
HO-C102	Precast storage areas – approx. 30,000m ² in the SVC Handover Area, DGB hardstand	NWRL-10303-60-BLV-SKE-TW-17001
HO-C105	Access ramp into station box cut - decline box cut and ramp approx. 80m long.	NWRL-10303-60-BLV-SKE-TW-17001
HO-C106	Site roads – approx. 1,000m ² in the SVC Handover Area, concrete pavement	NWRL-10303-60-BLV-SKE-TW-17001
HO-C107	Site roads – approx. 4,200m ² in area P1-G1 and the SVC Handover Area, sprayseal pavement	NWRL-10303-60-BLV-SKE-TW-17001
HO-C109	Safety fencing around shaft perimeter (west side) - 307 lin.m New Jersey barrier with anti-gawk screen	NWRL-10303-60-BLV-SKE-TW-17001
HO-C110	Safety fencing around shaft perimeter (east side) - 315 lin.m New Jersey barrier with solid screen	NWRL-10303-60-BLV-SKE-TW-17001
HO-C111	Chainlink fence between precast yard and tunnelling in areas P1-G1 of worksite and the SVC Handover Area - approx. 150 lin.m chainlink fence	NWRL-10303-60-BLV-SKE-TW-17001





Transport for NSW
ABN 18 604 235 600



Legal 30890438.9
SVC Project Deed - Schedule 43
CONFIDENTIAL

Annexure 2 - Works

The permanent works in the SVC Handover Area consist of station excavation works, comprising:

- (a) walls, constructed of piles, shotcrete and rock bolts; and
- (b) base, layer of un-reinforced 20MPa concrete and a box sump.



Annexure 3 - Temporary Areas and Project Site

The drawing below shows an area that is larger than, but includes, the SVC Handover Area. The legend shows which areas are "Temporary Areas" under the TSC Project Deed and which areas are "Project Site" under the TSC Project Deed.



Annexure 4 - Areas not to be rehabilitated, top soiled and/or revegetated





Transport for NSW
 ABN 18 604 239 607



Egal30899438.9
 SVC Project Deed - Schedule 43
 CONFIDENTIAL

List of Exhibits

Exhibit A - SWTC

Exhibit B - Site Access Schedule

Exhibit C - Overall D&C Program

Exhibit D - Project Planning Approvals

Exhibit E - Form of Independent Certifier Deed

Exhibit F - Information Documents

Exhibit G - Deeds of Disclaimer

Exhibit H - Form of TSC-SVC Cooperation and Integration Deed

Exhibit I - Insurance Policies

Exhibit J - Form of SVC-OTS Cooperation and Integration Deed

Exhibit K - Third Party Agreements

Exhibit L - Not used


Exhibit M - EPBC Act Approval

Exhibit N - Electronic Files



EXECUTED as a deed.

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



Signature of witness

SAMOS HOOKER

Full name of witness

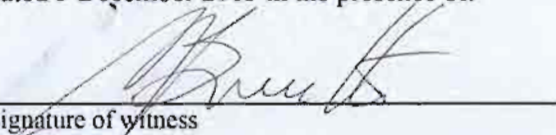


Signature of NWRL Project Director

Rodd Styles

Name of NWRL Project Director

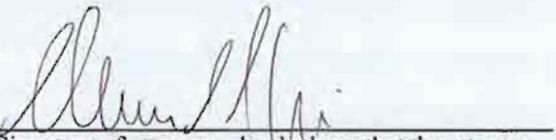
Signed, sealed and delivered for and on behalf of **Impregilo S.p.A (ABN 83 159 573 896)** by its attorney under a power of attorney dated 5 December 2013 in the presence of:



Signature of witness

ALBERTO BERETTA

Full name of witness

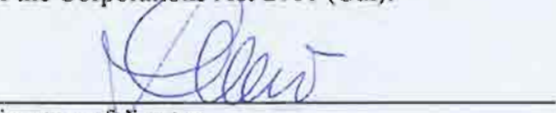


Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

MARCO ALPINI

Full name of attorney


Executed by **Salini Australia Pty Ltd (ABN 86 158 955 885)** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

ENRICO LA CIVITA

Full name of director



Signature of company secretary/director

NOE VICCA

Full name of company secretary/director

