



# Martin Place Metro Station Amendment Deed (No. 5) Station Delivery Deed

**Sydney Metro**

ABN 12 354 063 515

and

**Macquarie Group Limited**

ABN 94 122 169 279

in relation to the Martin Place Metro Station Project Station Delivery Deed  
(Contract No. 507)

## CONTENTS

<b>CLAUSE</b>		<b>PAGE</b>
1.	INTERPRETATION .....	2
	1.1 Definitions .....	2
	1.2 Terms defined in the Revised SDD .....	3
	1.3 Rules for interpreting this deed.....	3
2.	CONSIDERATION .....	3
3.	AMENDMENT .....	3
	3.1 Amendment to Base SDD.....	3
	3.2 Amendments to Schedule A4 (Part 2) of the Base SDD .....	4
	3.3 D&C Independent Certifier .....	4
	3.4 Effect of amendment.....	4
4.	CONFIDENTIALITY AND PERMITTED DISCLOSURE.....	4
5.	REPRESENTATIONS AND WARRANTIES.....	4
	5.1 Representations and warranties of the Principal.....	4
	5.2 Representations and warranties of Macquarie .....	5
	5.3 Reliance on representations and warranties .....	6
6.	GENERAL .....	6
	6.1 Governing law .....	6
	6.2 Liability for expenses.....	6
	6.3 Giving effect to this deed .....	6
	6.4 Operation of this deed .....	6
	6.5 Exclusion of contrary legislation.....	6
	6.6 Amendment .....	6
	6.7 Counterparts.....	6

### Schedule

1	Amendments to the General Conditions .....	7
2	Amendments to Schedule A4 (Part 2) of the Base SDD .....	10
3	Amendments to Schedule A4 (Part 3) of the Base SDD .....	11
4	Amendments to Schedule A6 of the Base SDD .....	12
5	Amendments to Schedule A16 of the Base SDD .....	25
6	Amendments to Schedule B1 of the Base SDD .....	41
7	Amendments to Schedule "B" notices, certificates and templates .....	56
8	New Schedule B26 of the Base SDD .....	93
9	New Schedule B27 of the Base SDD .....	96
10	Amendments to Schedule C1 of the Base SDD .....	100

**THIS DEED** is made on 3 May 2022

**BETWEEN:**

- (1) **Sydney Metro** ABN 12 354 063 515, a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney New South Wales 2000 (**Principal**); and
- (2) **Macquarie Group Limited** (ABN 94 122 169 279) of Level 6, 50 Martin Place, Sydney NSW 2000 (**Macquarie**).

**RECITALS:**

- (A) The Principal and Macquarie have entered into the Base SDD for the design, construction and completion of the Martin Place Metro Station.
- (B) The parties wish to amend the Base SDD in the manner set out in this deed.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this deed:

**Amending Deeds** means:

- (a) the deed titled "Martin Place Metro Station Deed of Variation (Pending Changes) Station Delivery Deed" between the Principal and Macquarie dated 20 November 2019;
- (b) the deed titled "Martin Place Metro Station Project Deed of Amendment – Station Delivery Deed" between the Principal and Macquarie dated 22 June 2020;
- (c) the deed titled "Martin Place Metro Station Deed of Variation ( [REDACTED] ) - Third Deed of Variation of Station Delivery Deed" between the Principal and Macquarie dated 29 October 2020; and
- (d) the deed titled "Martin Place Metro Station Deed of Variation (Caverns Scope) between the Principal and Macquarie dated 11 December 2020.

**Authorisation** means:

- (a) an authorisation, consent, declaration, exemption, notarisisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Base SDD** means the deed titled "Martin Place Metro Station Project Station Delivery Deed (Contract No. 507)" between the Principal and Macquarie dated 12 September 2018 as amended by the Amending Deeds, but without the amendments effected by this deed.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Effective Date** means the date of this deed.

**General Conditions** means clauses 1 to 60 (inclusive) of the SDD.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Revised SDD** means the Base SDD, as amended by this deed.

## 1.2 **Terms defined in the Revised SDD**

A term (other than a term defined in clause 1.1) that is defined in the Revised SDD has the same meaning in this deed.

## 1.3 **Rules for interpreting this deed**

Clause 1.2 of the Revised SDD will apply to the interpretation of this deed as if set out in full in this deed.

## 2. **CONSIDERATION**

Each party acknowledges that it has received valuable consideration for entering into this deed.

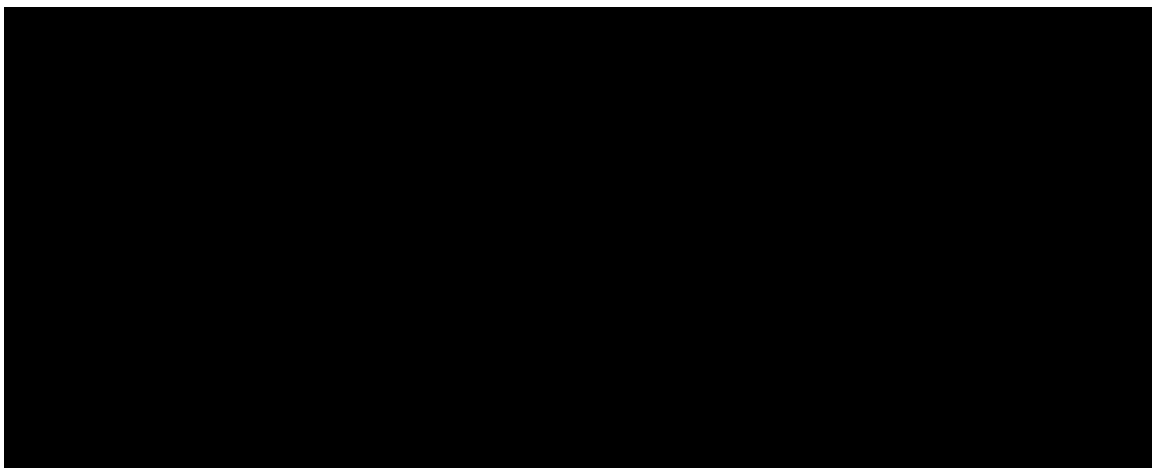
## 3. **AMENDMENT**

### 3.1 **Amendment to Base SDD**

- (a) On and from the Effective Date, the Base SDD is amended as follows:
  - (i) the General Conditions are amended as set out in Schedule 1 (*Amendments to the General Conditions*) of this deed;
  - (ii) Schedule A4 (Part 2) of the Base SDD is amended as set out in Schedule 2 (*Amendments to Schedule A4 (Part 2) of the Base SDD*) of this deed;
  - (iii) Schedule A4 (Part 3) of the Base SDD is amended as set out in Schedule 3 (*Amendments to Schedule A4 (Part 3) of the Base SDD*) of this deed;
  - (iv) Schedule A6 of the Base SDD is amended as set out in Schedule 4 (*Amendments to Schedule A6 of the Base SDD*) of this deed;
  - (v) Schedule A16 of the Base SDD is amended as set out in Schedule 5 (*Amendments to Schedule A16 of the Base SDD*) of this deed;
  - (vi) Schedule B1 of the Base SDD is amended as set out in Schedule 6 (*Amendments to Schedule B1 of the Base SDD*) of this deed;
  - (vii) Schedules B2 to B6, B8 to B19, and B21 to B25 of the Base SDD are amended as set out in Schedule 7 (*Amendments to Schedule "B" notices, certificates and templates*);

- (viii) a new Schedule B26 is added to the Base SDD as set out in Schedule 8 (*New Schedule B26 of the Base SDD*);
  - (ix) a new Schedule B27 is added to the Base SDD as set out in Schedule 9 (*New Schedule B27 of the Base SDD*) of this deed; and
  - (x) Schedule C1 of the Base SDD is amended as set out in Schedule 10 (*Amendments to Schedule C1 of the Base SDD*) of this deed.
- (b) Clause 3.1(a) does not affect any right or obligation of either party that arises before the Effective Date.

### 3.2 **Amendments to Schedule A4 (Part 2) of the Base SDD**



### 3.3 **D&C Independent Certifier**

The parties acknowledge and agree that the 'D&C Independent Certifier Deed', as contemplated by the form of Independent Certifier Deed in Annexure M of the Base SDD and the Independent Certifier Deed, will not be entered into.

### 3.4 **Effect of amendment**

Except as expressly amended by this deed, no changes to the Base SDD are to be inferred or implied, and in all other respects the Base SDD is confirmed and remains in full force and effect.

## 4. **CONFIDENTIALITY AND PERMITTED DISCLOSURE**

The parties acknowledge and agree that clause 48 of the Base SDD applies to this deed as if set out in full in this deed.

## 5. **REPRESENTATIONS AND WARRANTIES**

### 5.1 **Representations and warranties of the Principal**

The Principal represents and warrants for the benefit of Macquarie that:

- (a) it is a NSW government agency validly constituted and existing under the Transport Administration Act;
- (b) it has or will have in full force and effect all authorisations necessary under its constituent legislation to enter into and perform its obligations under this deed (or will have them in full force and effect at the time the obligations is to be performed);

- (c) this deed constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (d) the execution, delivery and performance of this deed by the Principal does not violate any Law, or any document or agreement to which it is a party or which is binding on it or its assets.

## 5.2 Representations and warranties of Macquarie

Macquarie represents and warrants for the benefit of the Principal that:

- (a) **(status)** it is a company limited by shares under the *Corporations Act 2001* (Cth);
- (b) **(power)** it has full legal capacity and power to:
  - (i) own its property and to carry on its business; and
  - (ii) enter into this deed and to carry out the transactions that it contemplates;
- (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this deed and to carry out the transactions contemplated;
- (d) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
  - (i) enable it to properly execute this deed and to carry out the transactions that it contemplates;
  - (ii) ensure that this deed is legal, valid, binding and admissible in evidence; or
  - (iii) enable it to properly carry on its business as it is now being conducted, and it is complying with any conditions to which any of these Authorisations is subject;
- (e) **(deed is effective)** this deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (f) **(no contravention)** neither its execution of this deed, nor the carrying out by it of the transactions that this deed contemplates, does or will:
  - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
  - (ii) contravene any Authorisation;
  - (iii) contravene any agreement binding on it or any of its property; or
  - (iv) contravene its constitution or the powers or duties of its directors;
- (g) **(commercial benefit)** the execution by it of this deed, and the carrying out by it of the transactions that this deed contemplates, is for its corporate benefit and in its commercial interests; and
- (h) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable.

### 5.3 **Reliance on representations and warranties**

Each party acknowledges that the other party has executed this deed and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made in this clause 5.

## 6. **GENERAL**

### 6.1 **Governing law**

- (a) This deed is governed by and must be construed according to the law applying in New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them, in respect of any proceedings arising out of or in connection with this deed.

### 6.2 **Liability for expenses**

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this deed.

### 6.3 **Giving effect to this deed**

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 deed.

### 6.4 **Operation of this deed**

- (a) Subject to clause 6.4(b), this deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this deed and has no further effect.
- (b) Any right that a person may have under this deed is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

### 6.5 **Exclusion of contrary legislation**

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this deed is excluded to the full extent permitted by law.

### 6.6 **Amendment**

This deed can only be amended or replaced by another deed executed by or on behalf of both the Principal and Macquarie.

### 6.7 **Counterparts**

This deed may be executed in counterparts.

## SCHEDULE 1

### Amendments to the General Conditions

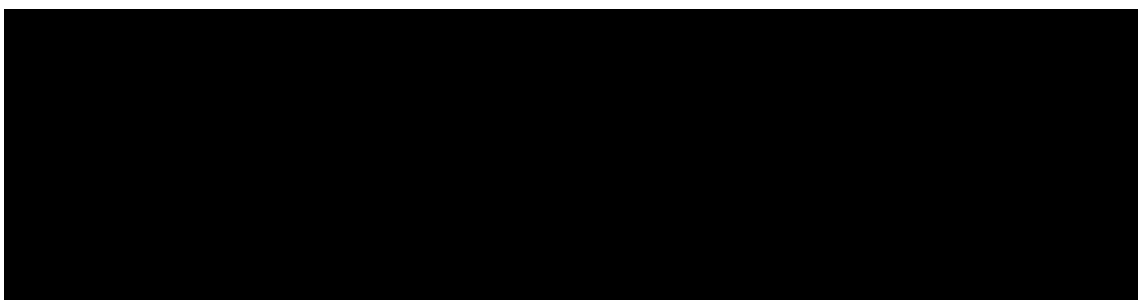
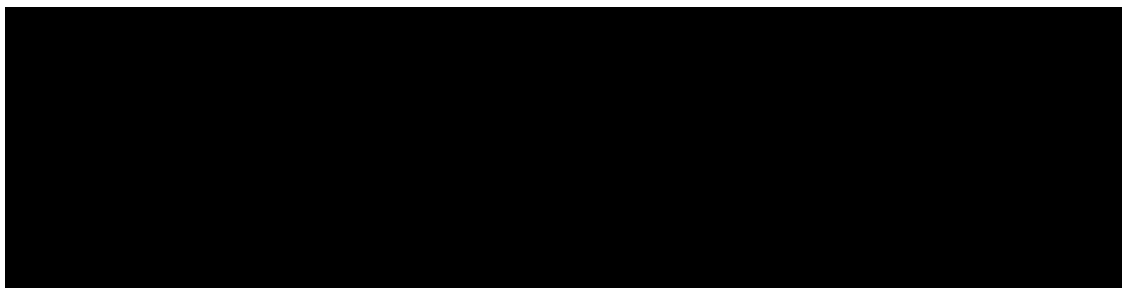
With effect on and from the Effective Date, the General Conditions are amended as follows (with text shown in underline indicating additions to the Base SDD and text shown in ~~striketrough~~ indicating deletions from the Base SDD):

#### 1. **Clause 1.1 – definition of 'Excusable Cause of Delay'**

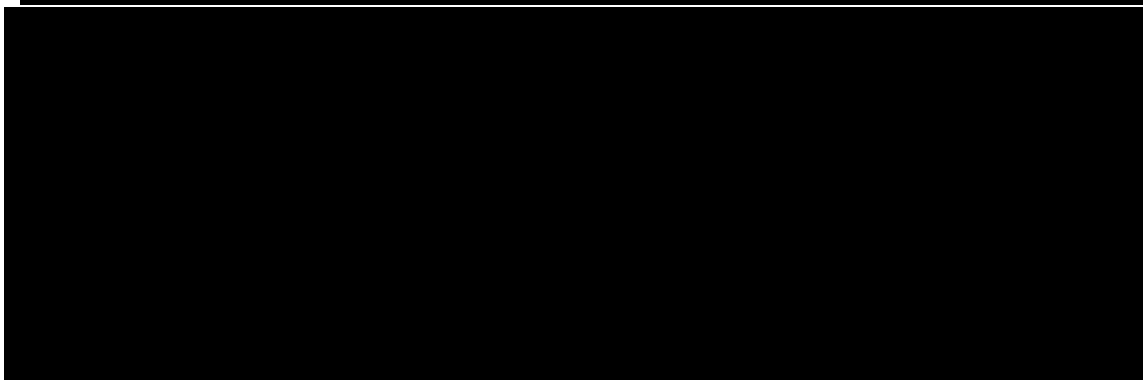
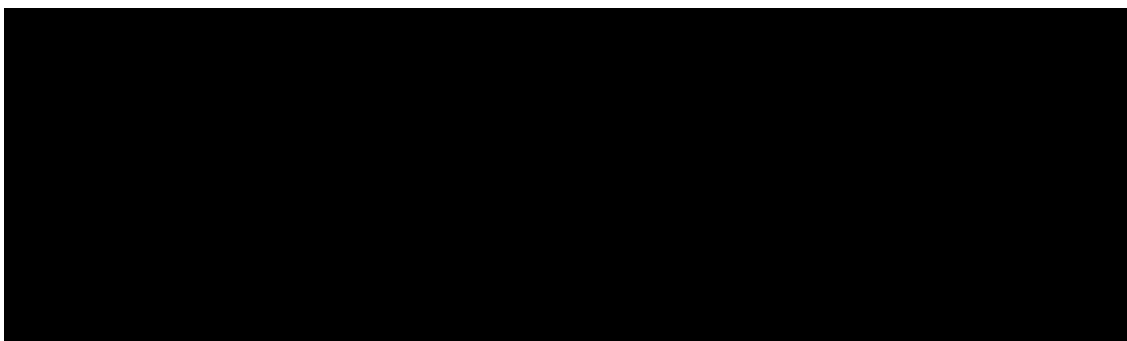
The definition of 'Excusable Cause of Delay' in clause 1.1 of the Base SDD is amended as follows:

***Excusable Cause of Delay*** means:

- (a) *a Compensation Event;*
- (b) *an Act of Prevention;*
- (c) *a Force Majeure Event;*
- (d) *the suspension or revocation of TfNSW's Accreditation and/or the Principal's Accreditation (as applicable);*
- (e) *testing directed under clause 26.8 for which Macquarie is entitled to be paid its costs pursuant to clause 26.8(c);*
- (f) *a requirement for Macquarie to remediate any Contamination:*
  - (i) *on, in, over, under or around the Construction Site that is caused by the Principal or its Associates after the Commencement Date; or*
  - (ii) *for which Macquarie is not responsible under clause 16.4(a),*  
*in circumstances contemplated by clause 16.4(c);*
- (g) *every day after [REDACTED] where the conditions of approval required for the commencement of demolition of the building on Construction Site (Area 1) have not been satisfied;*







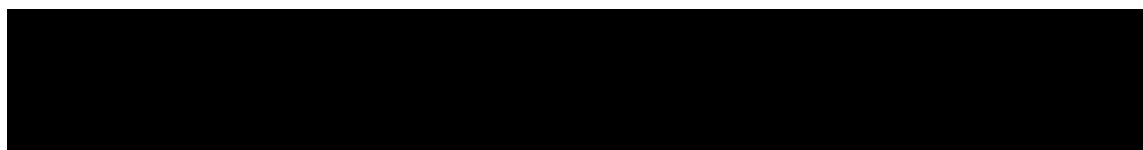
except to the extent that an event in paragraph (a) to (e) (inclusive) or (g) to ~~(k)~~(m) (inclusive) (or its effects) occurs or arises as a result of:

~~(h)~~(n) an act or omission of Macquarie or an Associate of Macquarie which was undertaken fraudulently, recklessly, unlawfully, negligently or maliciously; or

~~(m)~~(o) a failure by Macquarie or a Related Entity of Macquarie to comply with their obligations under a Project Document or a failure of the OSD Developer to comply with its obligations under an OSD Project Document or a failure of the D&C Contractor to comply with its obligations under any Project Cooperation and Integration Deed.

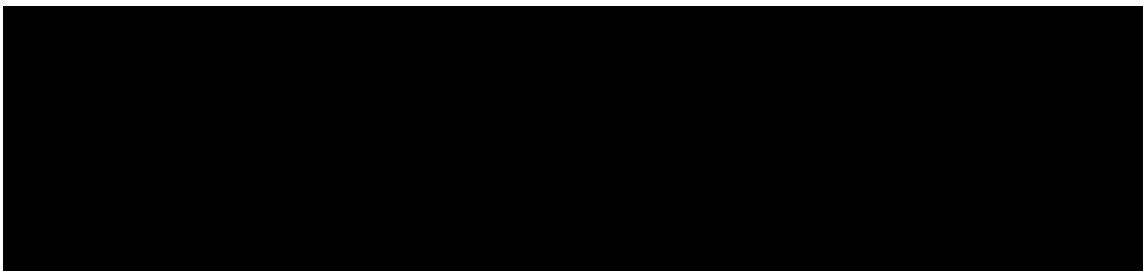
**2. Clause 4.4 – Independent Certifier**

Clause 4.4(a)(ii) of the Base SDD is amended as follows:



**3. Clause 4.4 – Independent Certifier**

Clause 4.4 of the Base SDD is amended by inserting a new clause 4.4(p) after clause 4.4(o) as follows:



#### 4. **Clause 9.4(b) – Work health and safety**

Clause 9.4(b) of the Base SDD is deleted and replaced with the following:

(b) **(corporate work health and safety management system): ensure that the D&C Contractor has a corporate work health and safety management system which complies with the Law and is otherwise in accordance with the Office of the Federal Safety Commissioner's Audit Criteria Guidelines and New South Wales Government Work Health and Safety Management Systems and Auditing Guidelines (5th Edition) (September 2013, updated May 2014);**

#### 5. **Clause 16.5(d) – Environmental compliance**

Clause 16.5(d) of the Base SDD is deleted and replaced with the following:

(d) **(Corporate Environmental Management System): ensure that the D&C Contractor has a Corporate Environmental Management System which complies with the Law and is otherwise in accordance with the New South Wales Government Environmental Management System Guidelines (3rd Edition) (August 2013);**

#### 6. **Clause 16.6(a) – Environmental Management Plans**

Clause 16.6(a) of the Base SDD is deleted and replaced with:

(a) **must ensure that the D&C Contractor prepares the Environmental Management Plans in accordance with the requirements applicable to an "Environmental Management Plan" set out in the New South Wales Government Environmental Management System Guidelines (3rd Edition) (August 2013);**

#### 7. **Clause 22.1 – Quality Management System**

Clause 22.1 of the Base SDD is amended as follows:

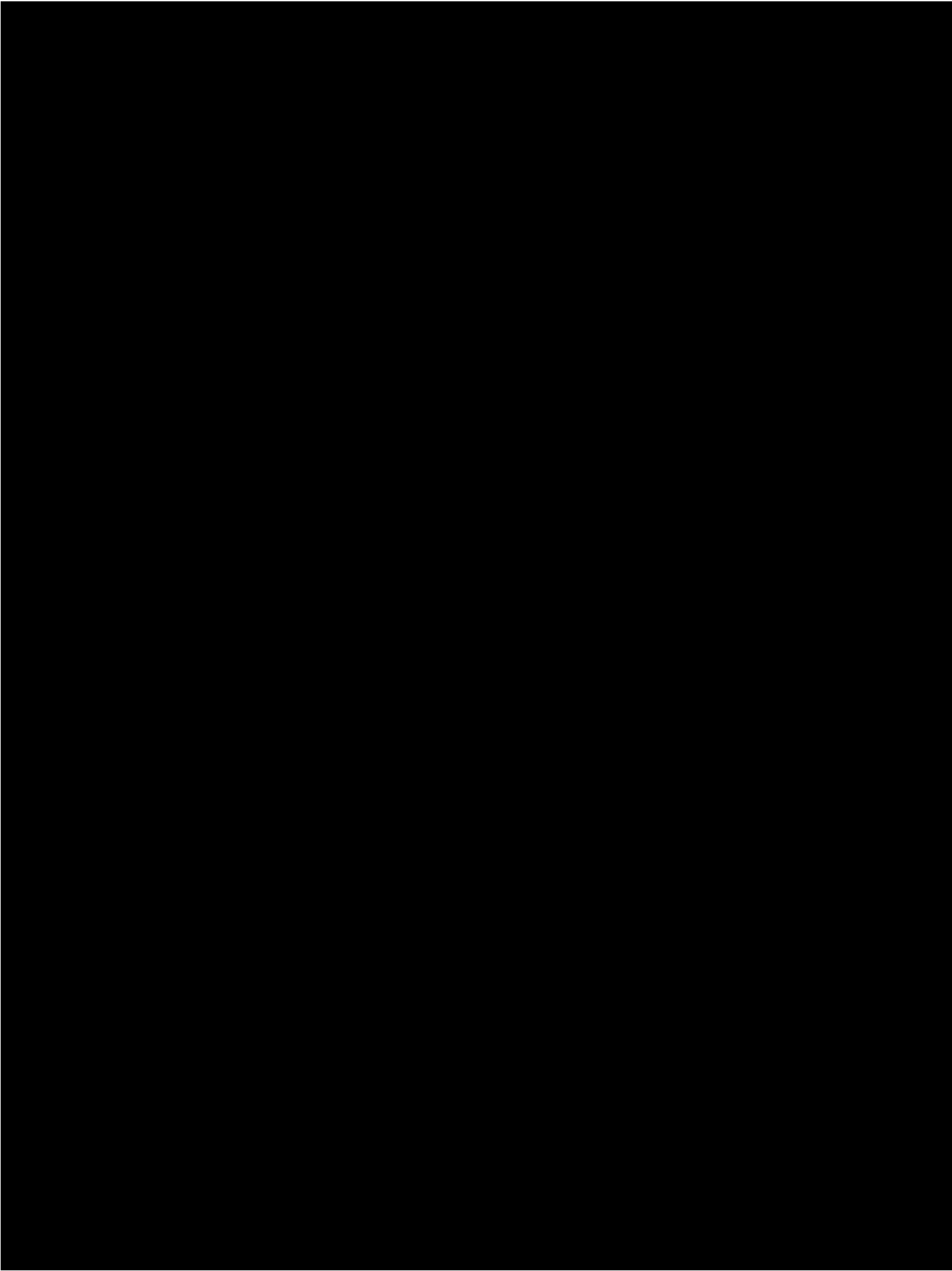
##### **22.1 Quality Management System**

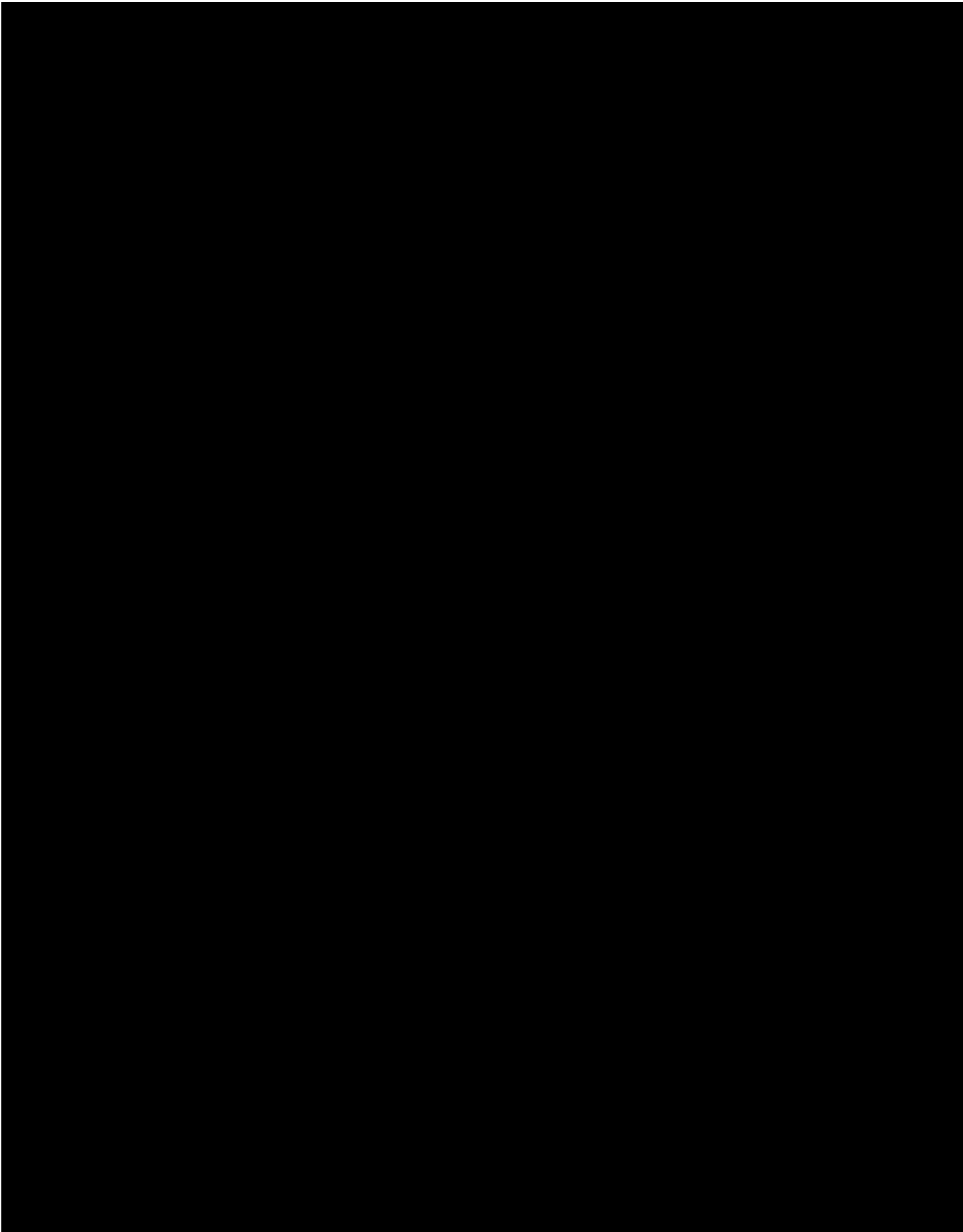
- (a) Macquarie must ~~ensure~~implement a Quality Management System for the management of all aspects of Macquarie's obligations under this deed is implemented by the D&C Contractor, including in accordance with the applicable requirements of the SWTC and the Quality Plan.
- (b) Macquarie must ~~ensure develop and implement~~ a Quality Plan is developed and implemented by the D&C Contractor in accordance with this deed.

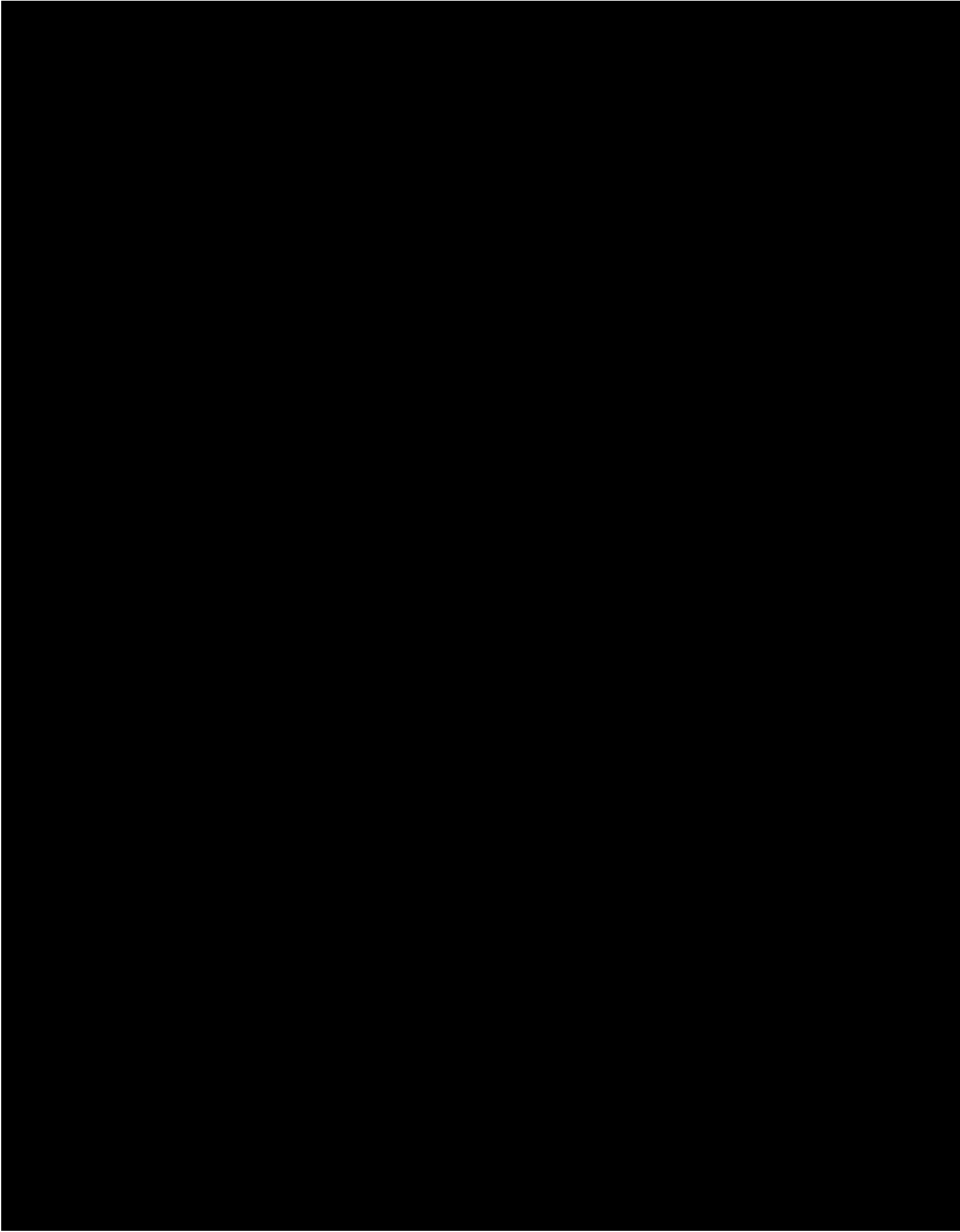
## **SCHEDULE 2**

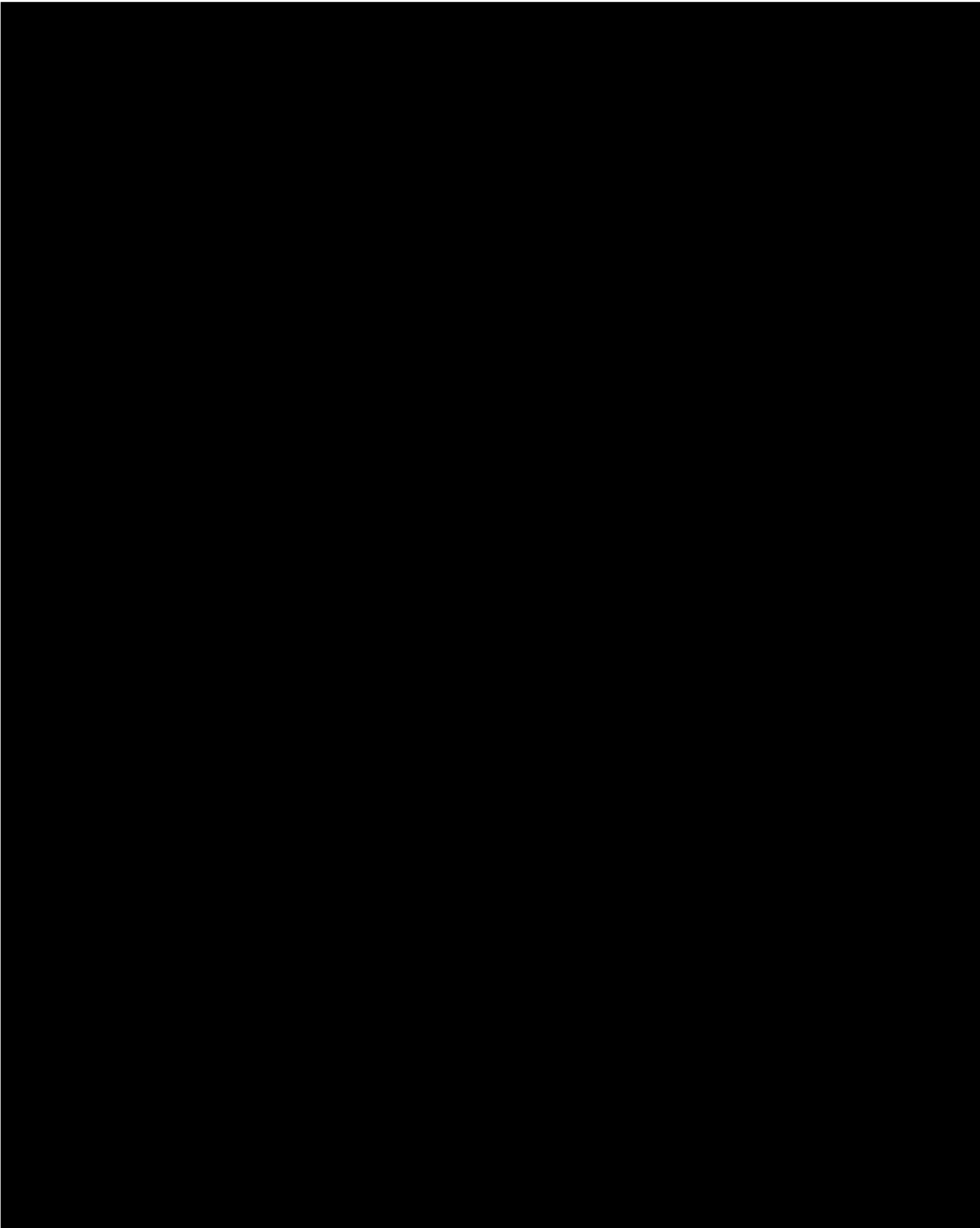
### **Amendments to Schedule A4 (Part 2) of the Base SDD**

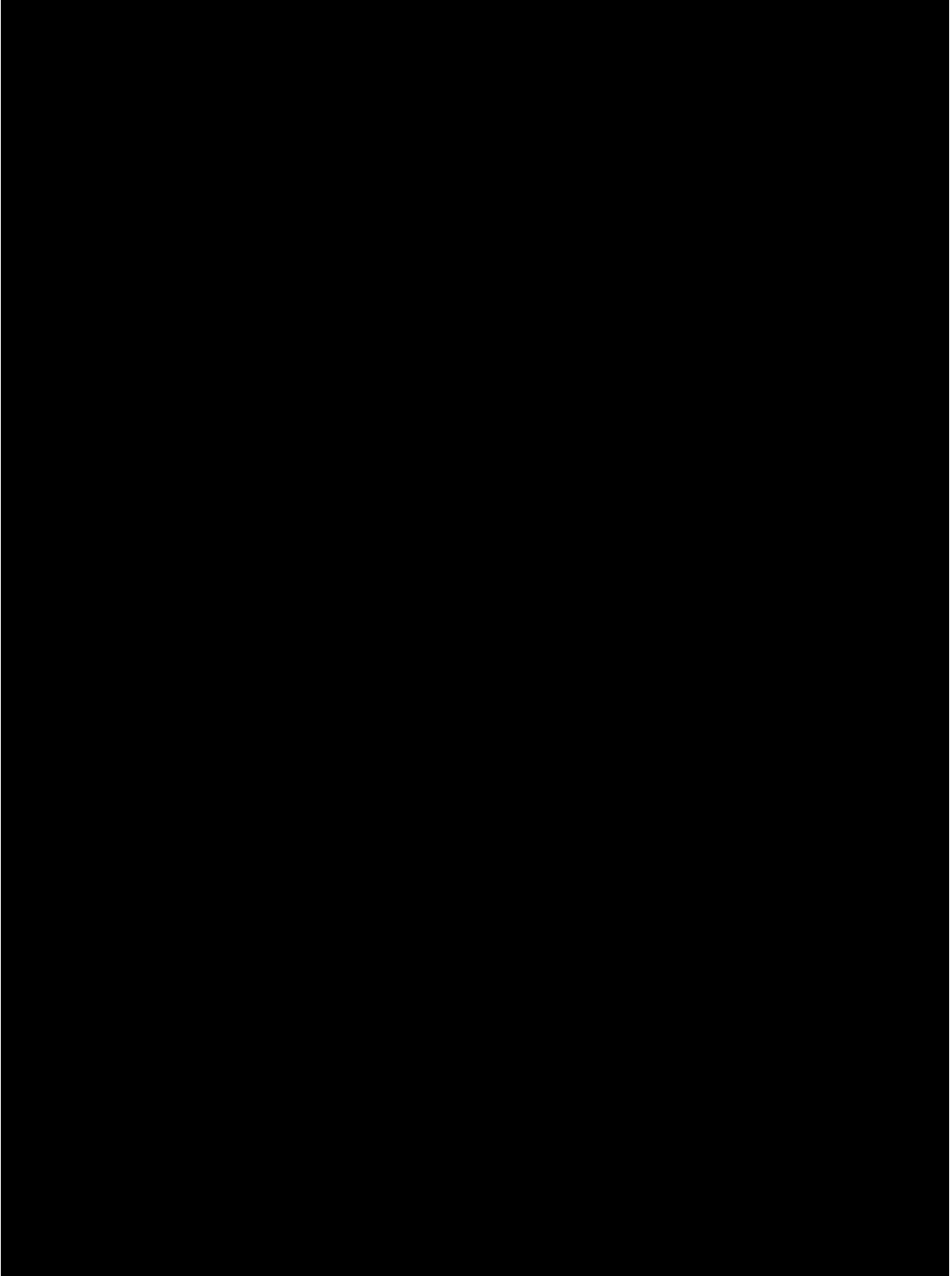
With effect on and from the Effective Date, Schedule A4 (Part 2) of the Base SDD is deleted and replaced with the version **included** in this Schedule 2, with the amendments to the version included in the Base SDD shown in mark-up.



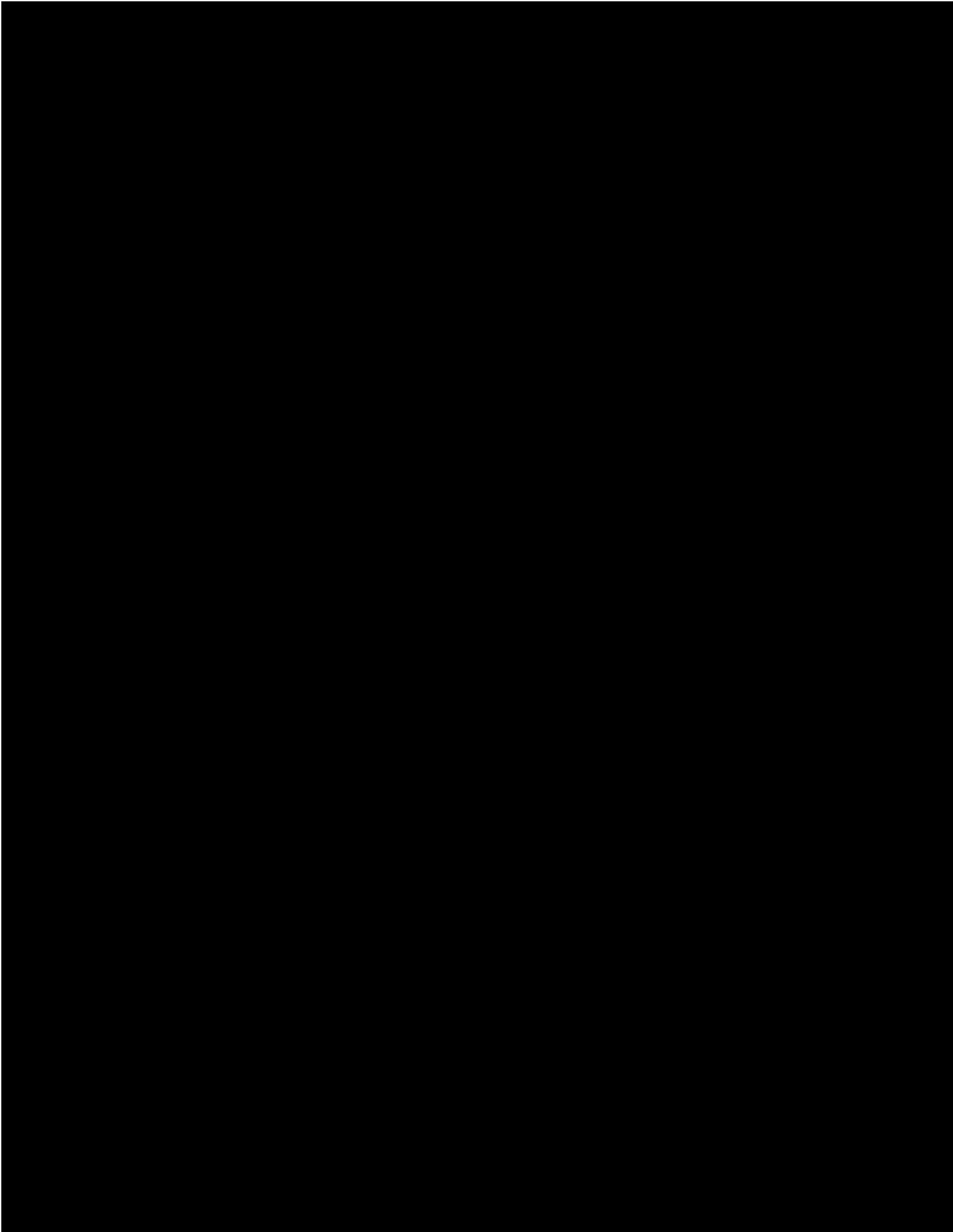


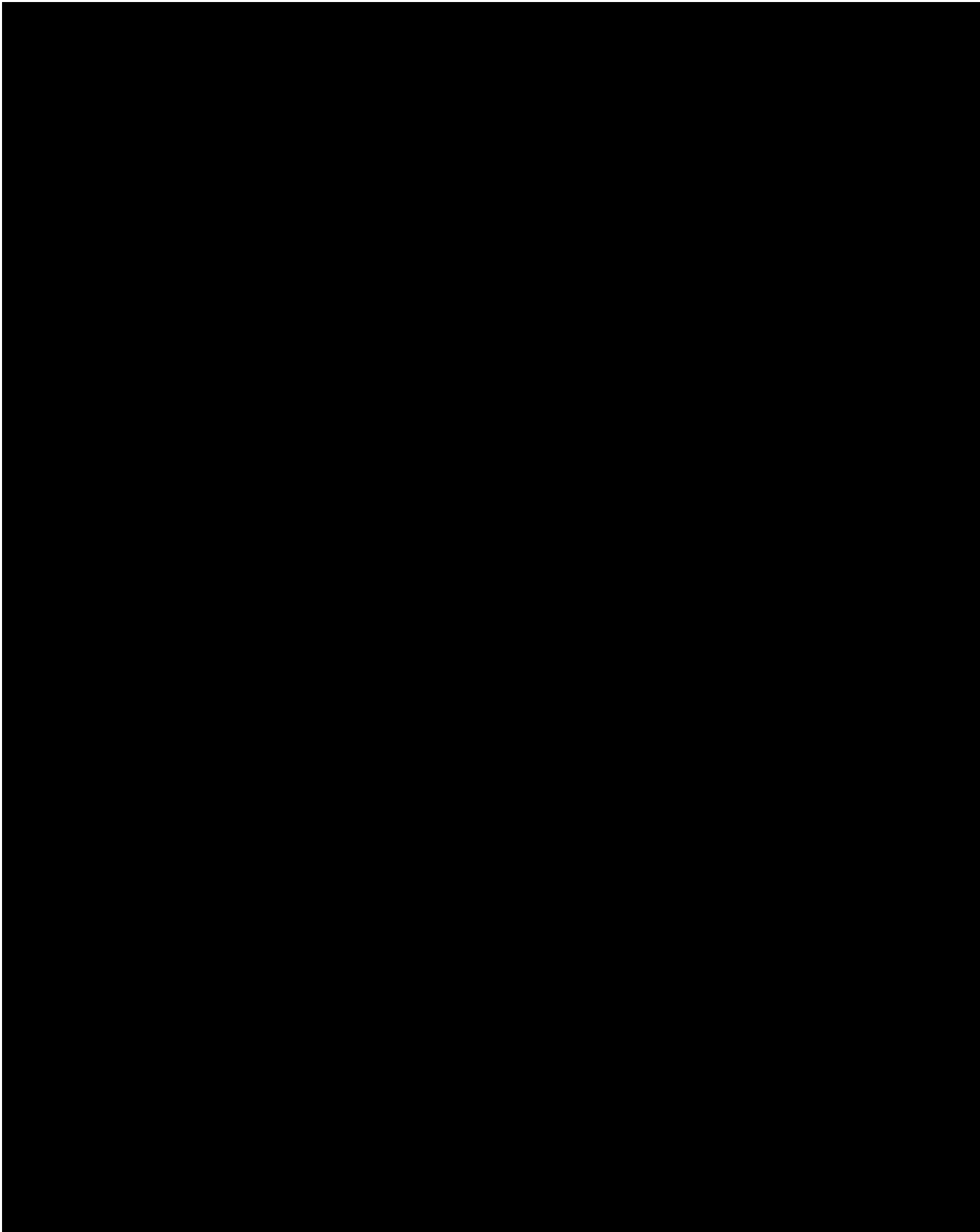


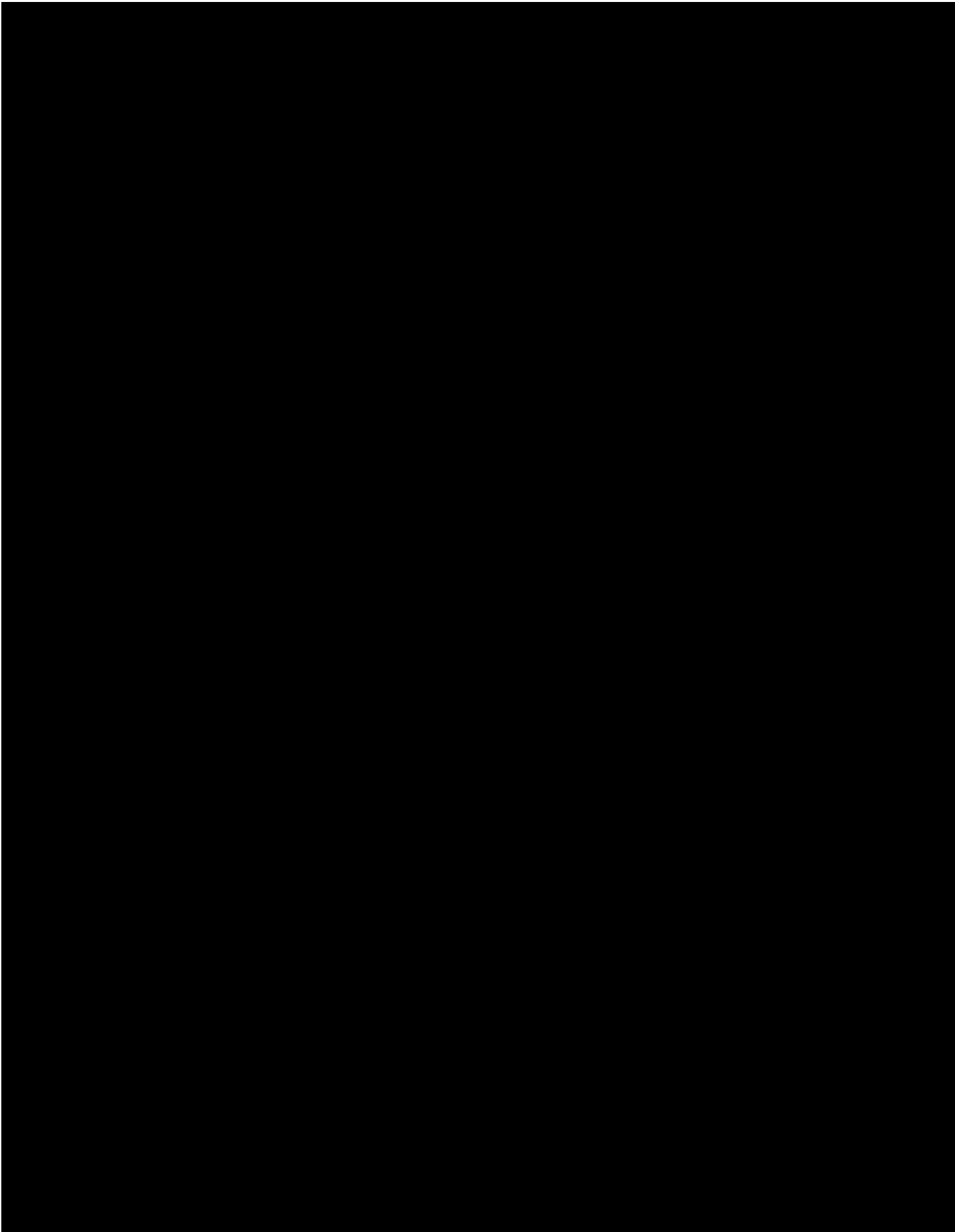


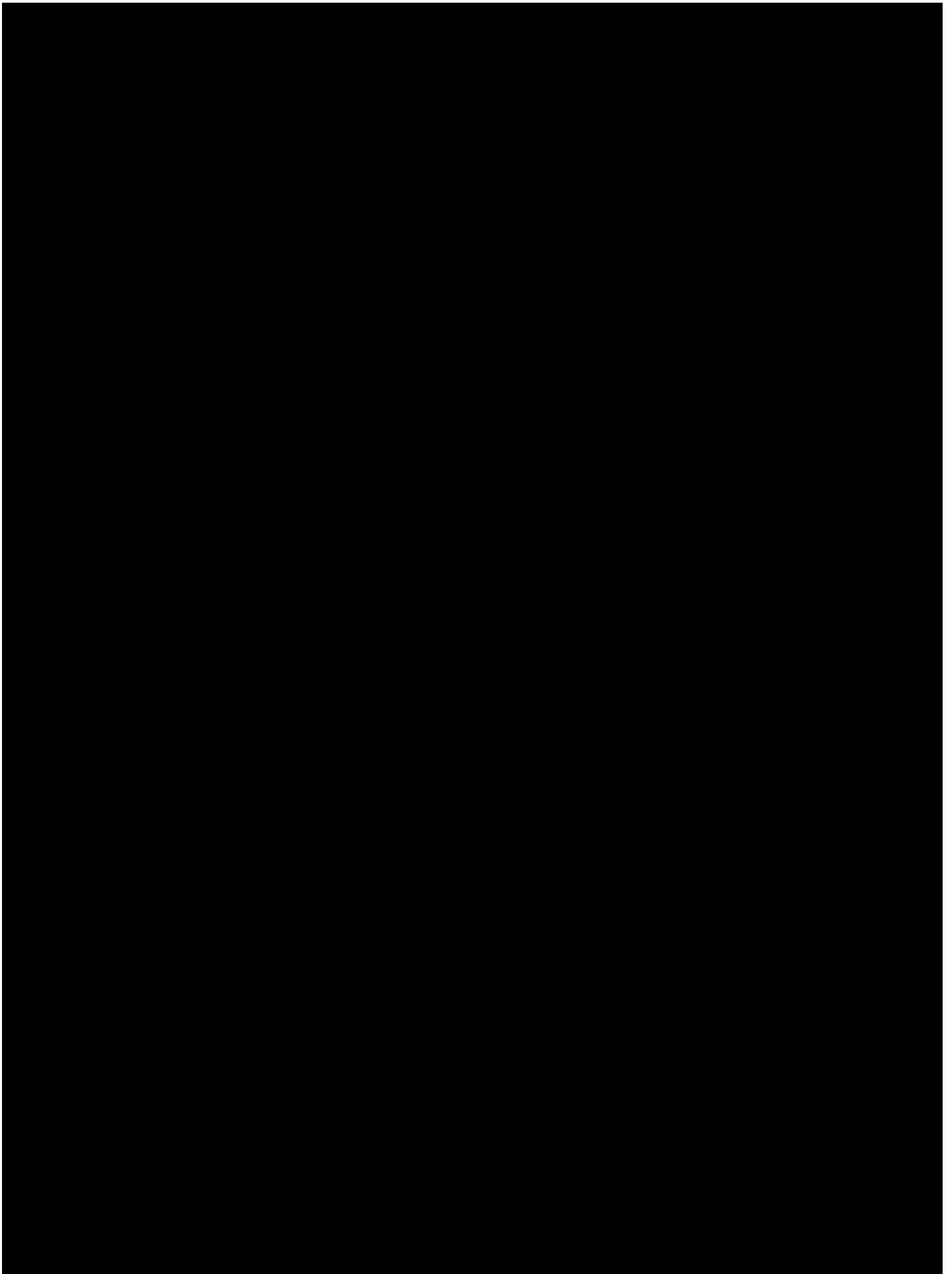


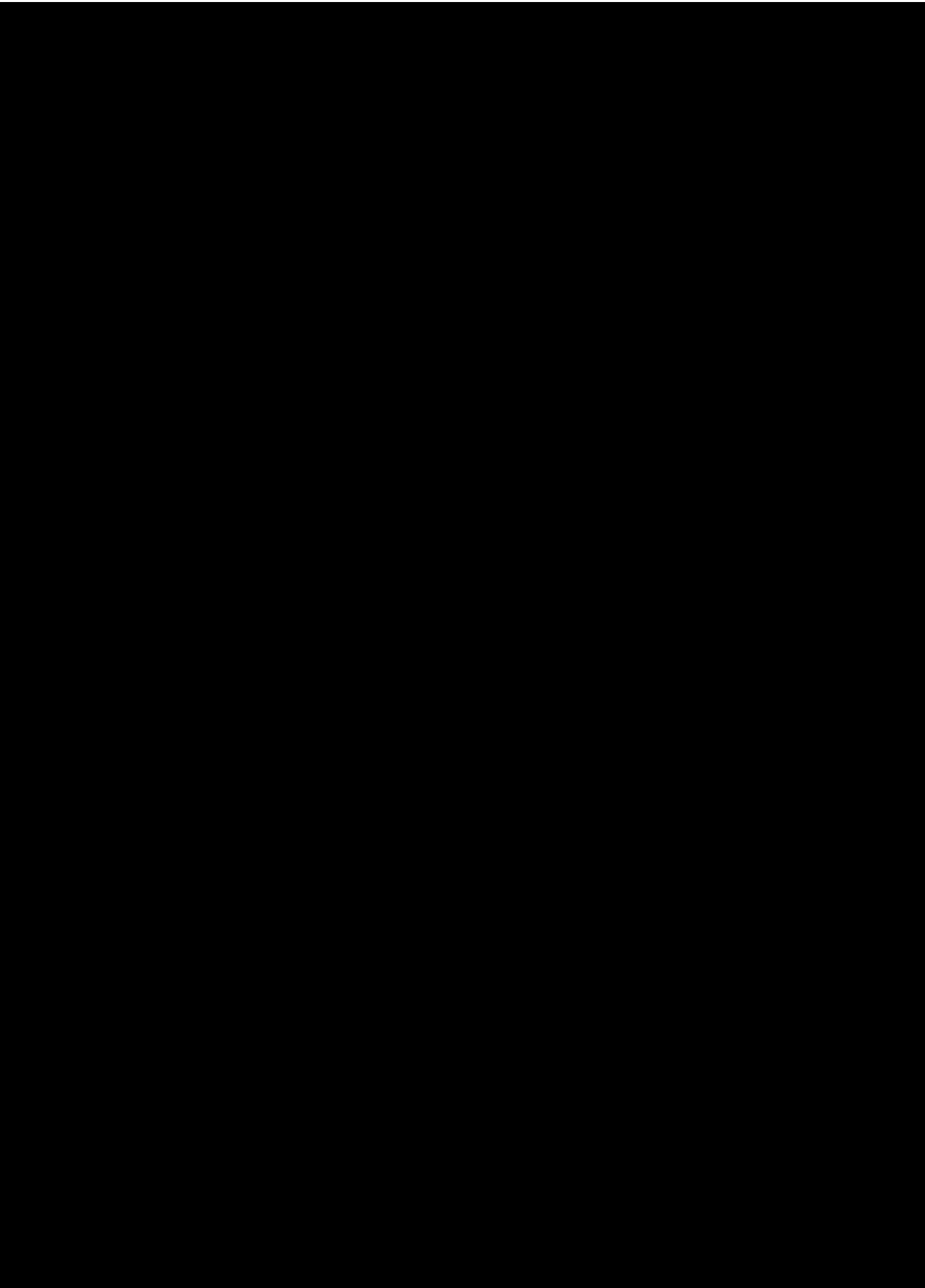


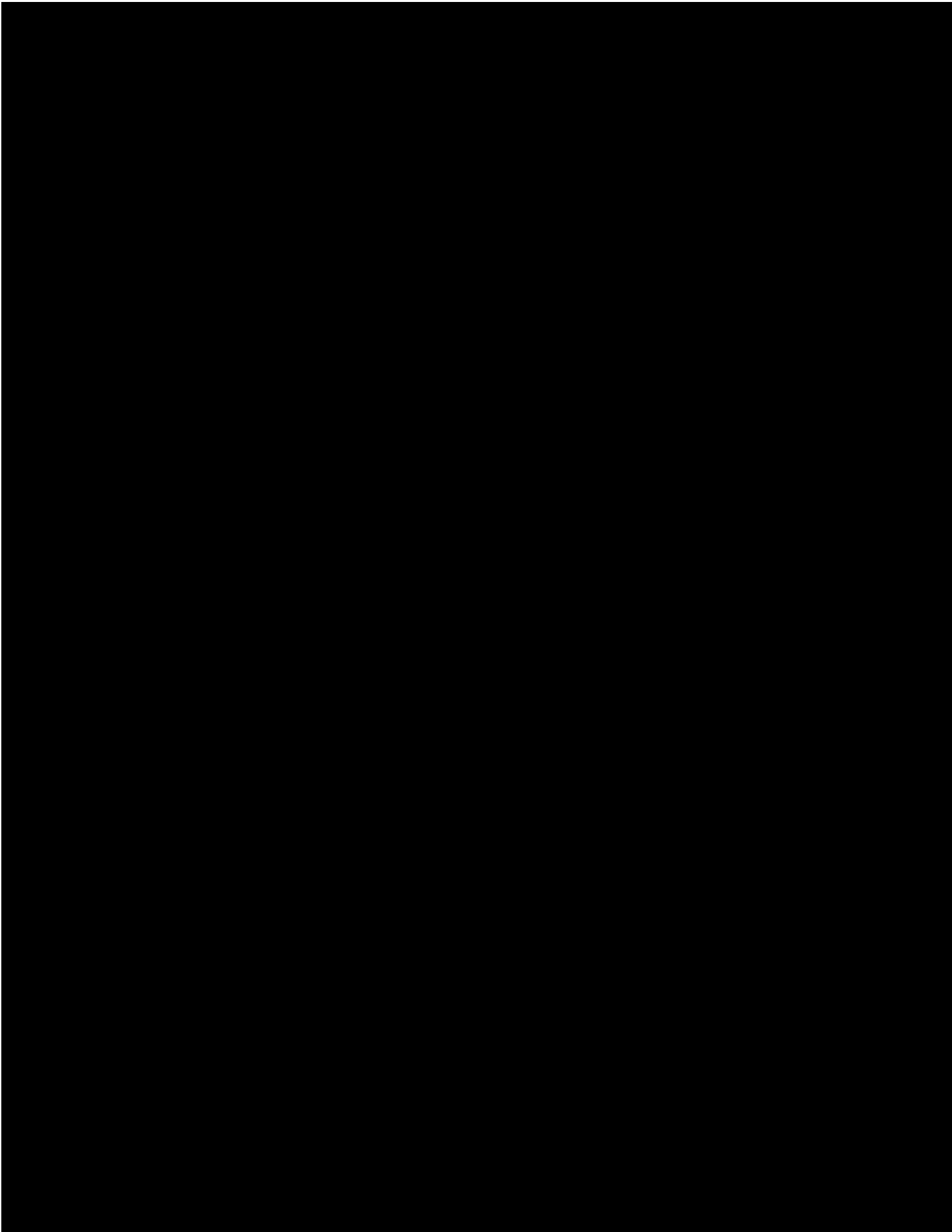


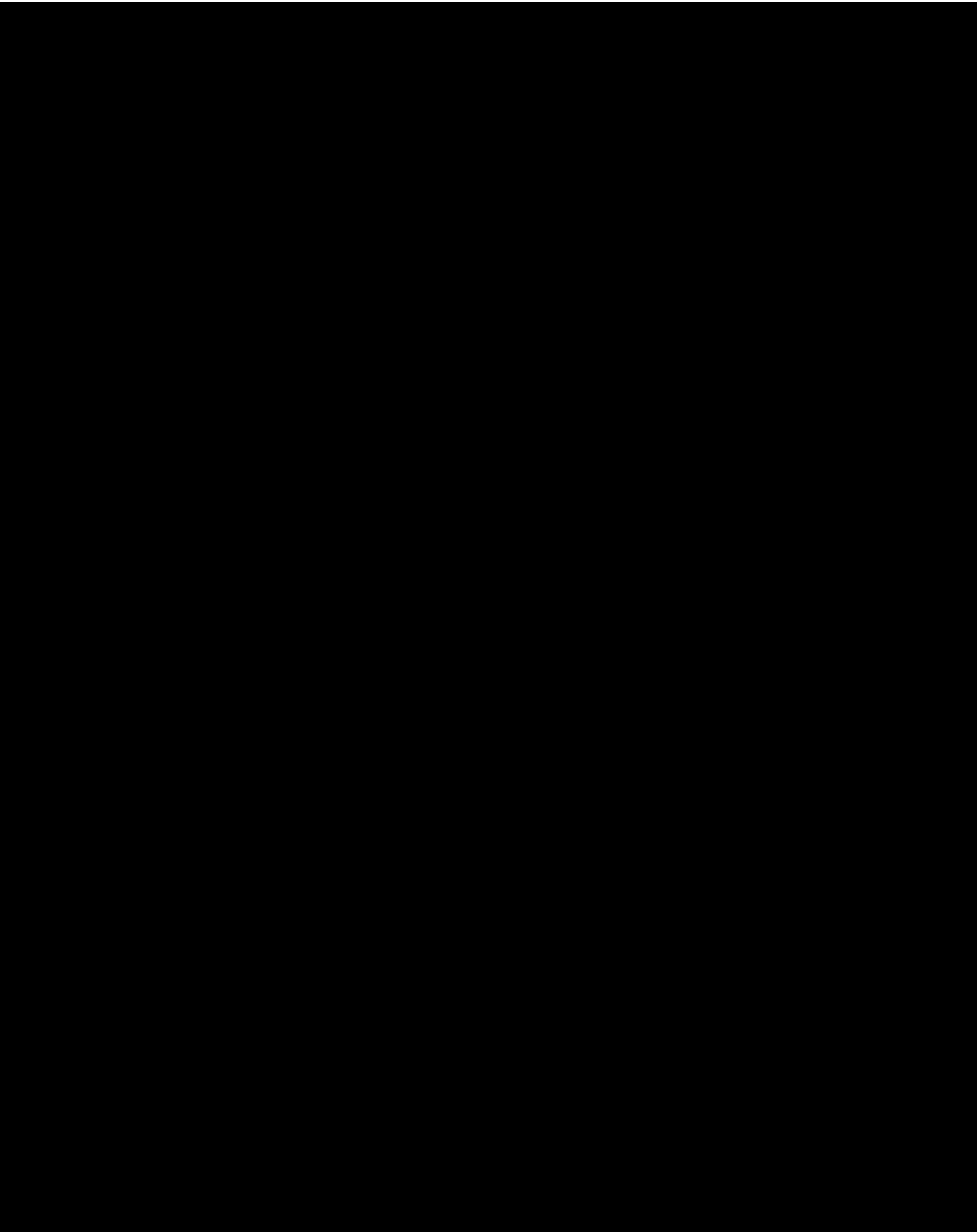


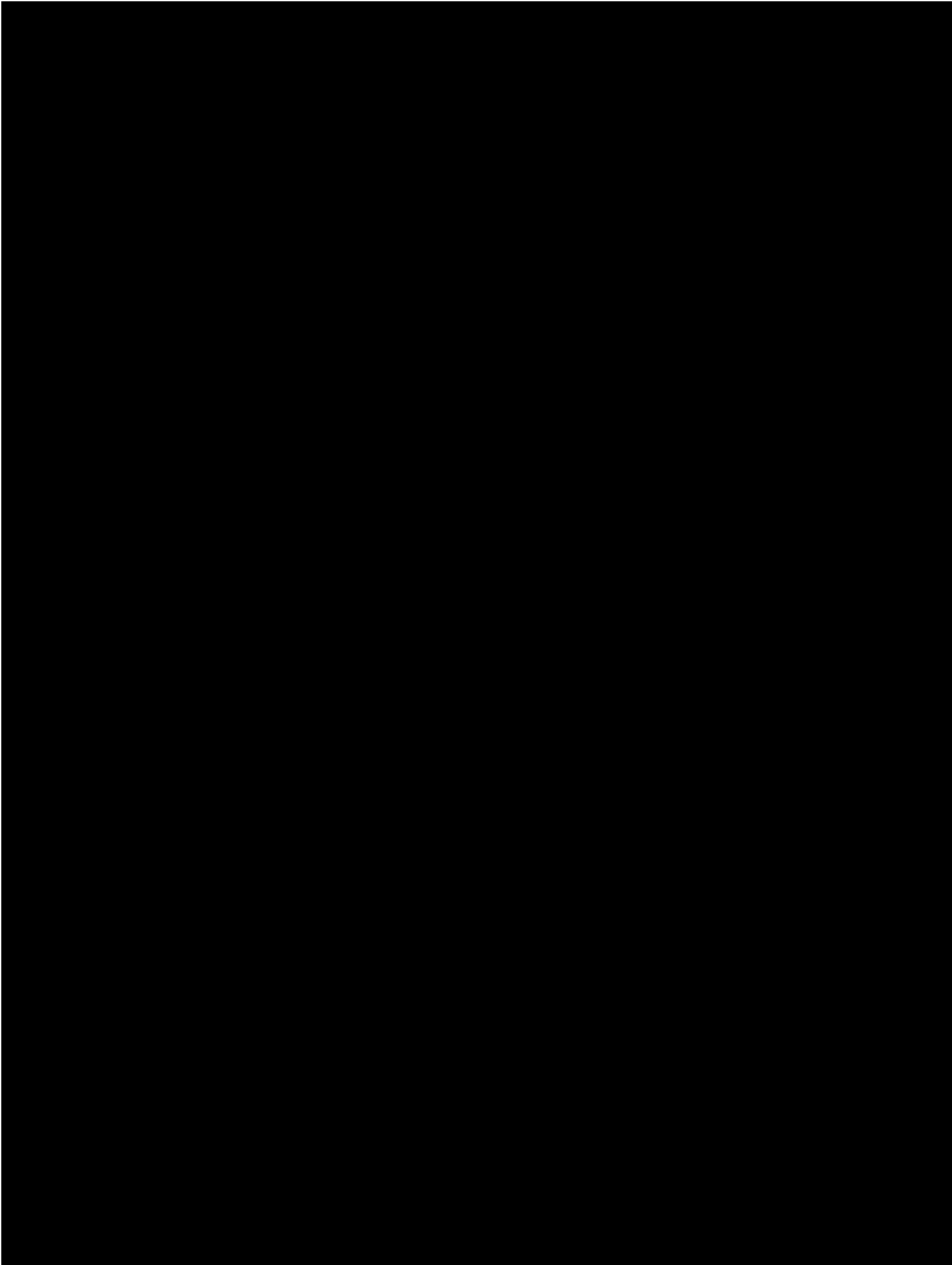




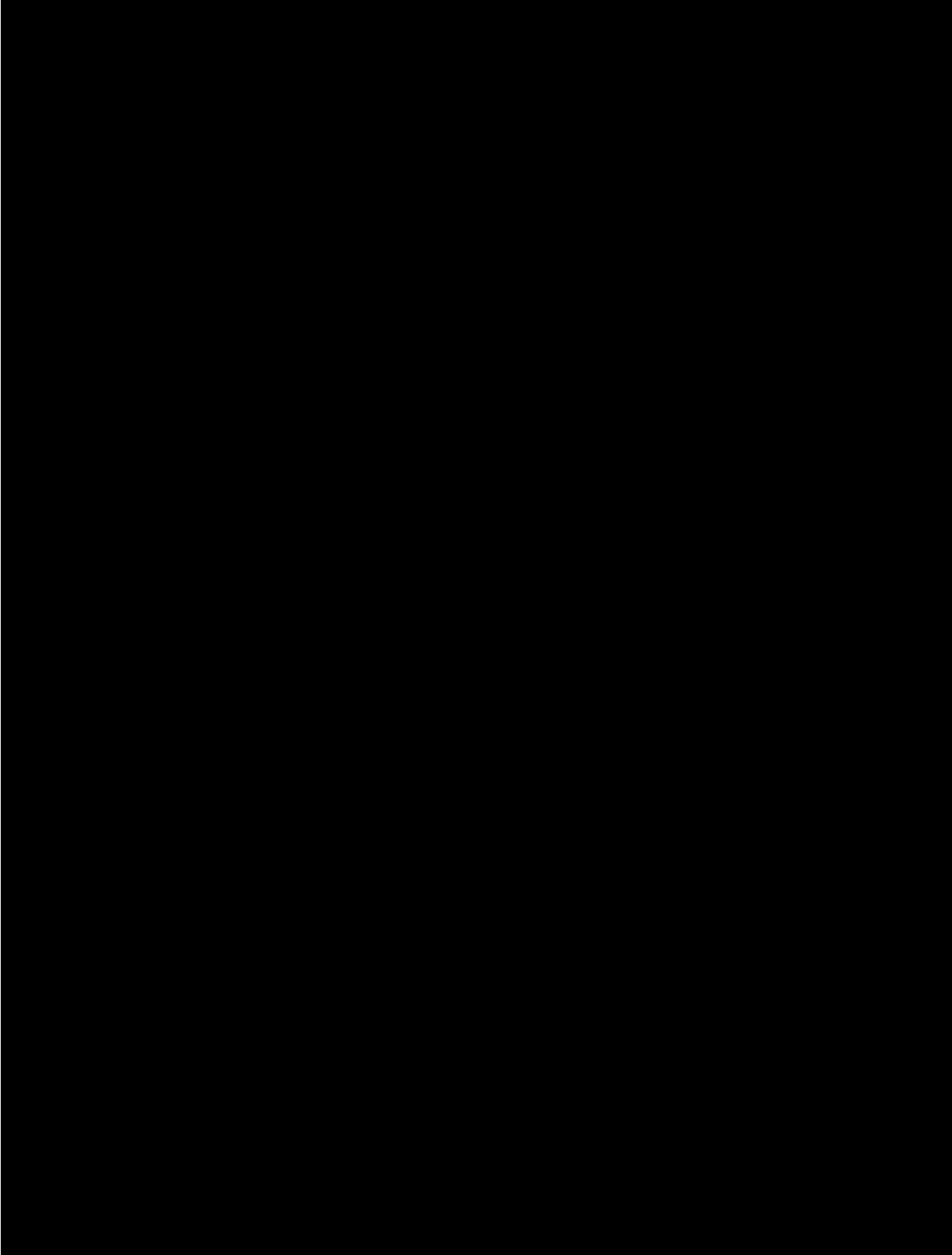


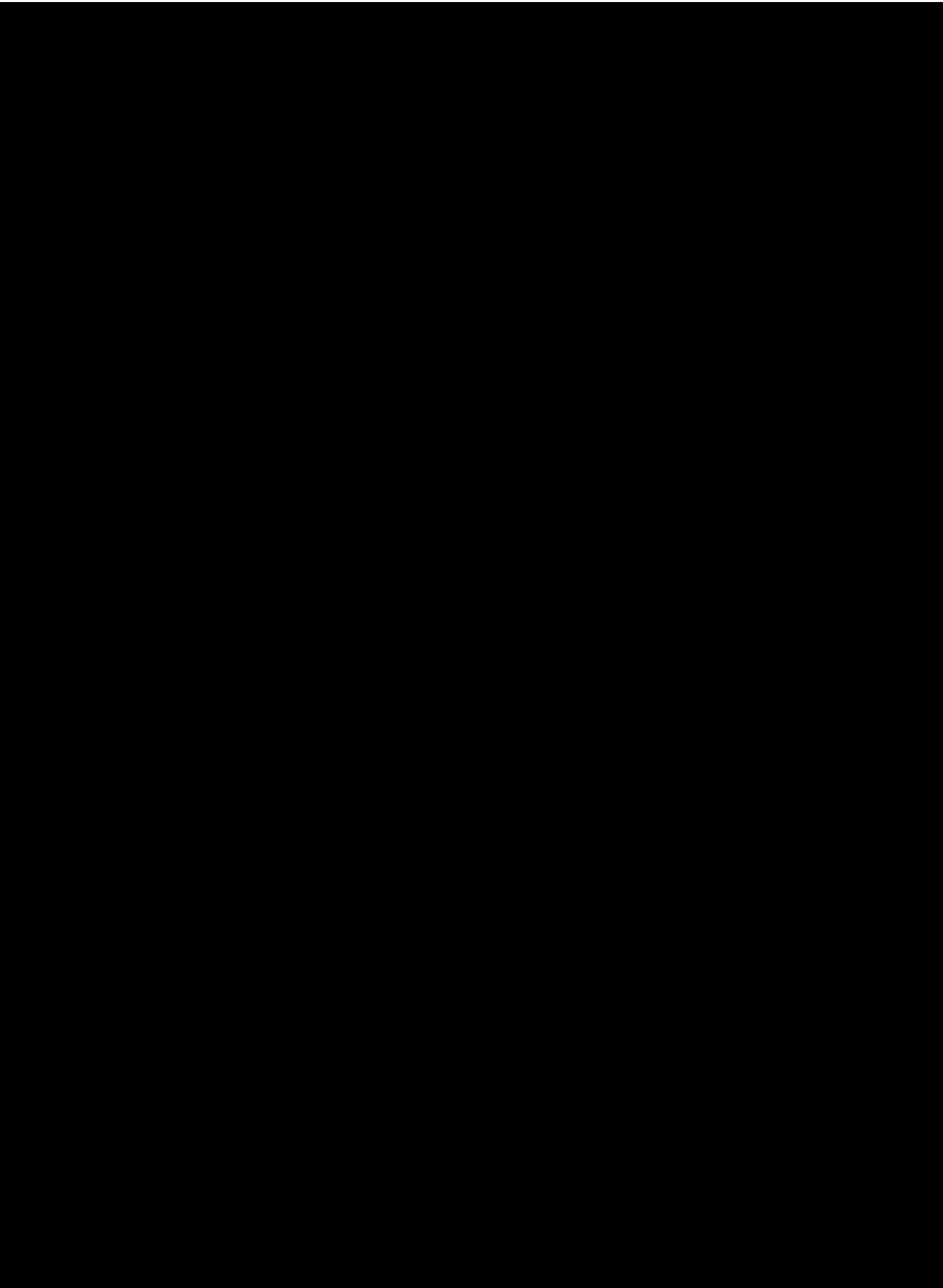


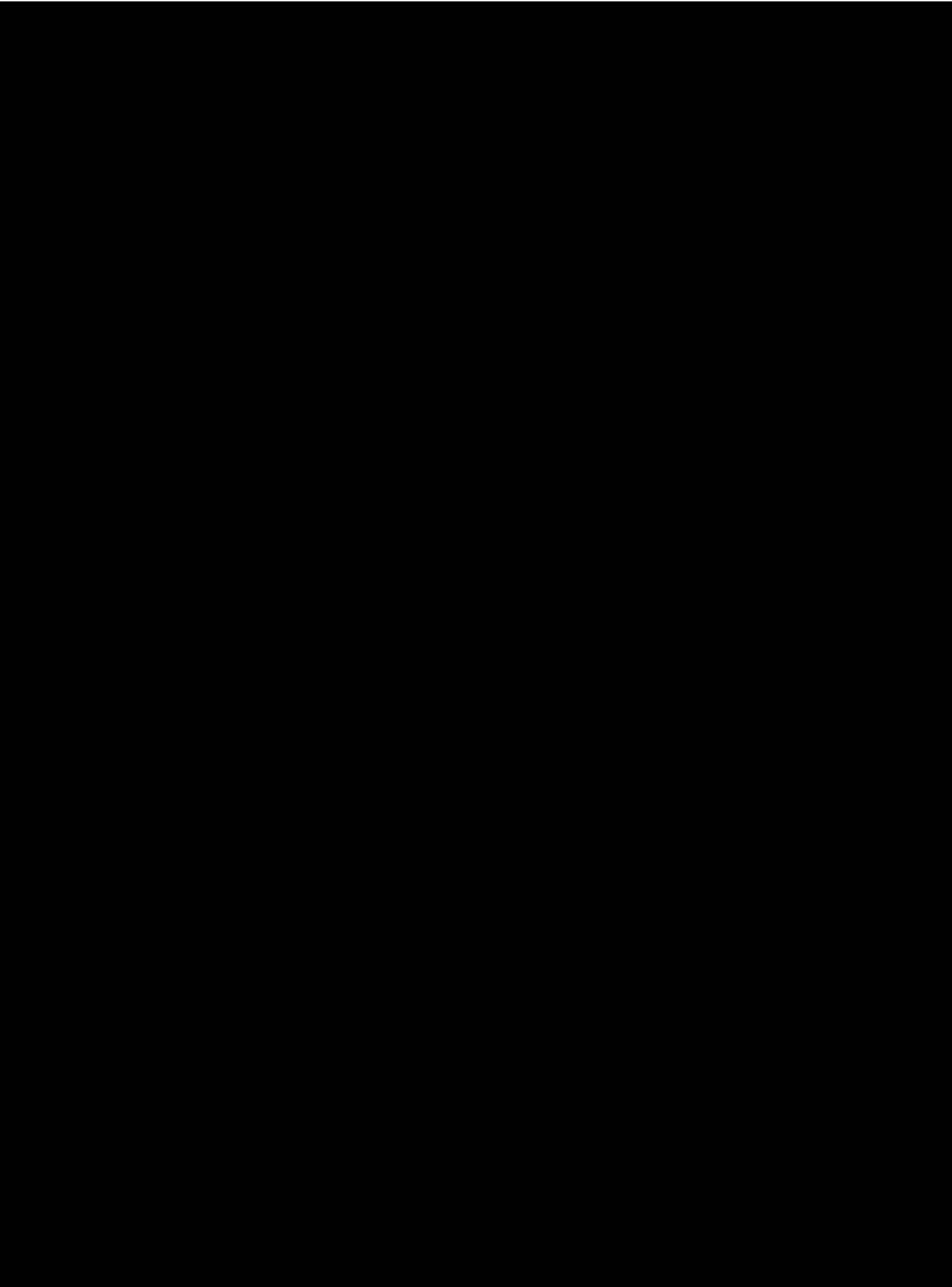


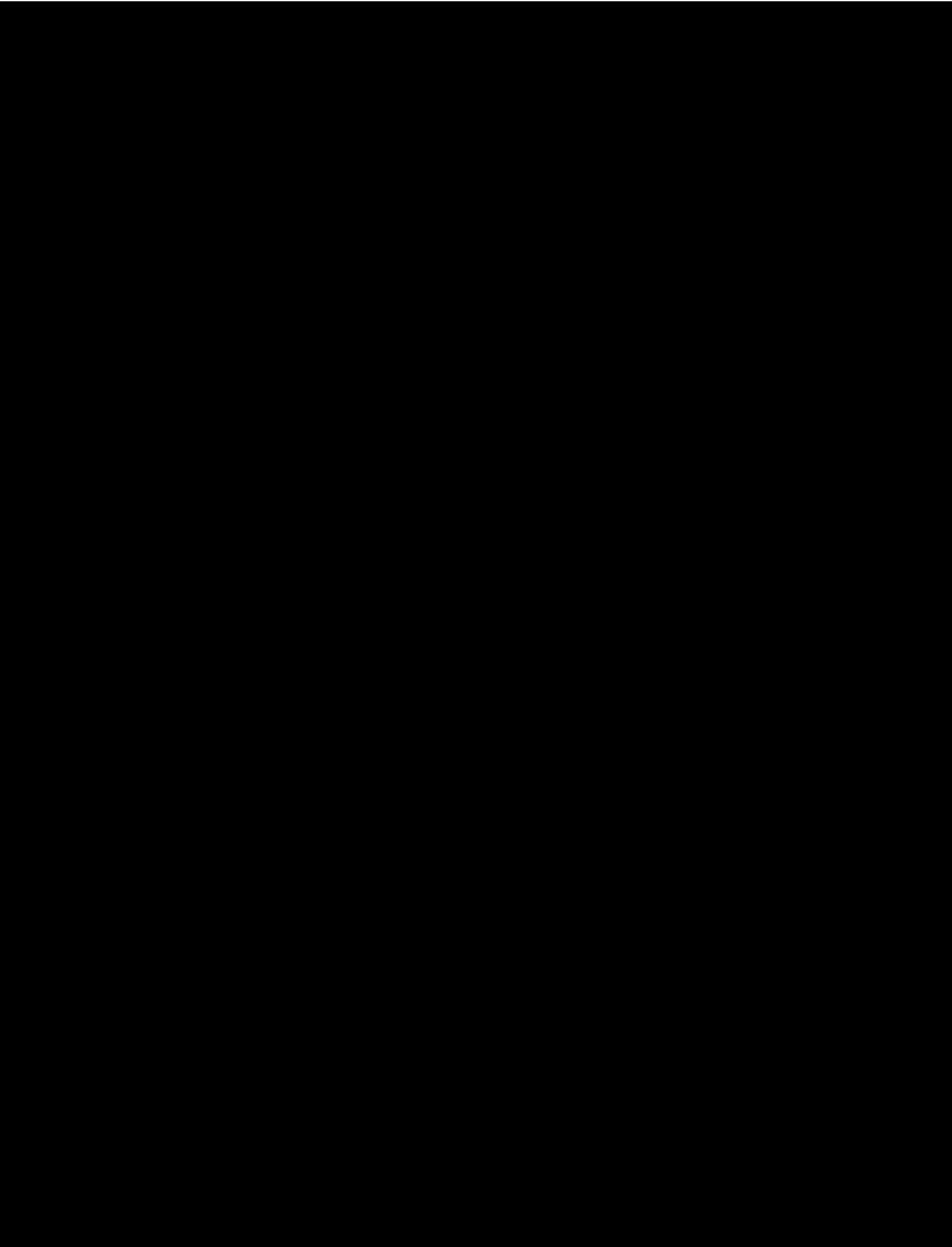


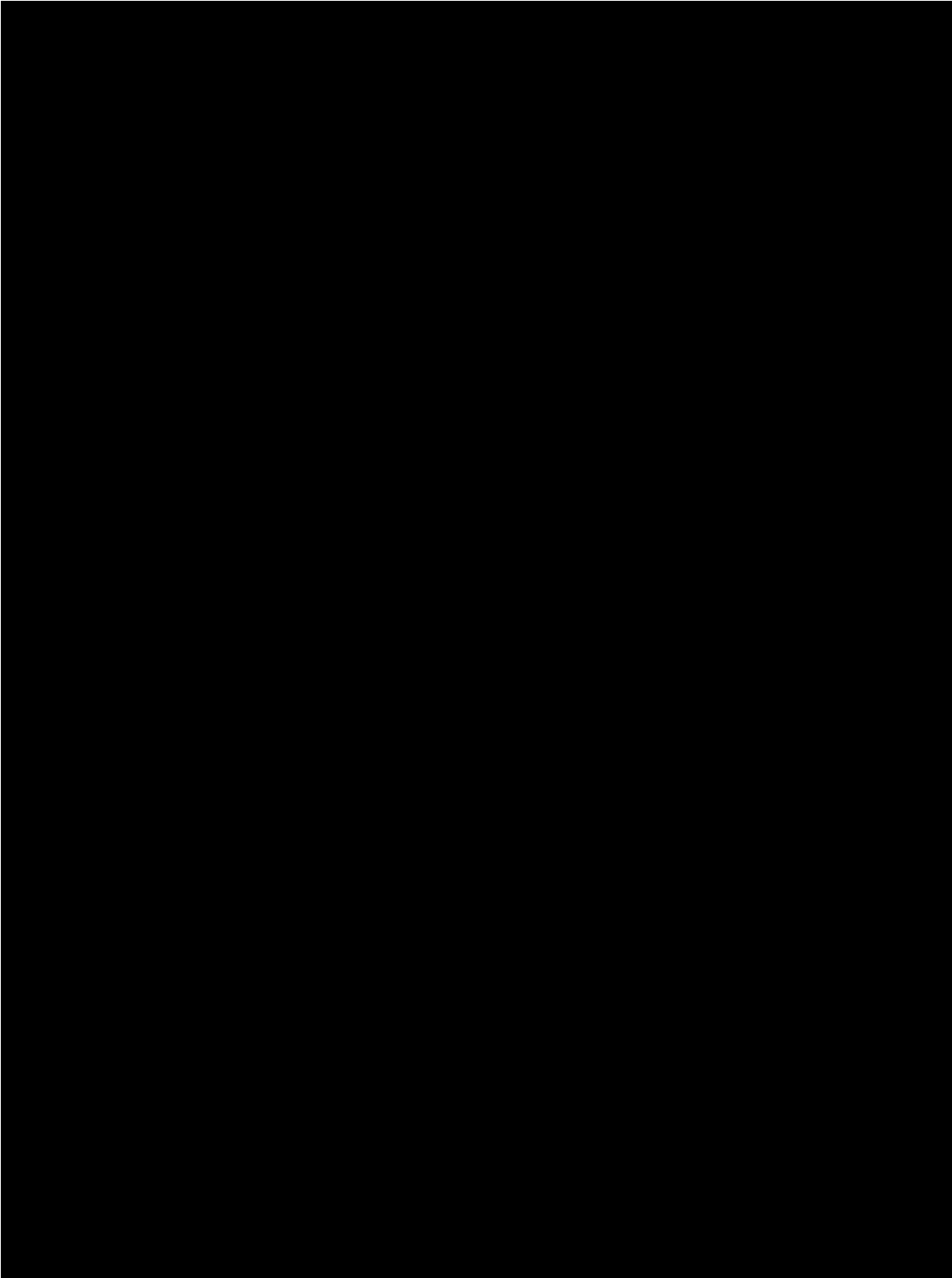


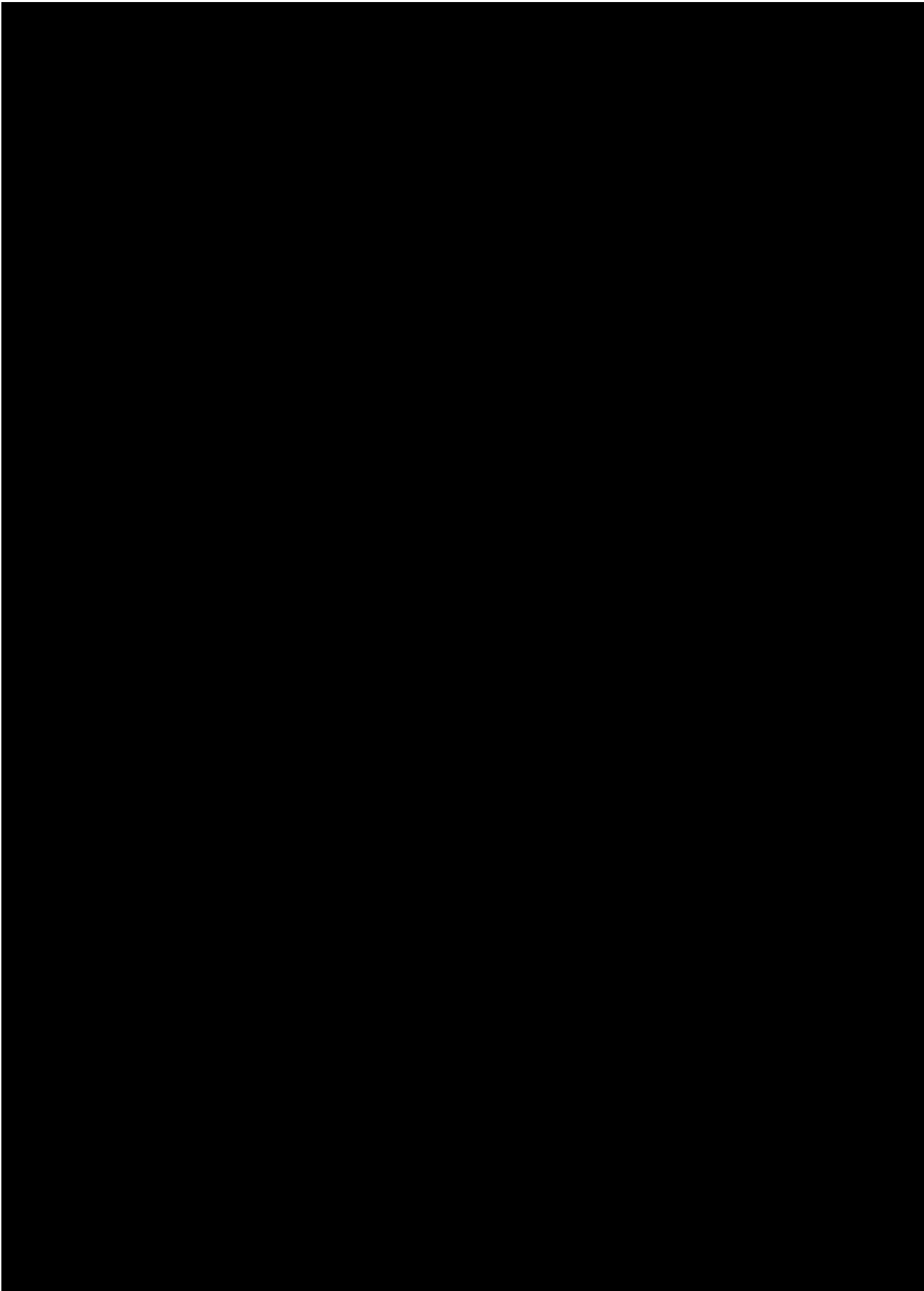


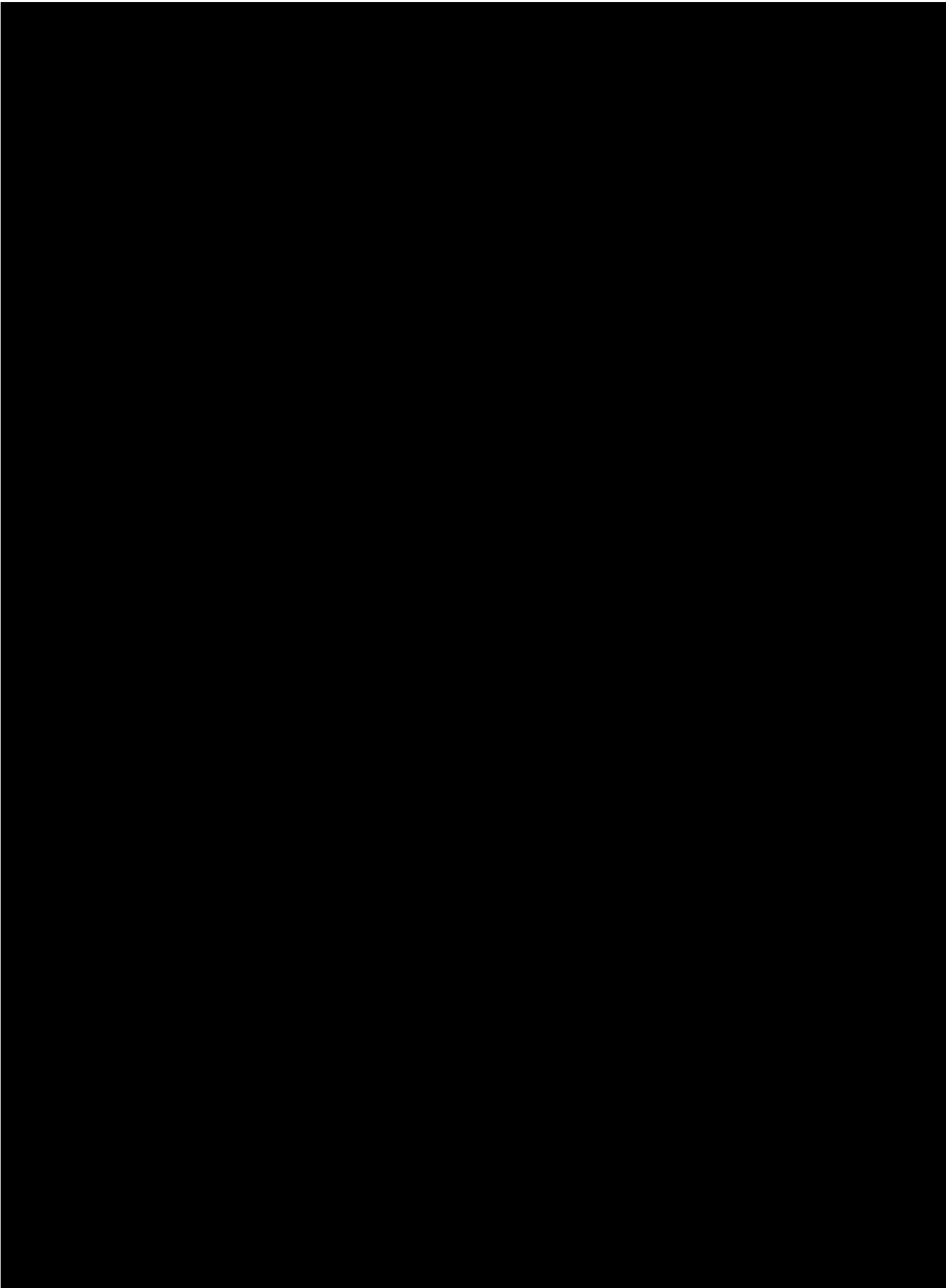


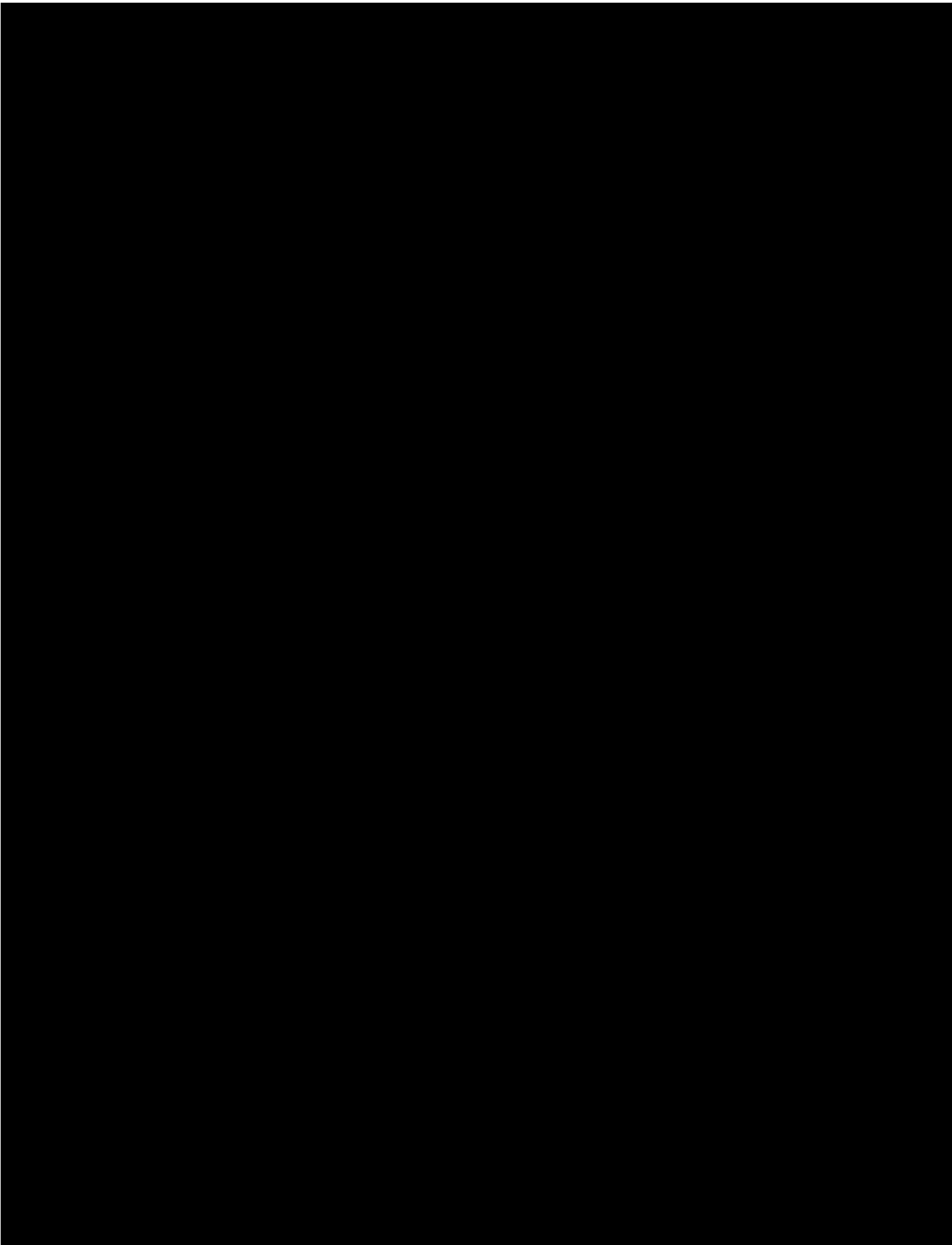




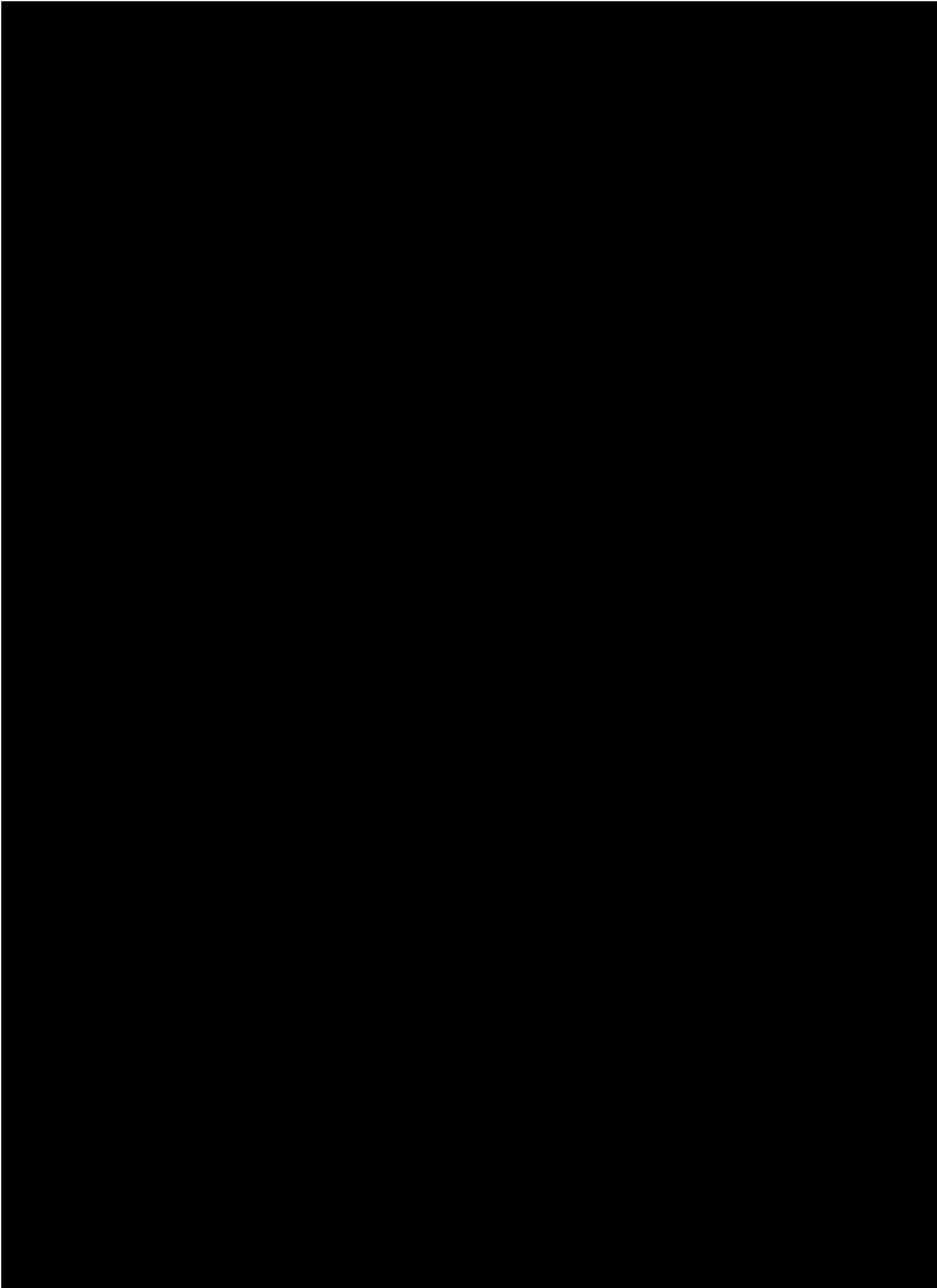


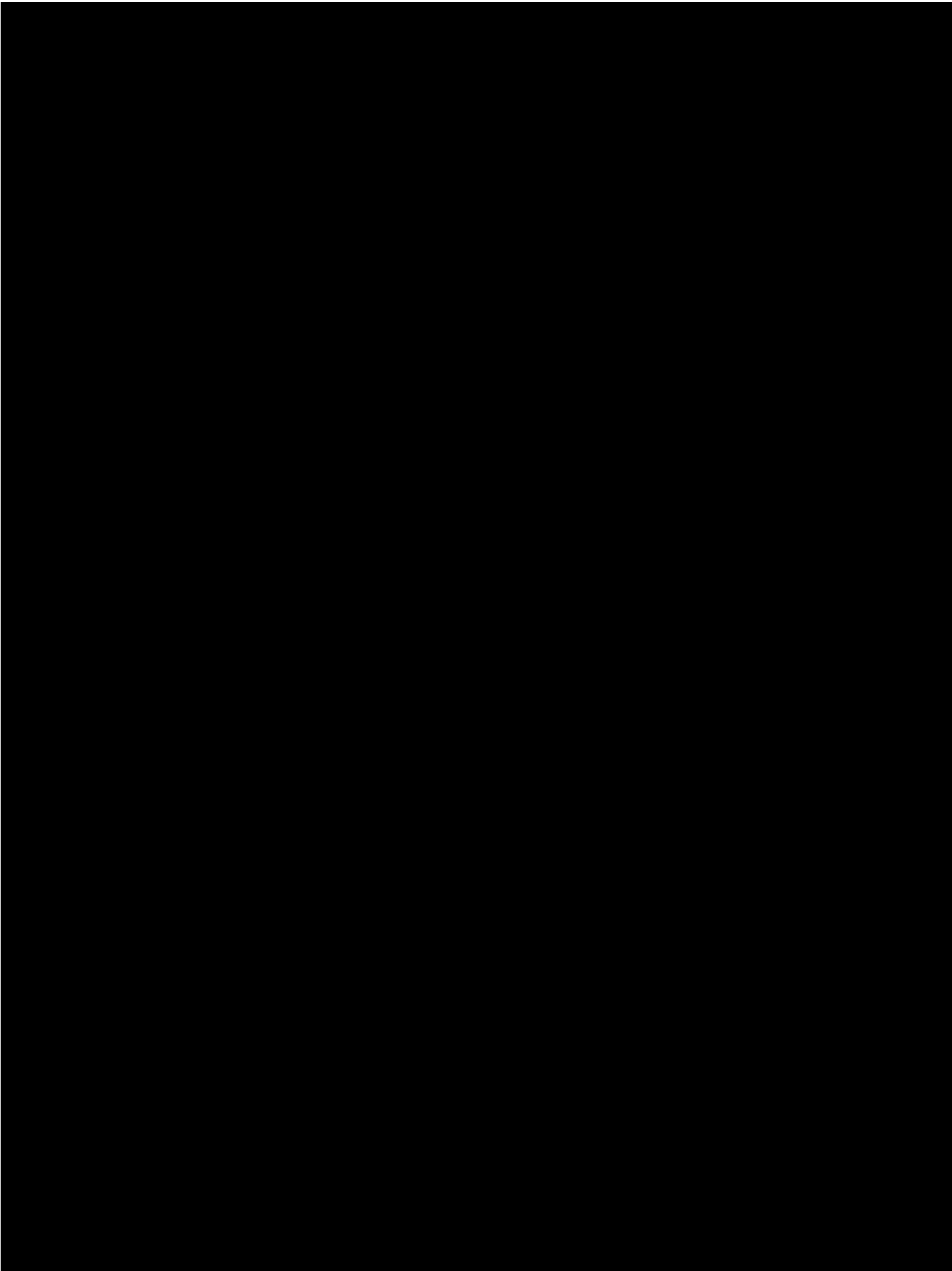


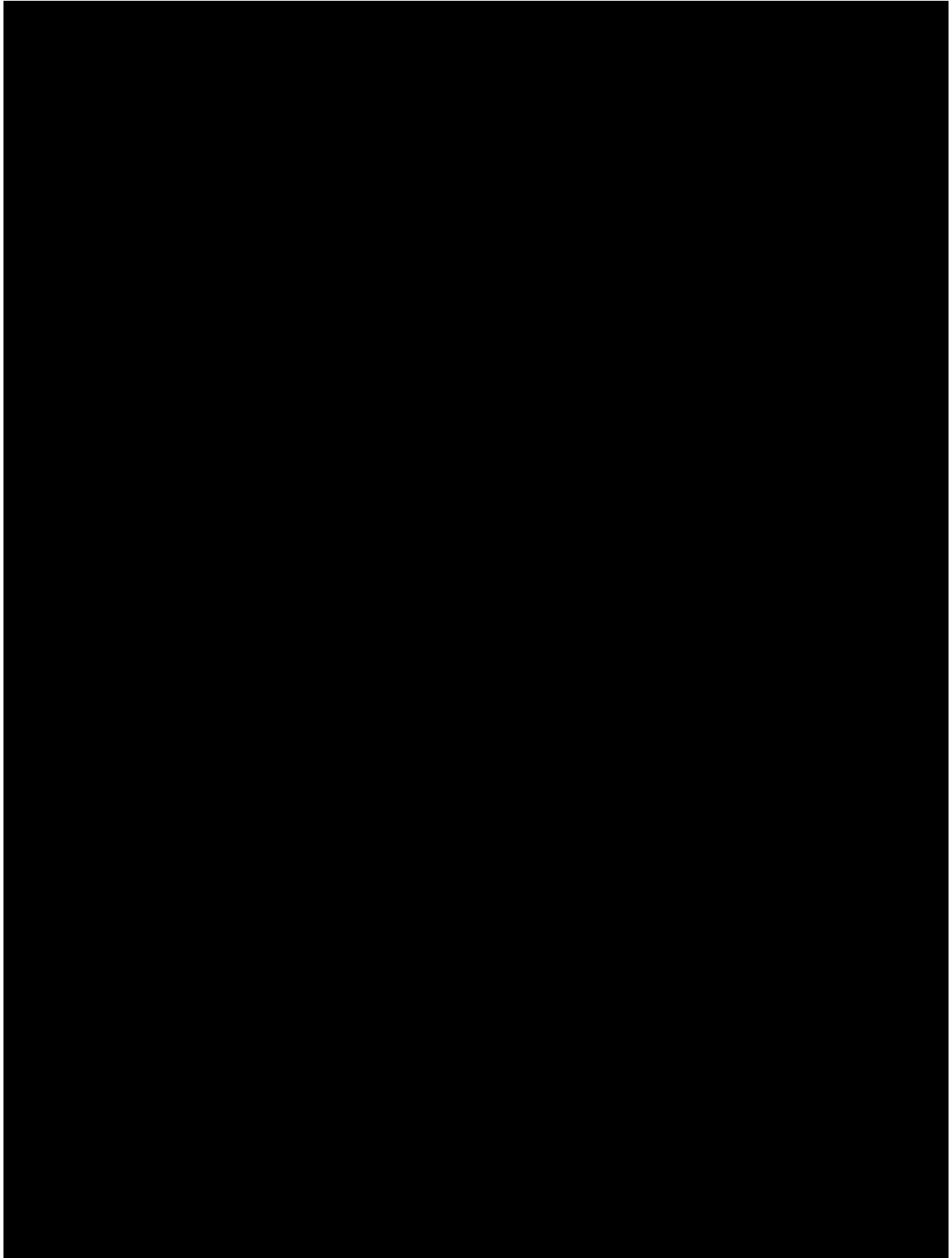


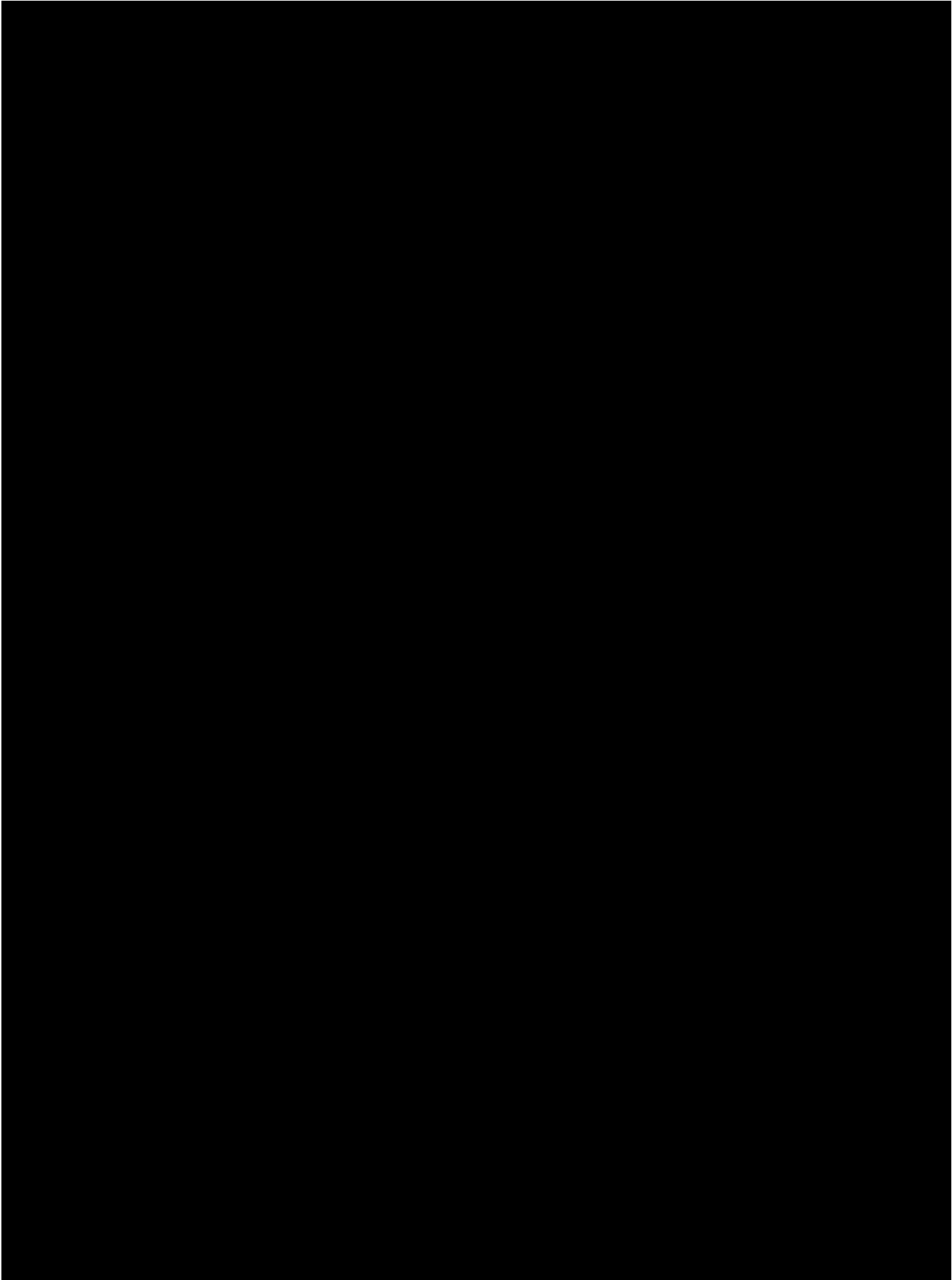


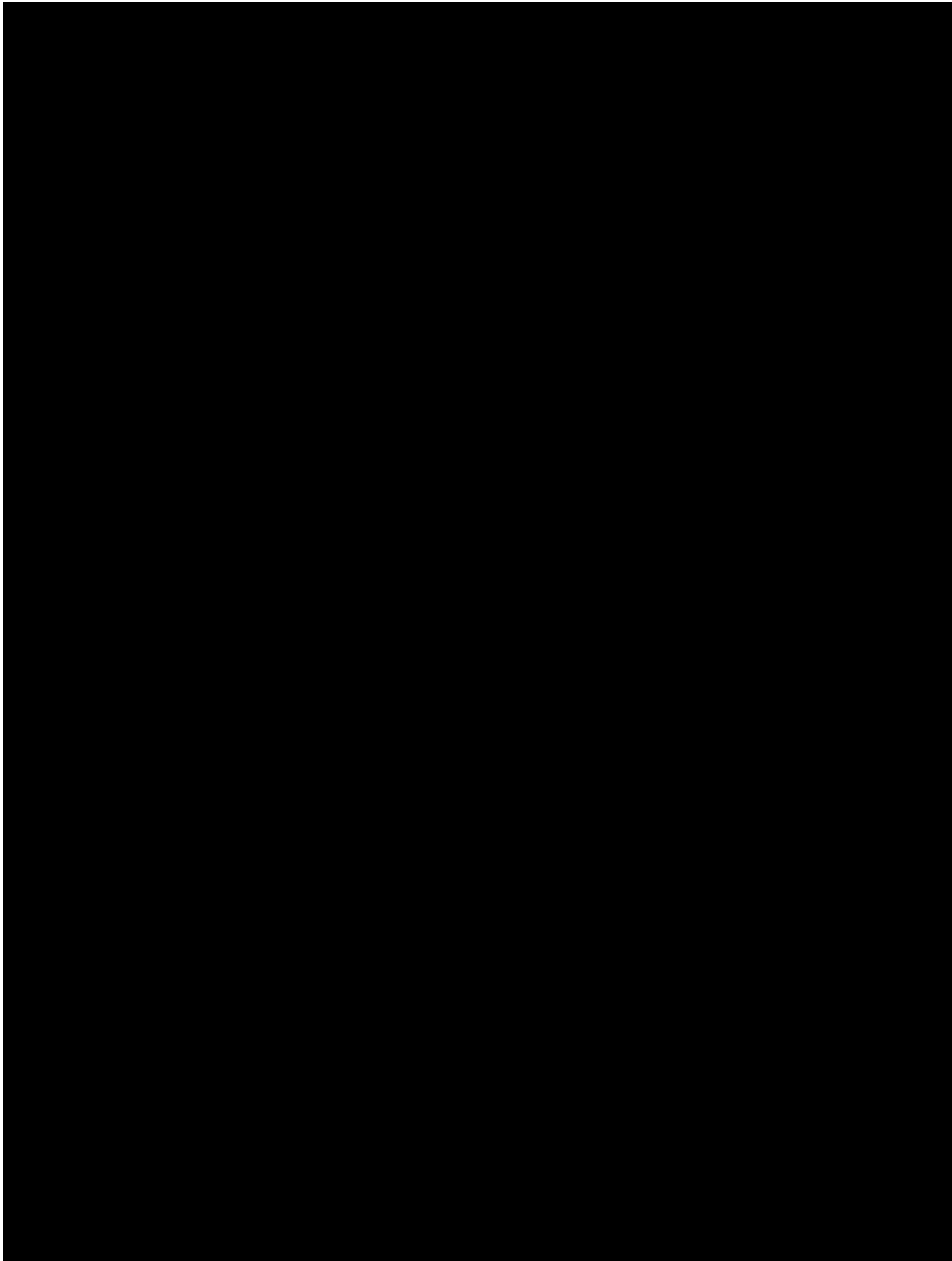


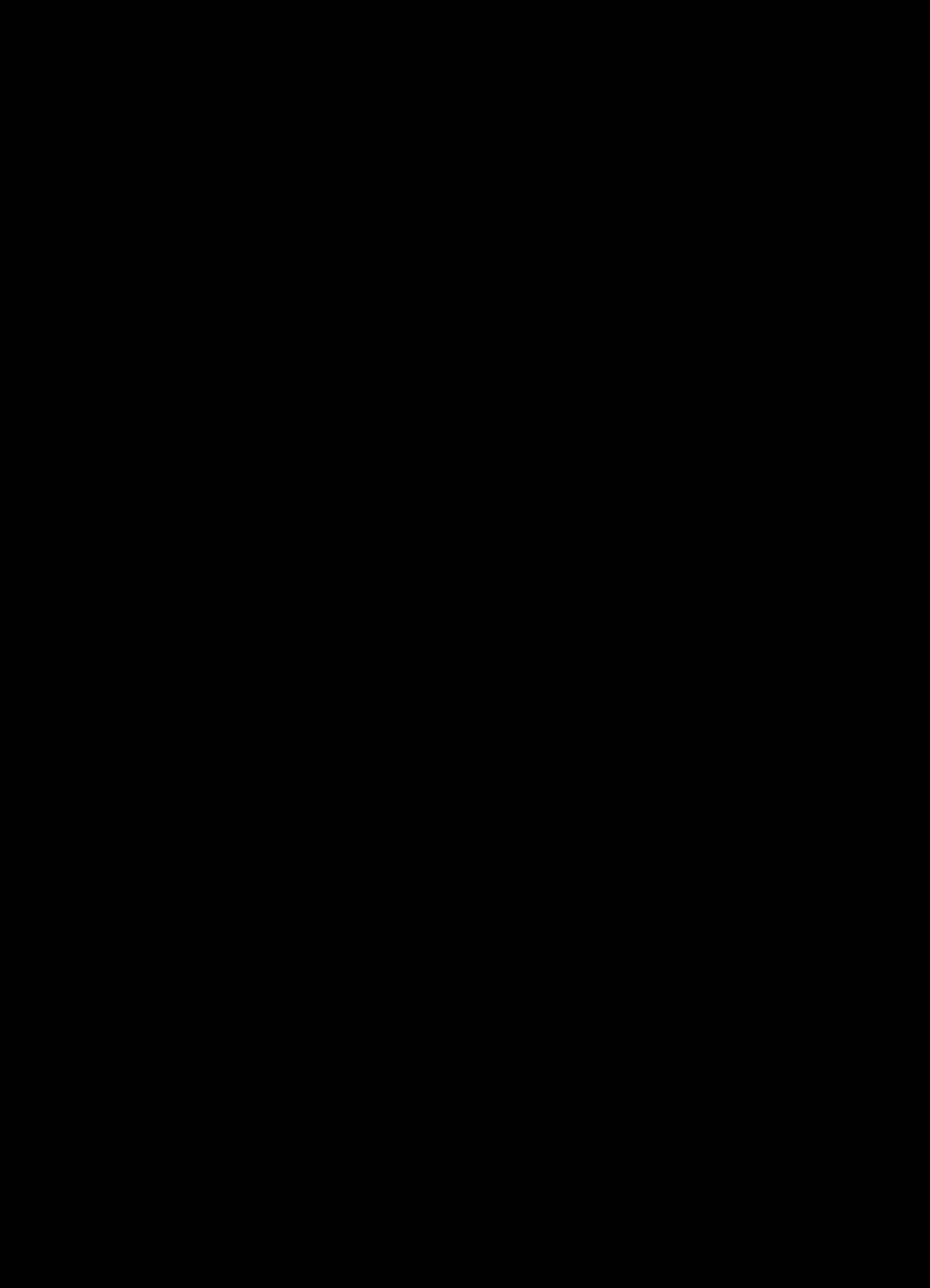


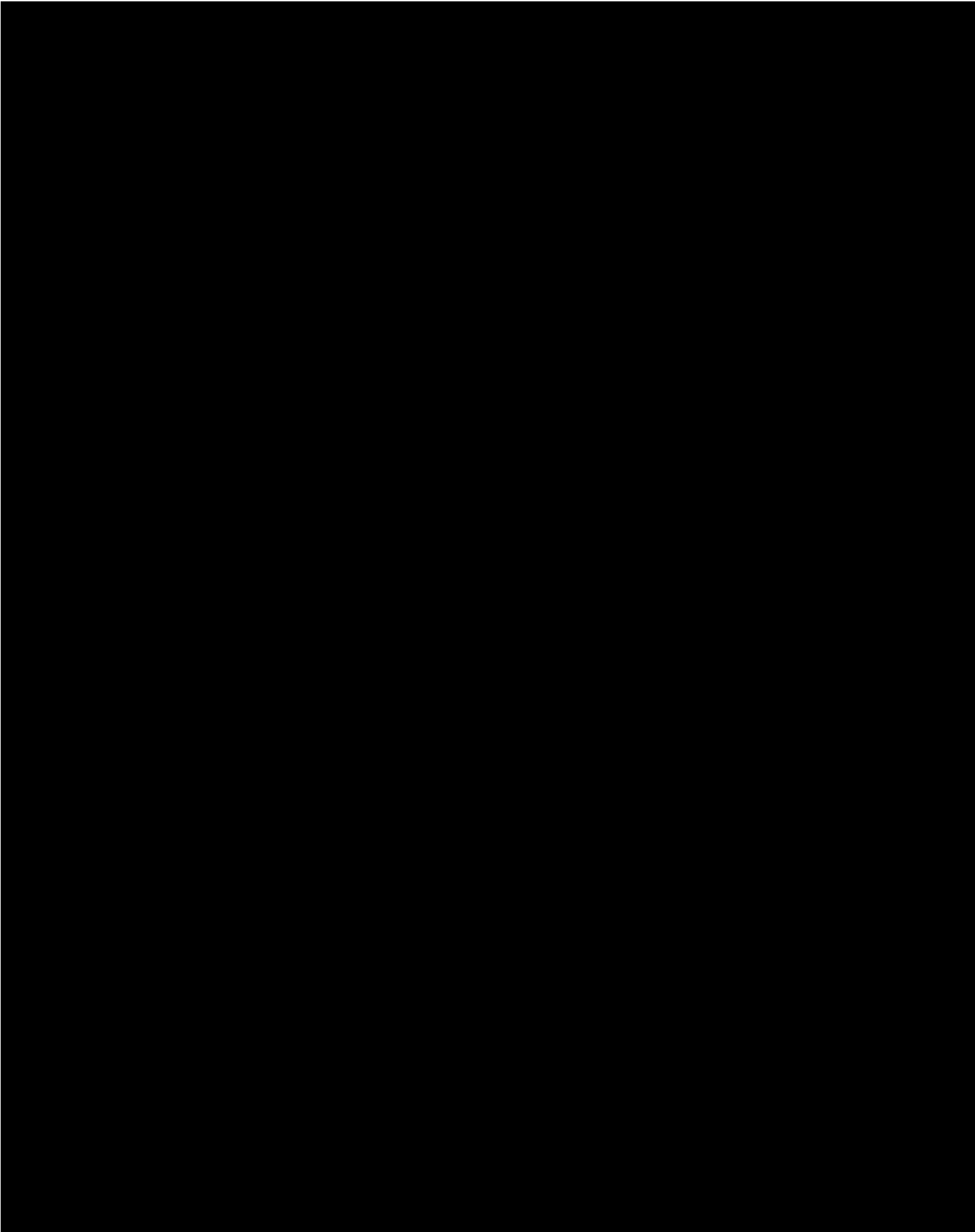


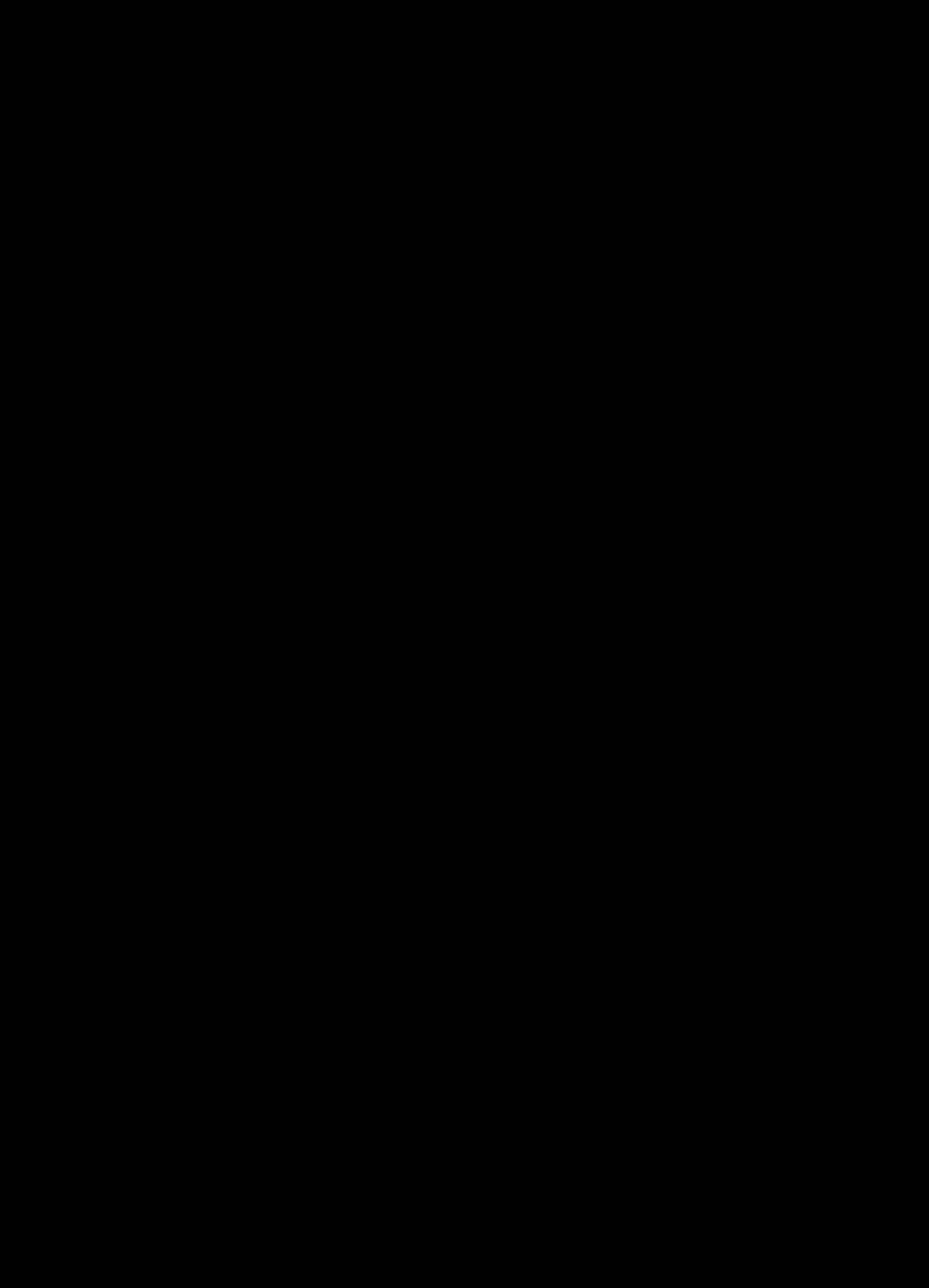




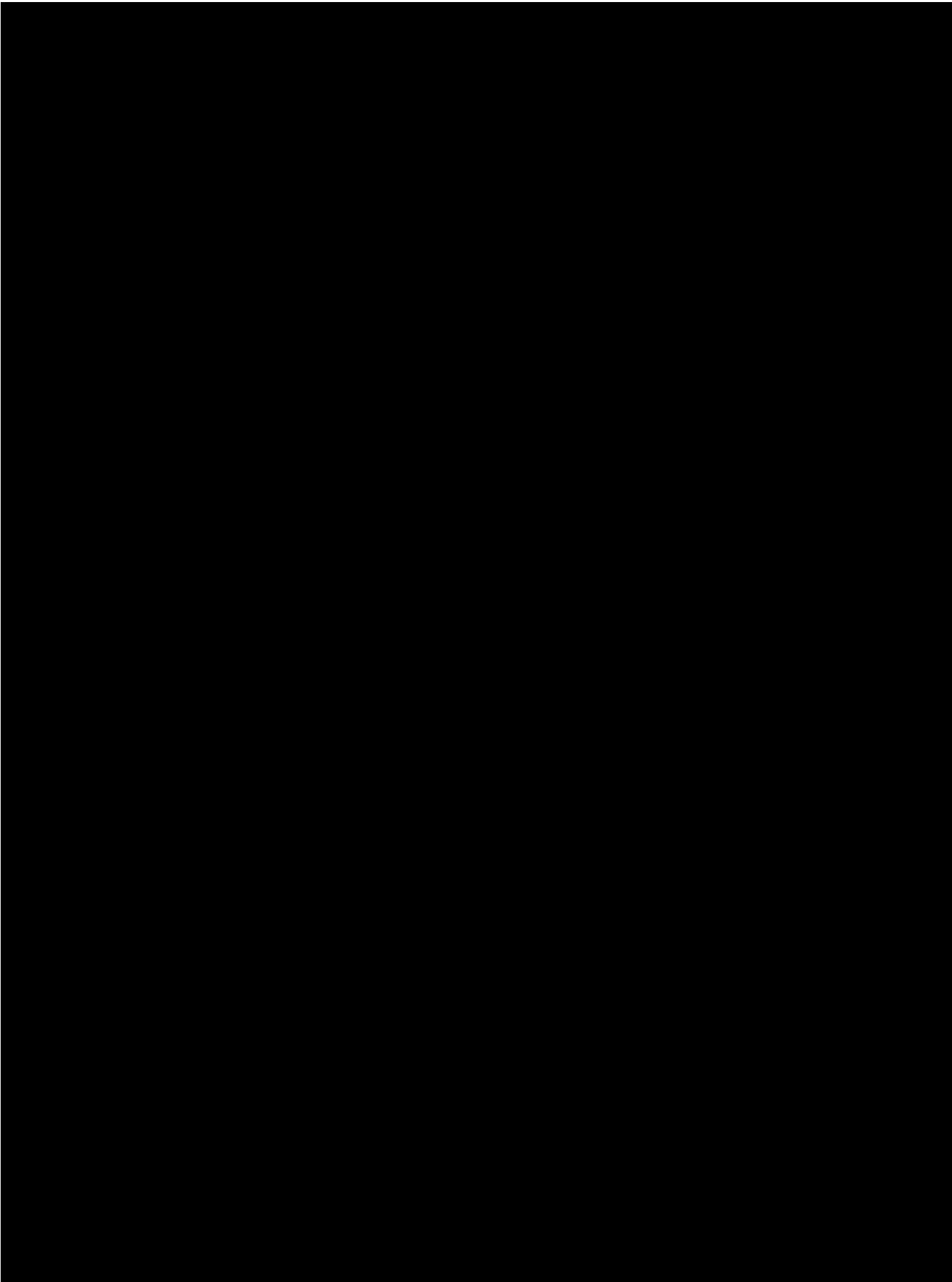


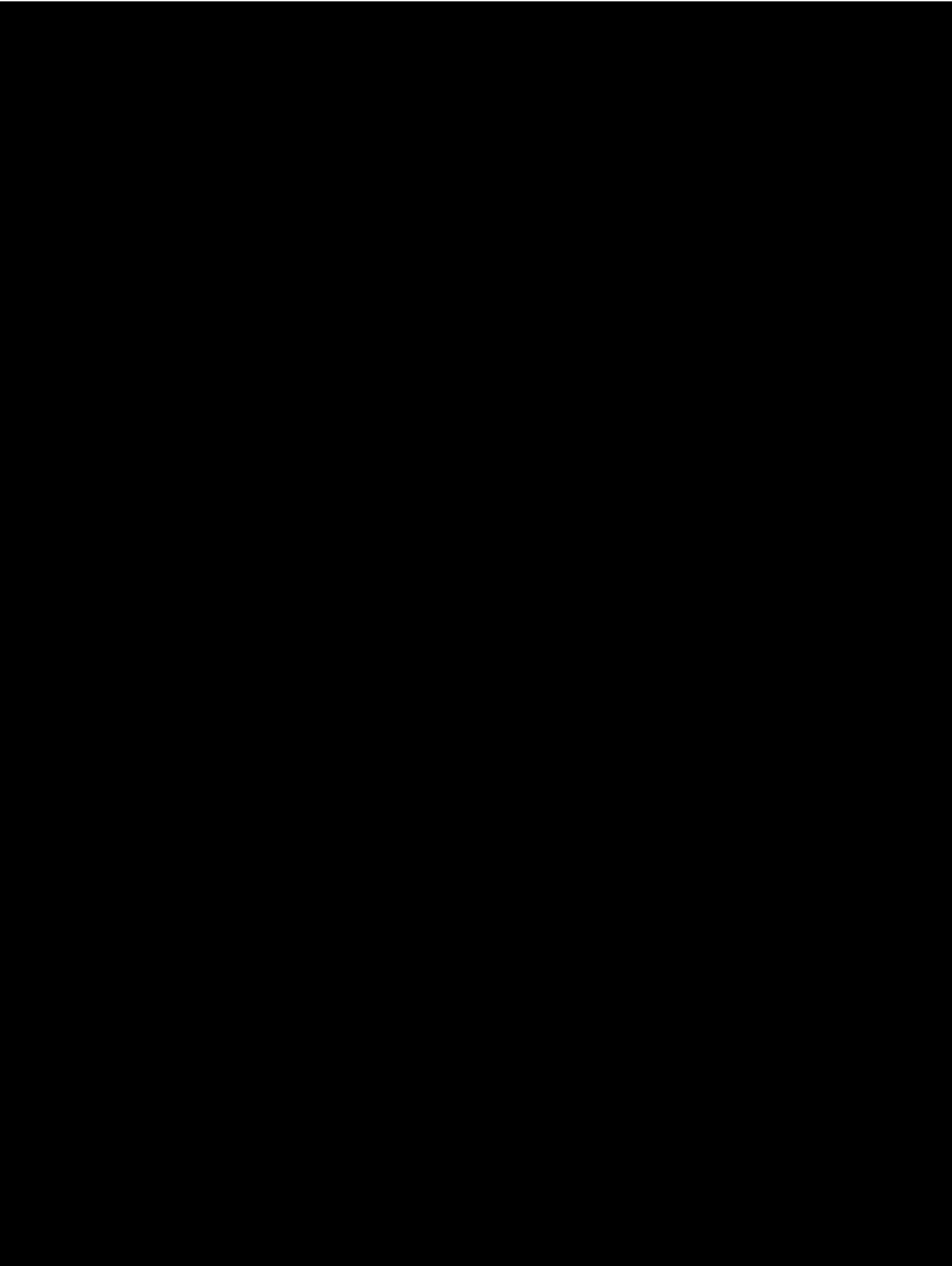


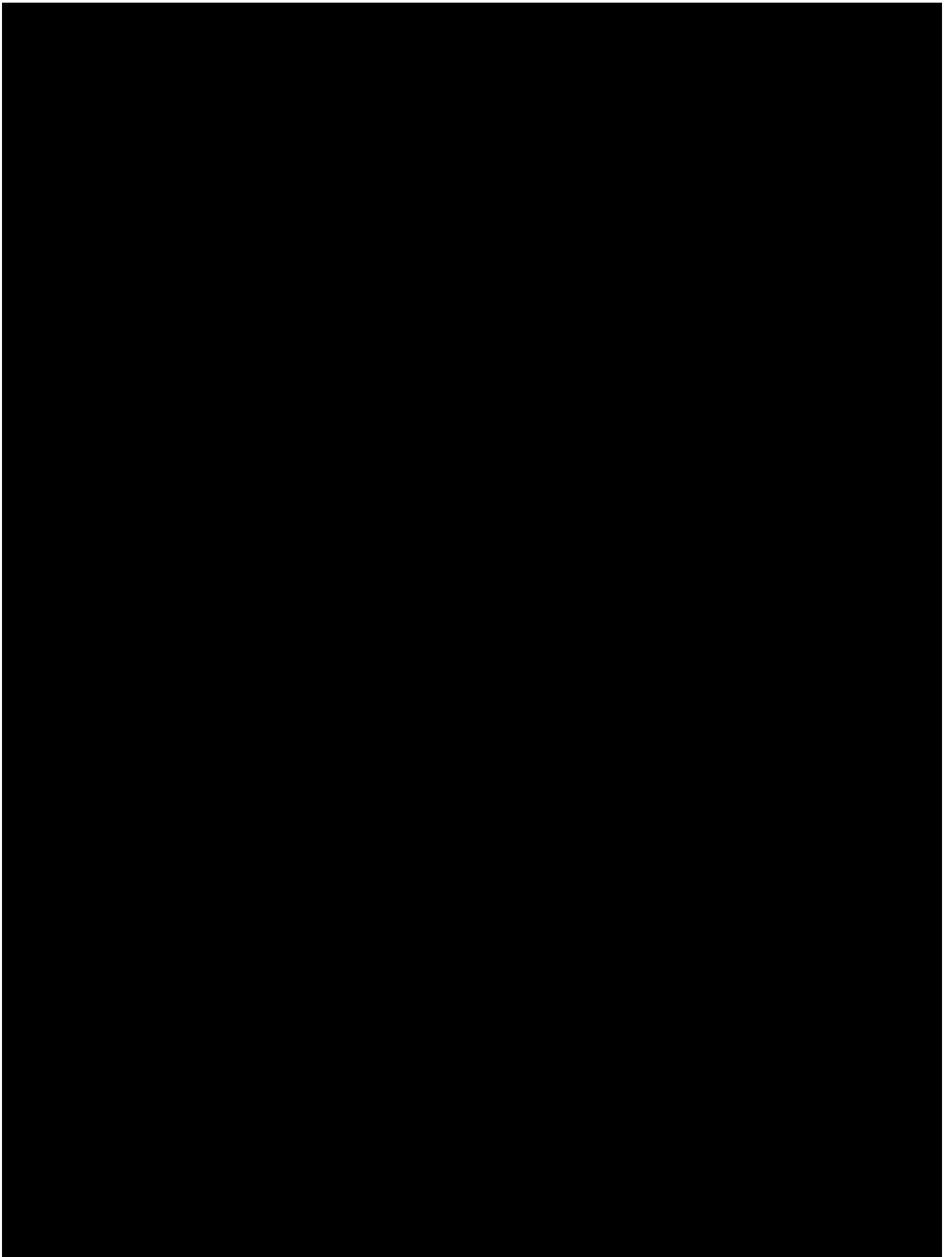


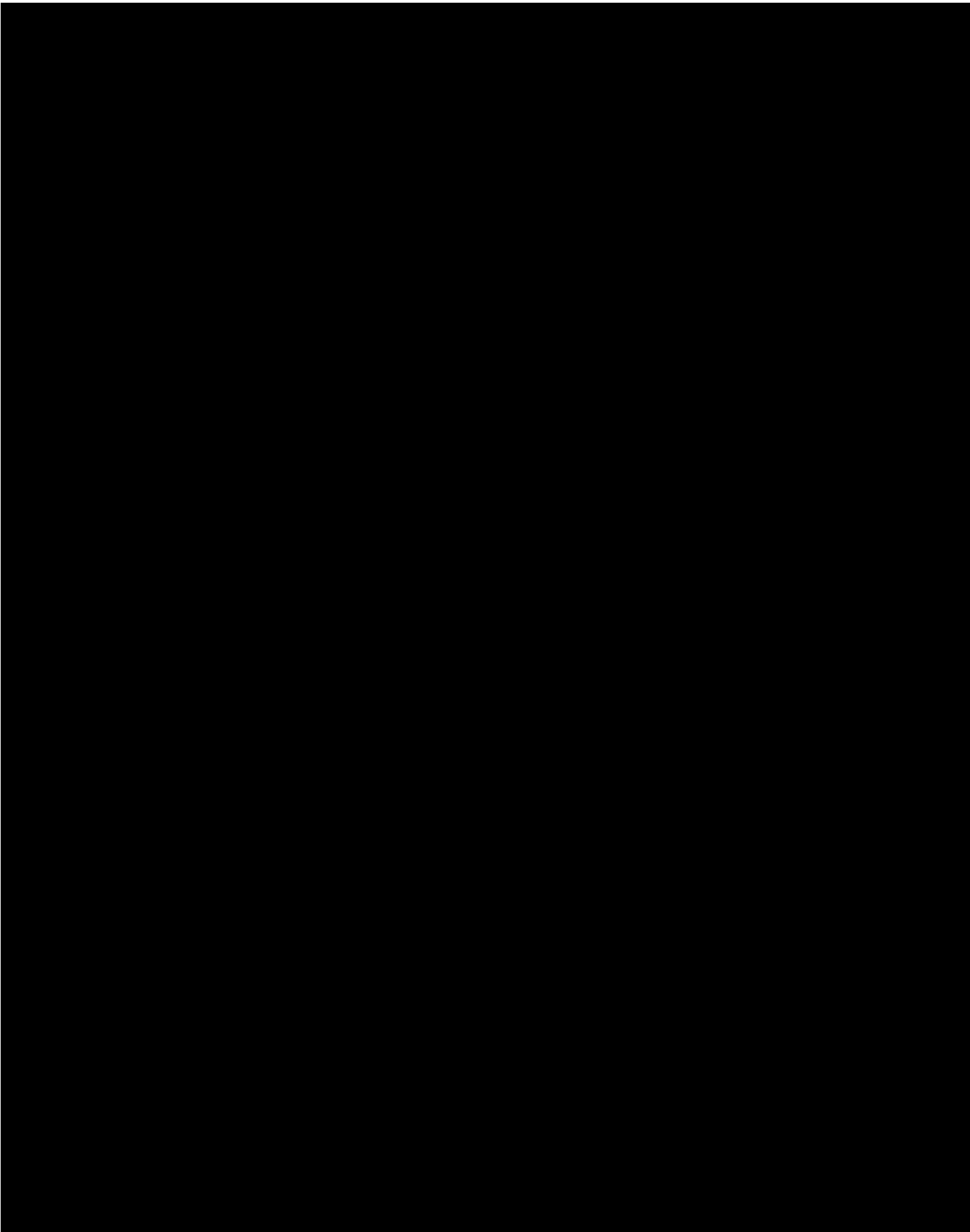


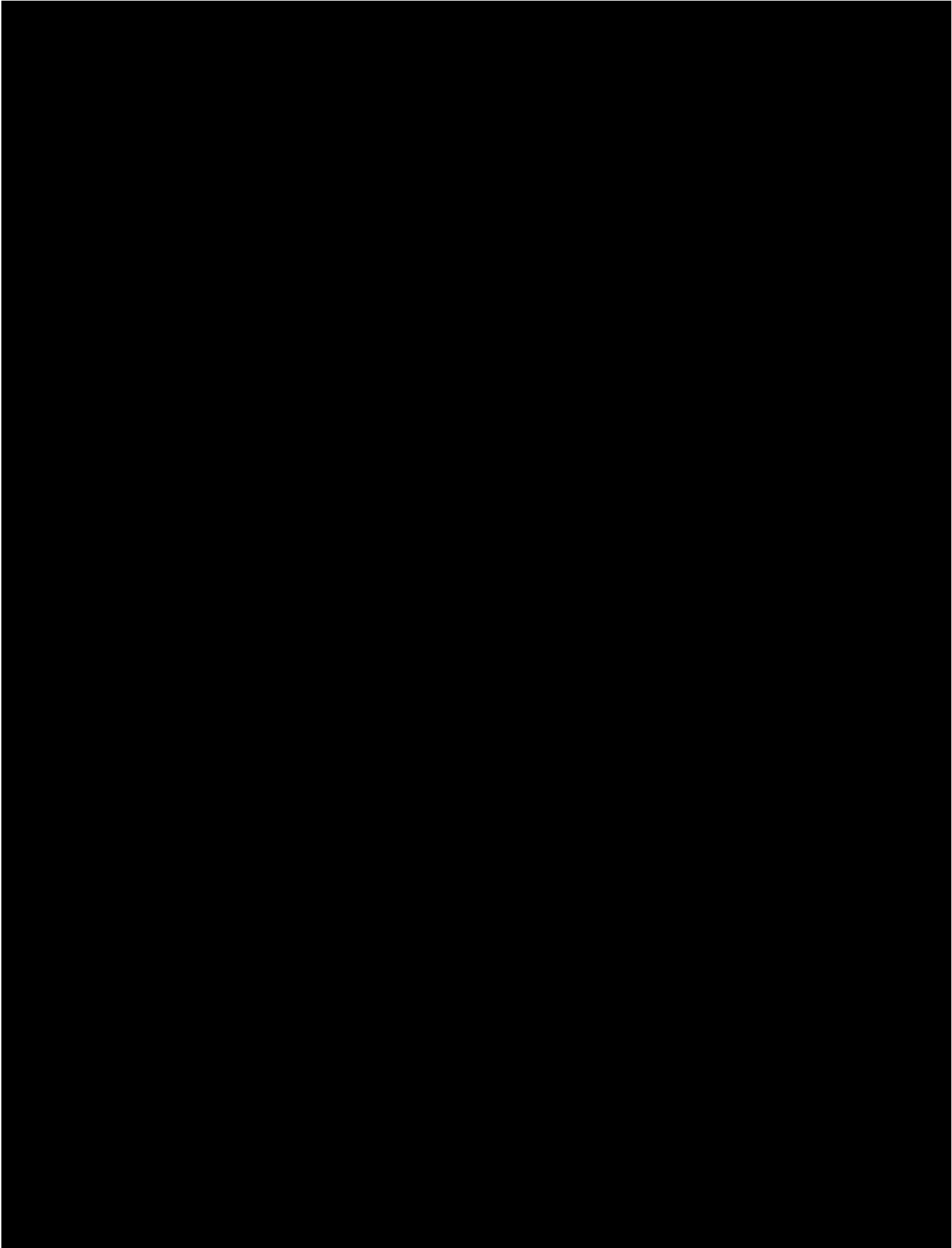




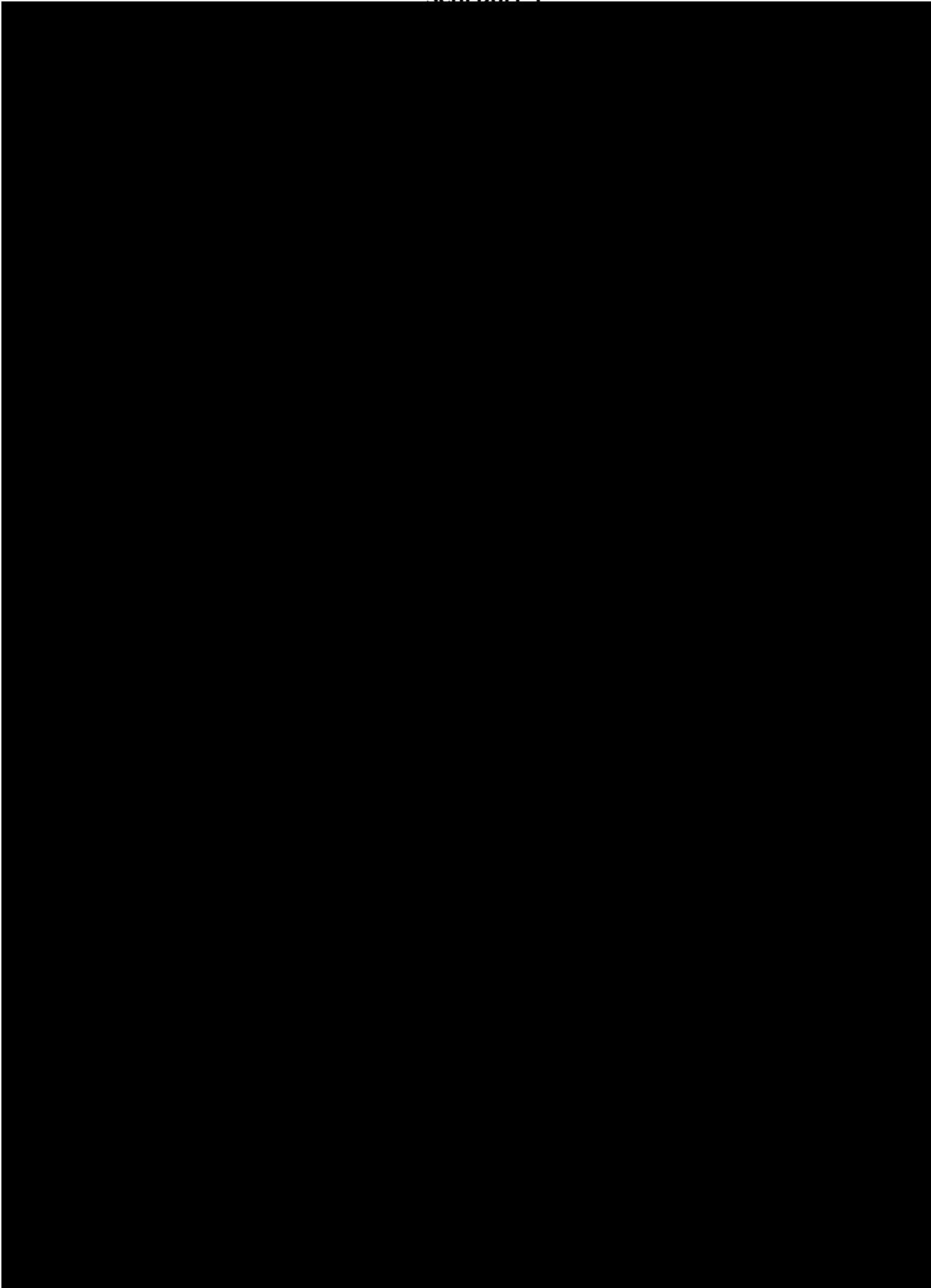


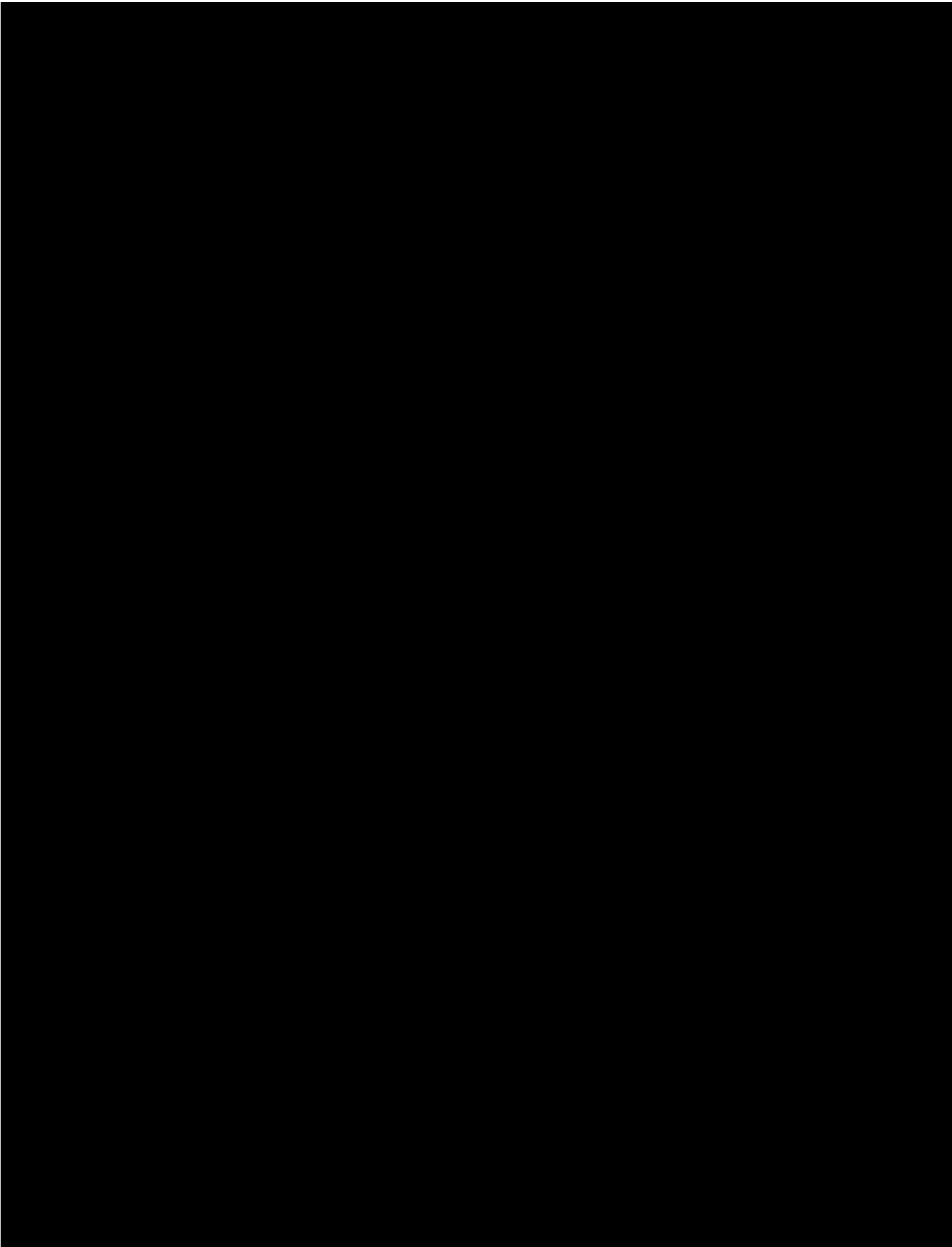


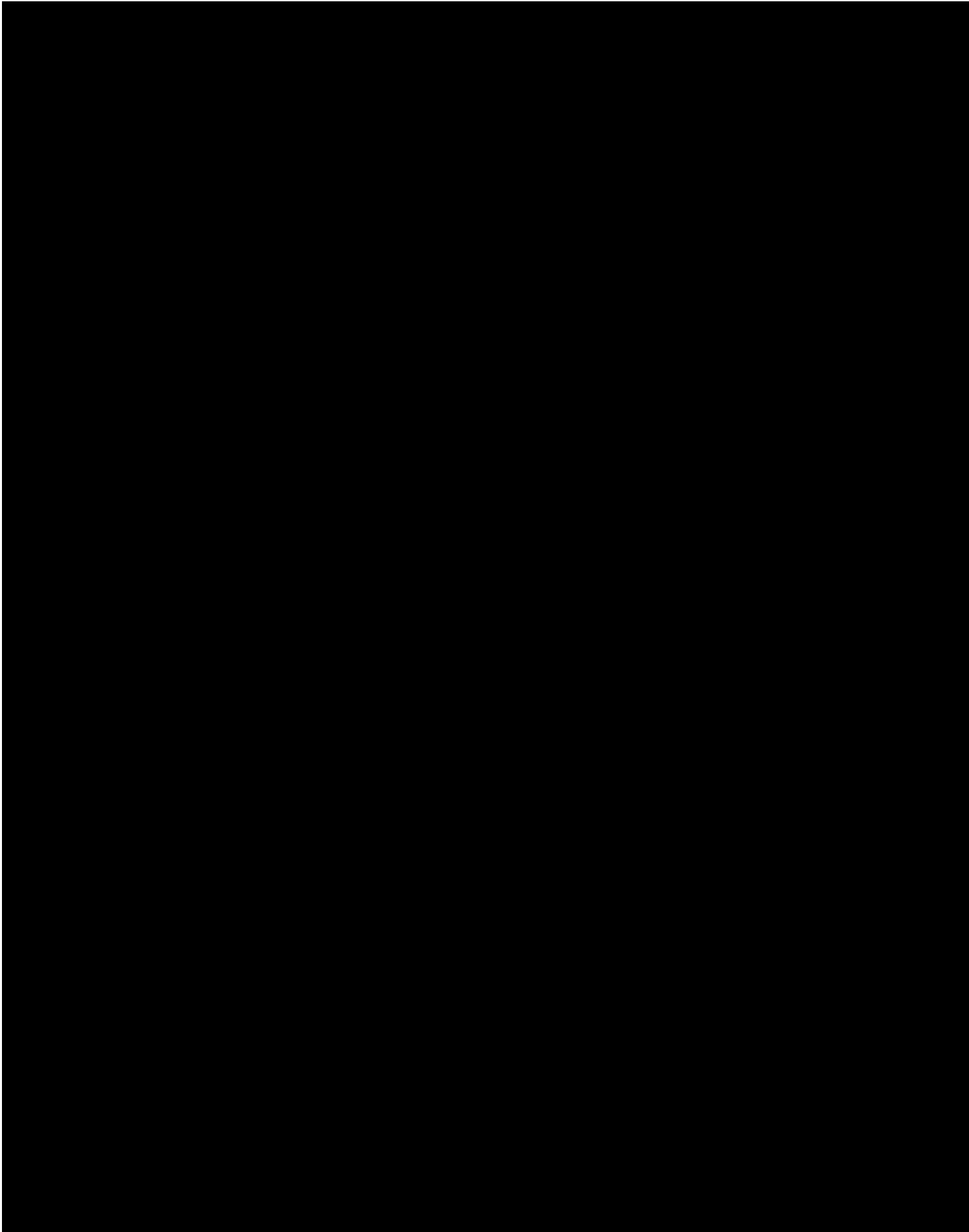




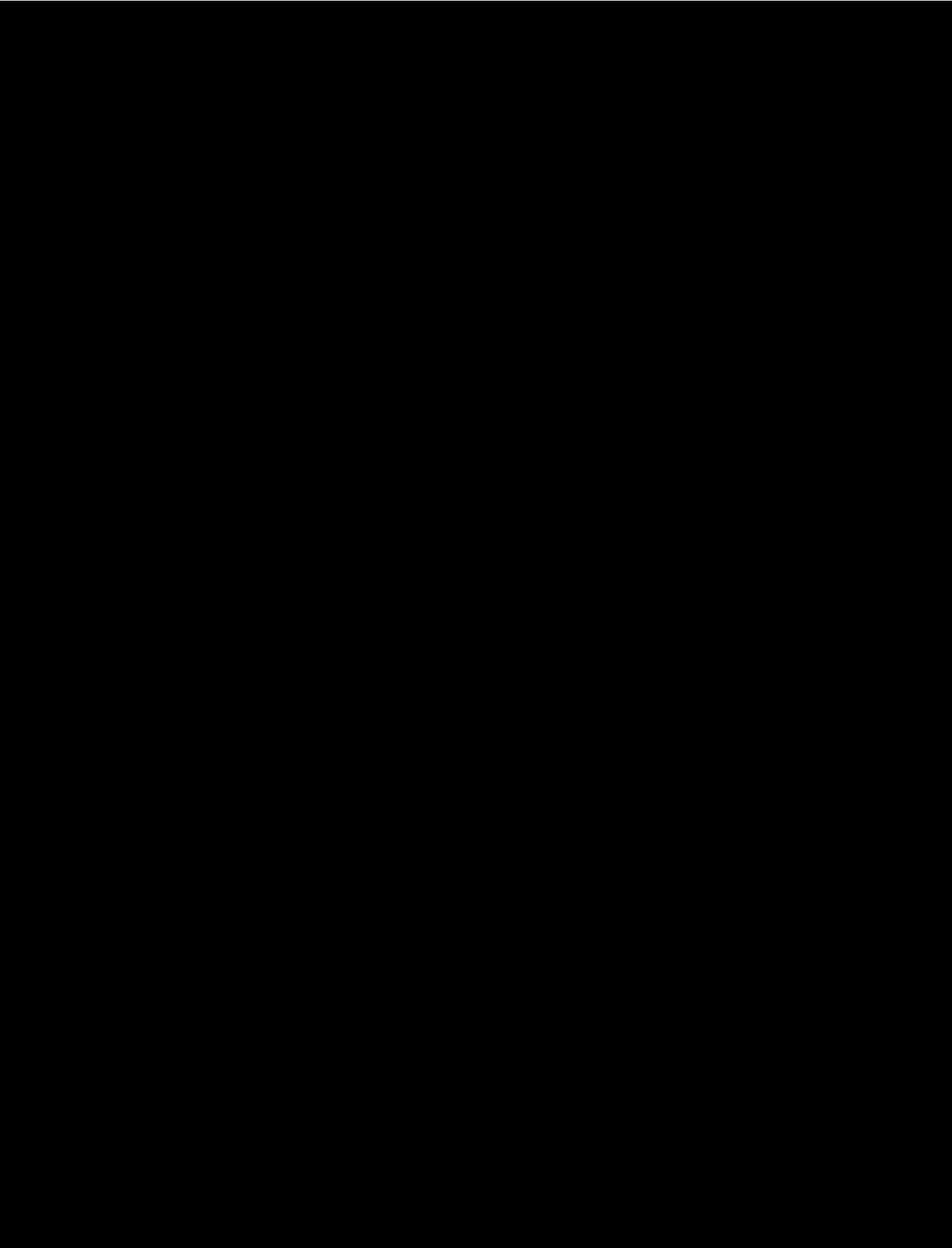
SCHEDULE 1







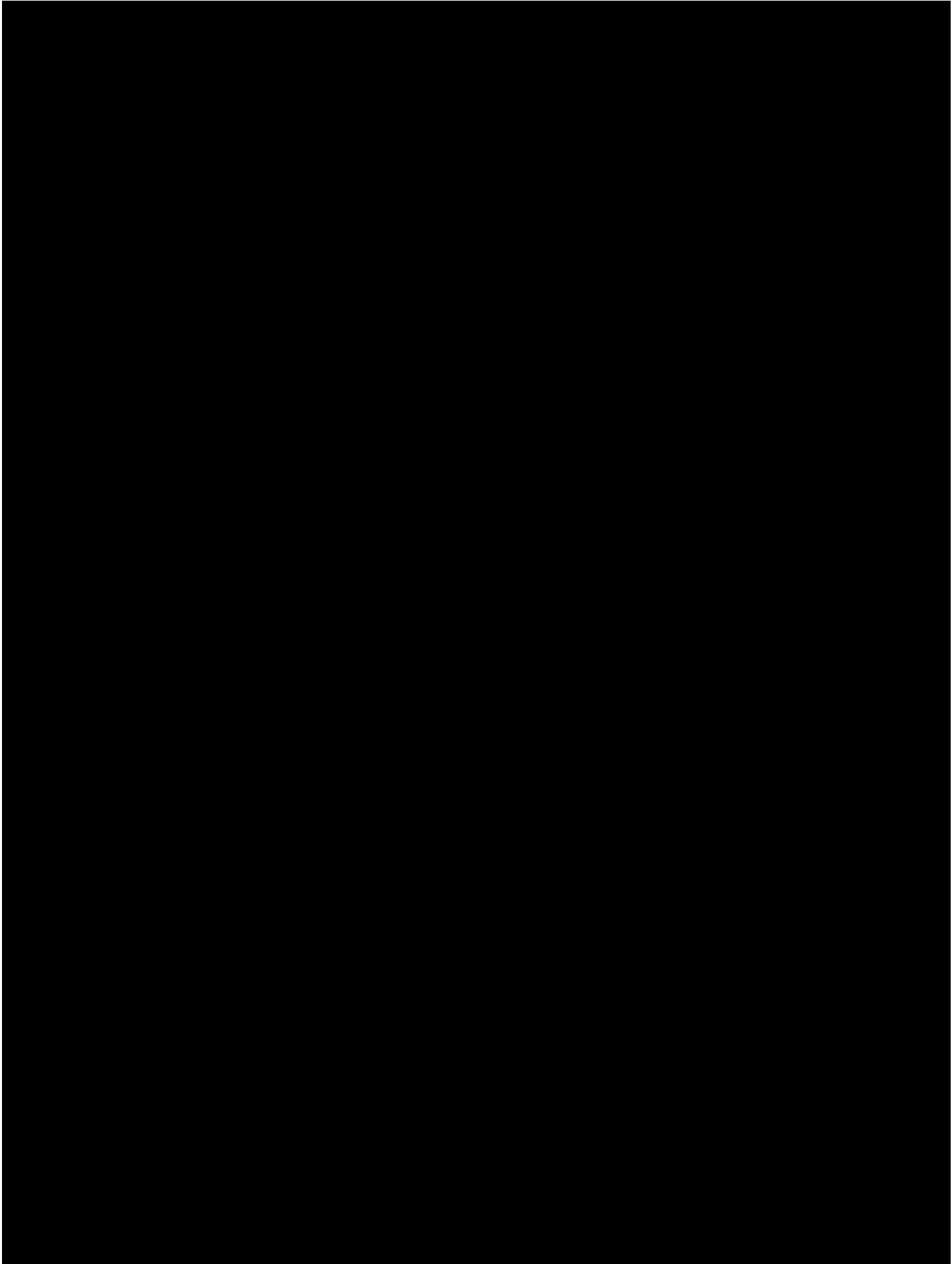


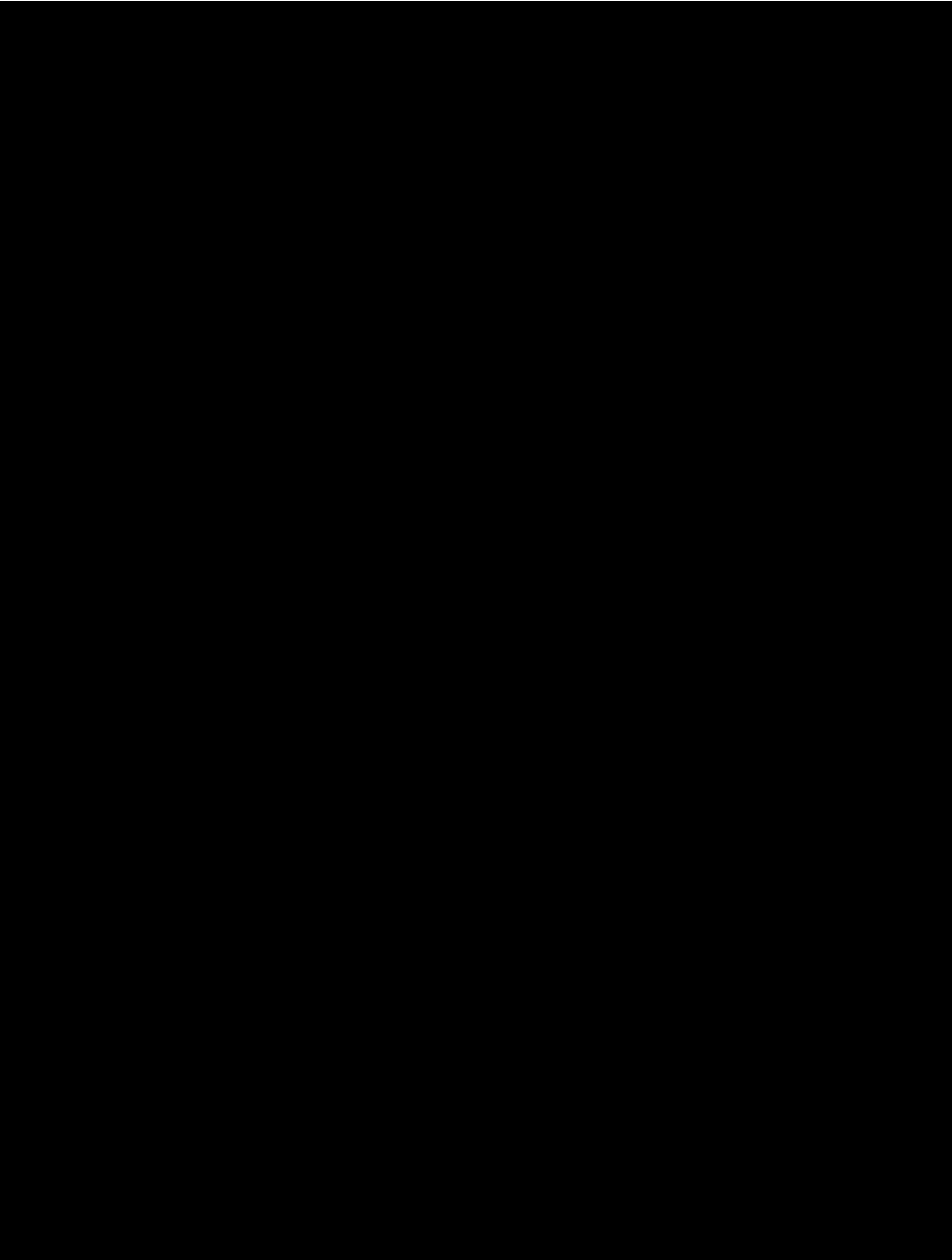


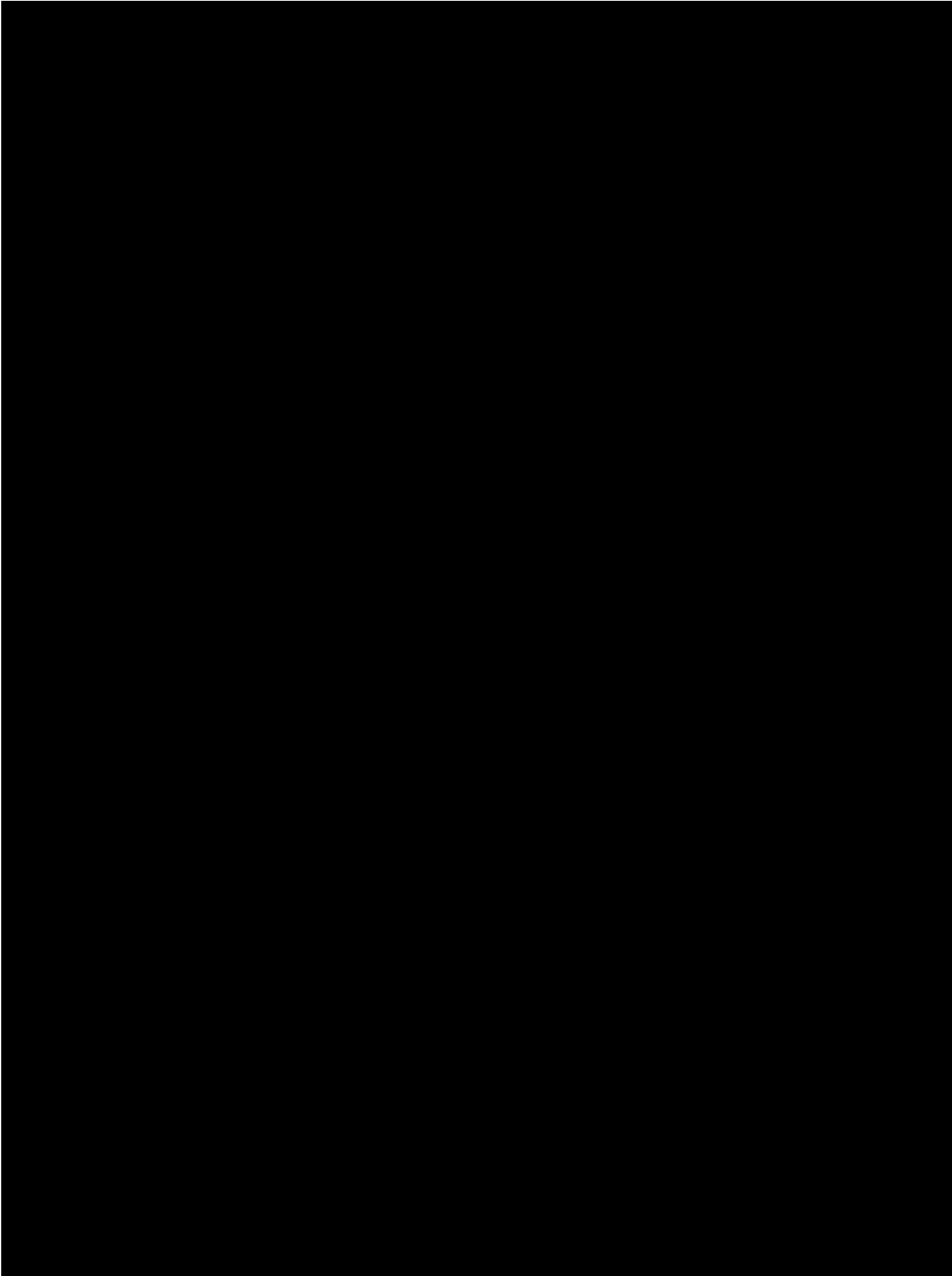
### **SCHEDULE 3**

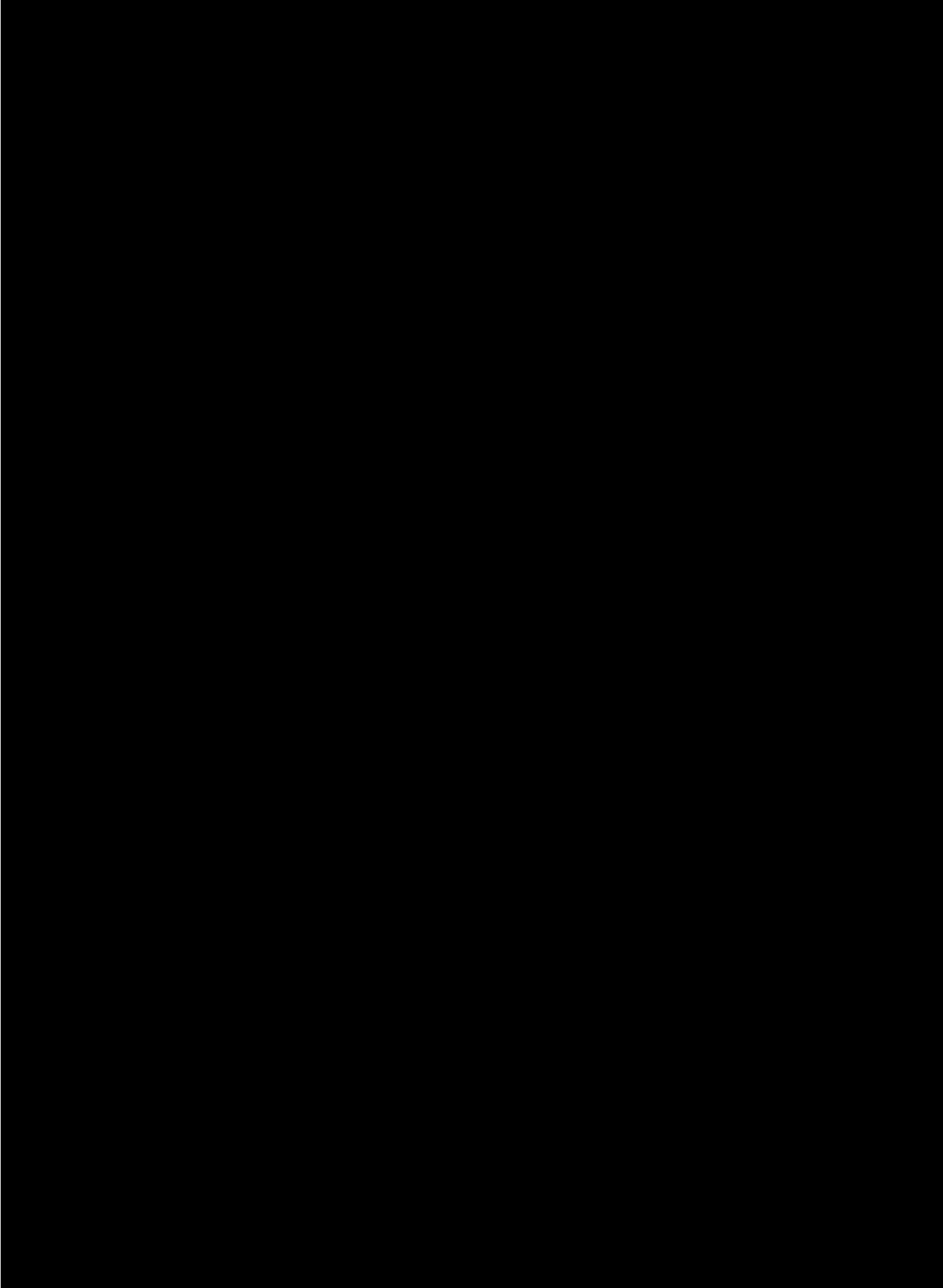
#### **Amendments to Schedule A4 (Part 3) of the Base SDD**

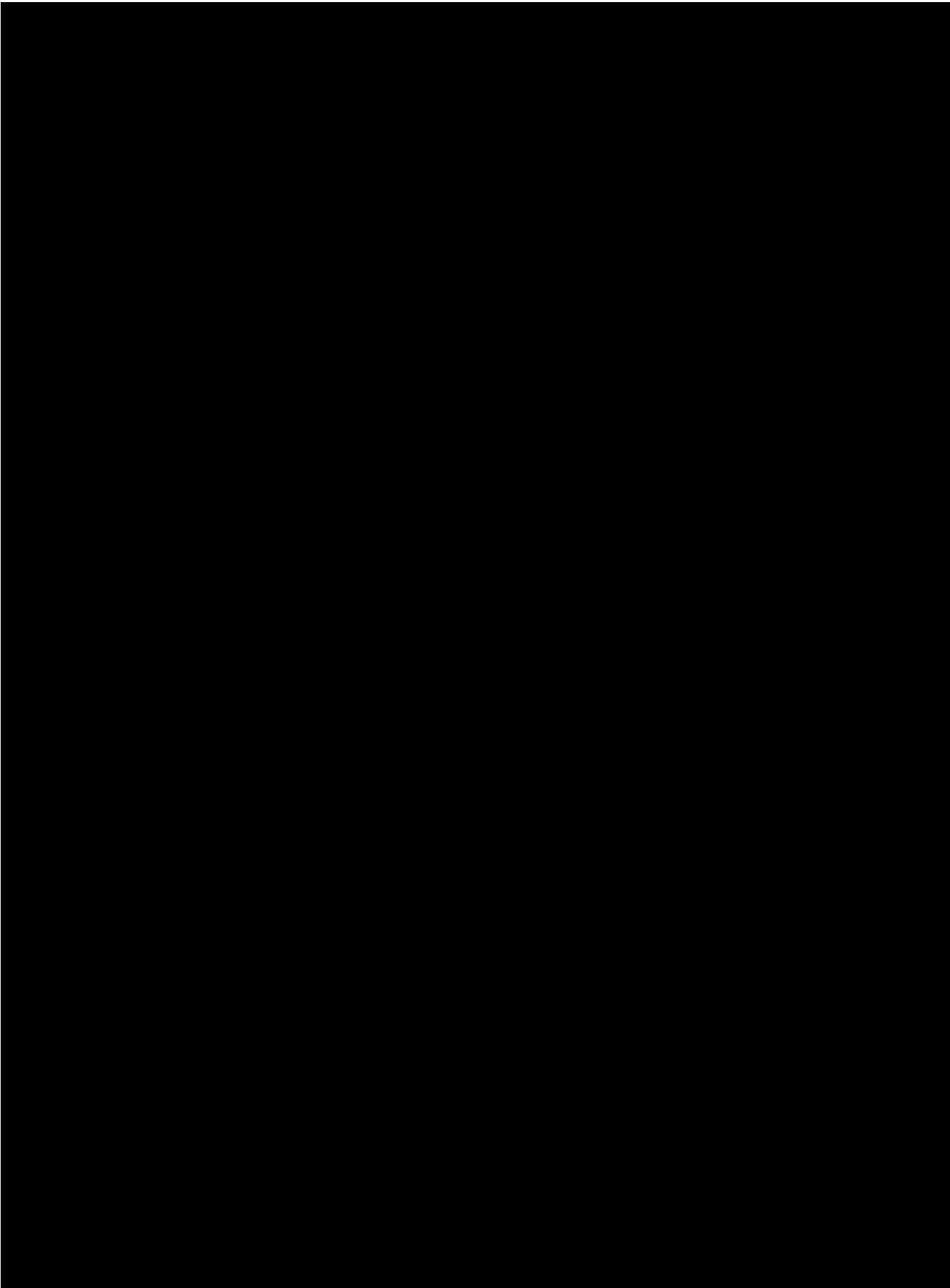
With effect on and from the Effective Date, Schedule A4 (Part 3) of the Base SDD is deleted and replaced with the version **included** in this Schedule 3, with the amendments to the version included in the Base SDD shown in mark-up.

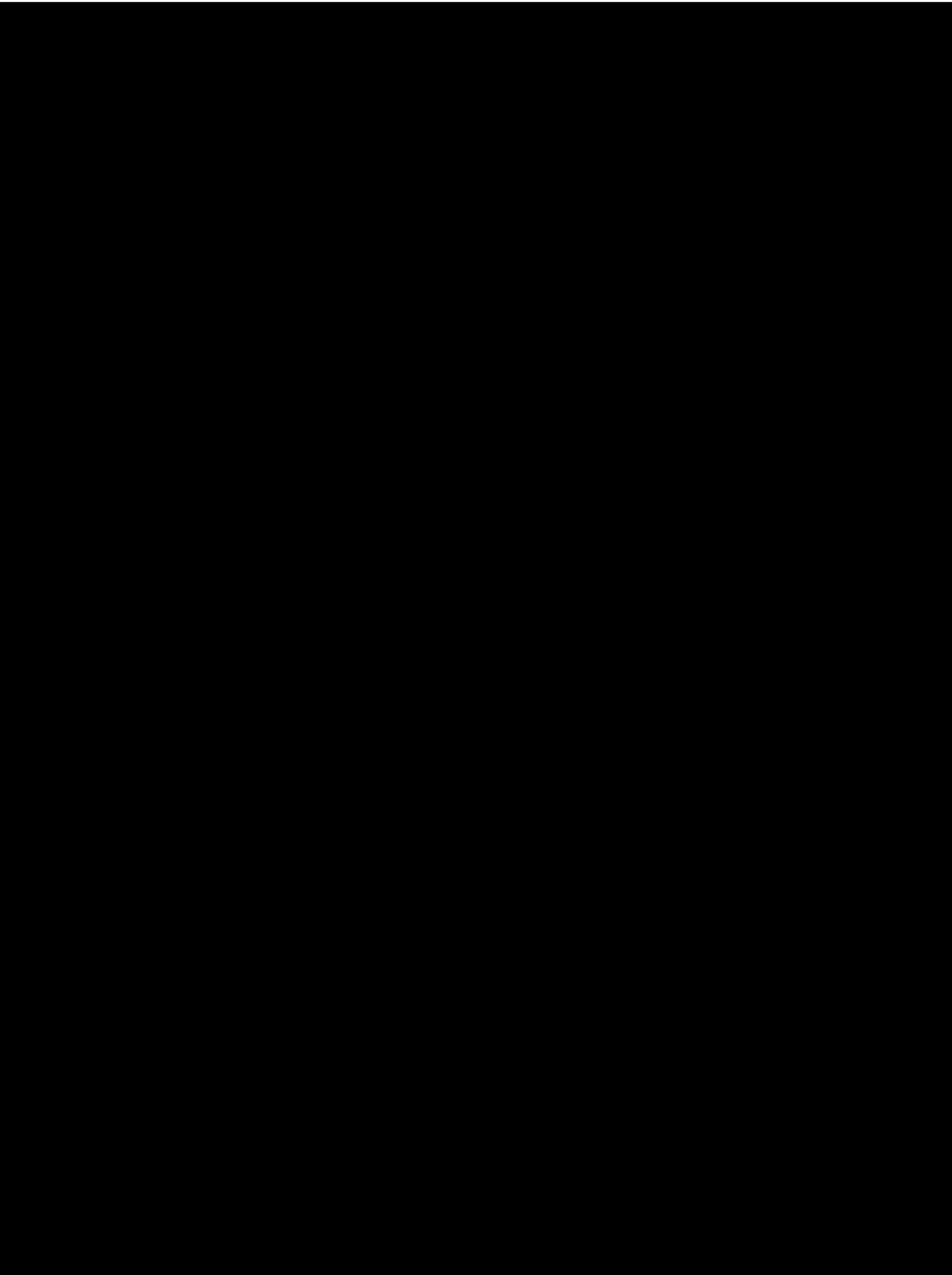




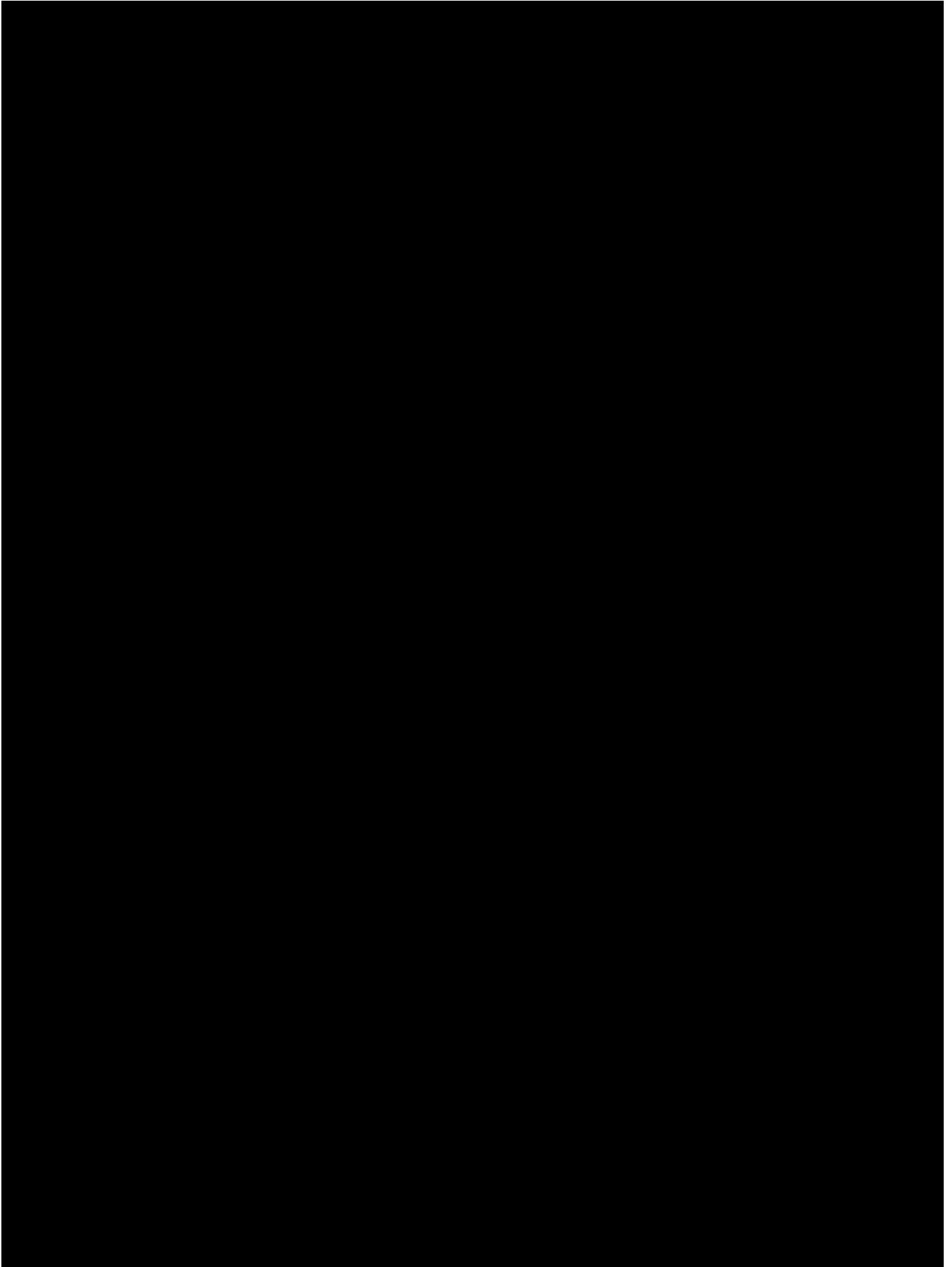


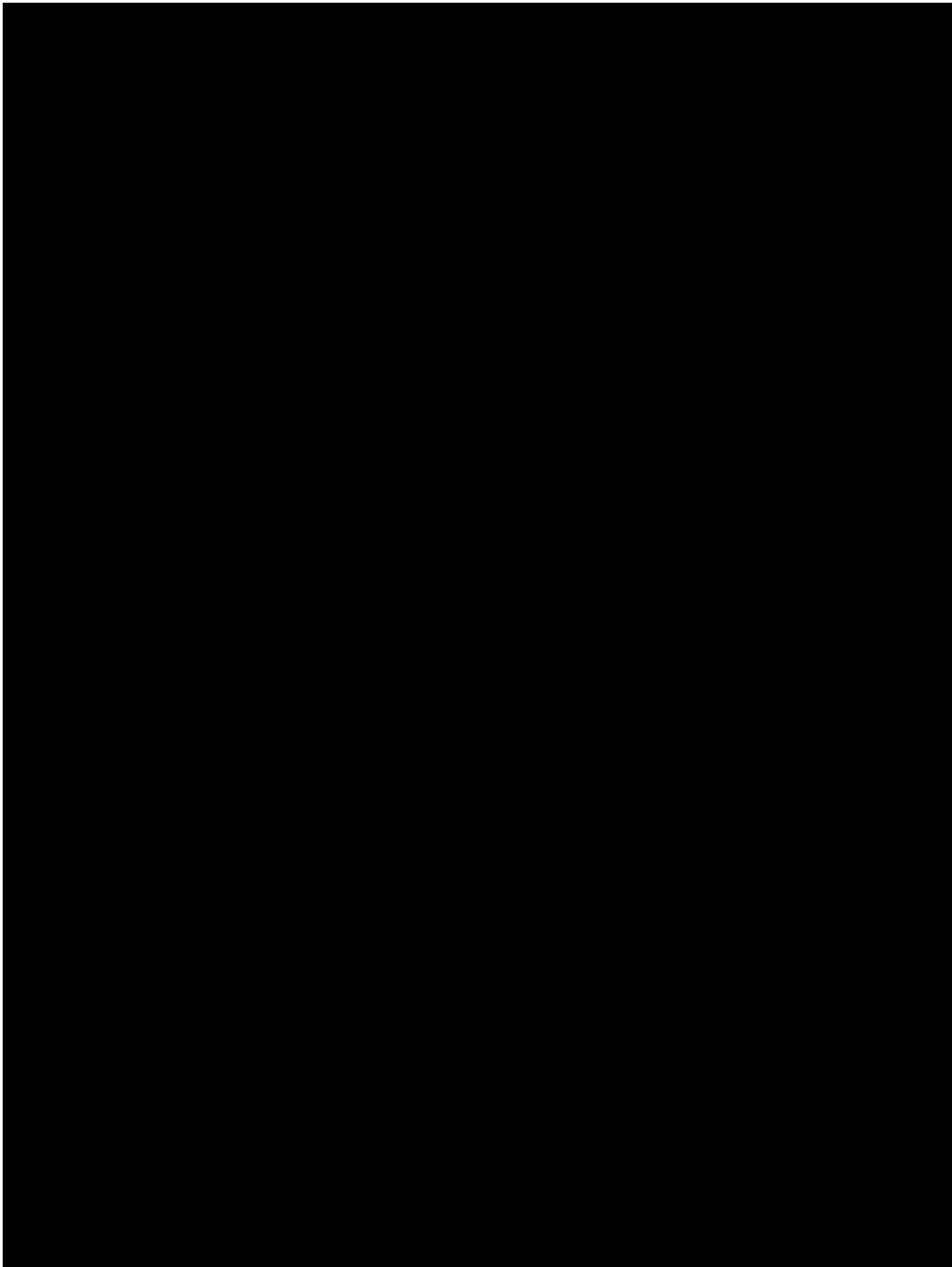


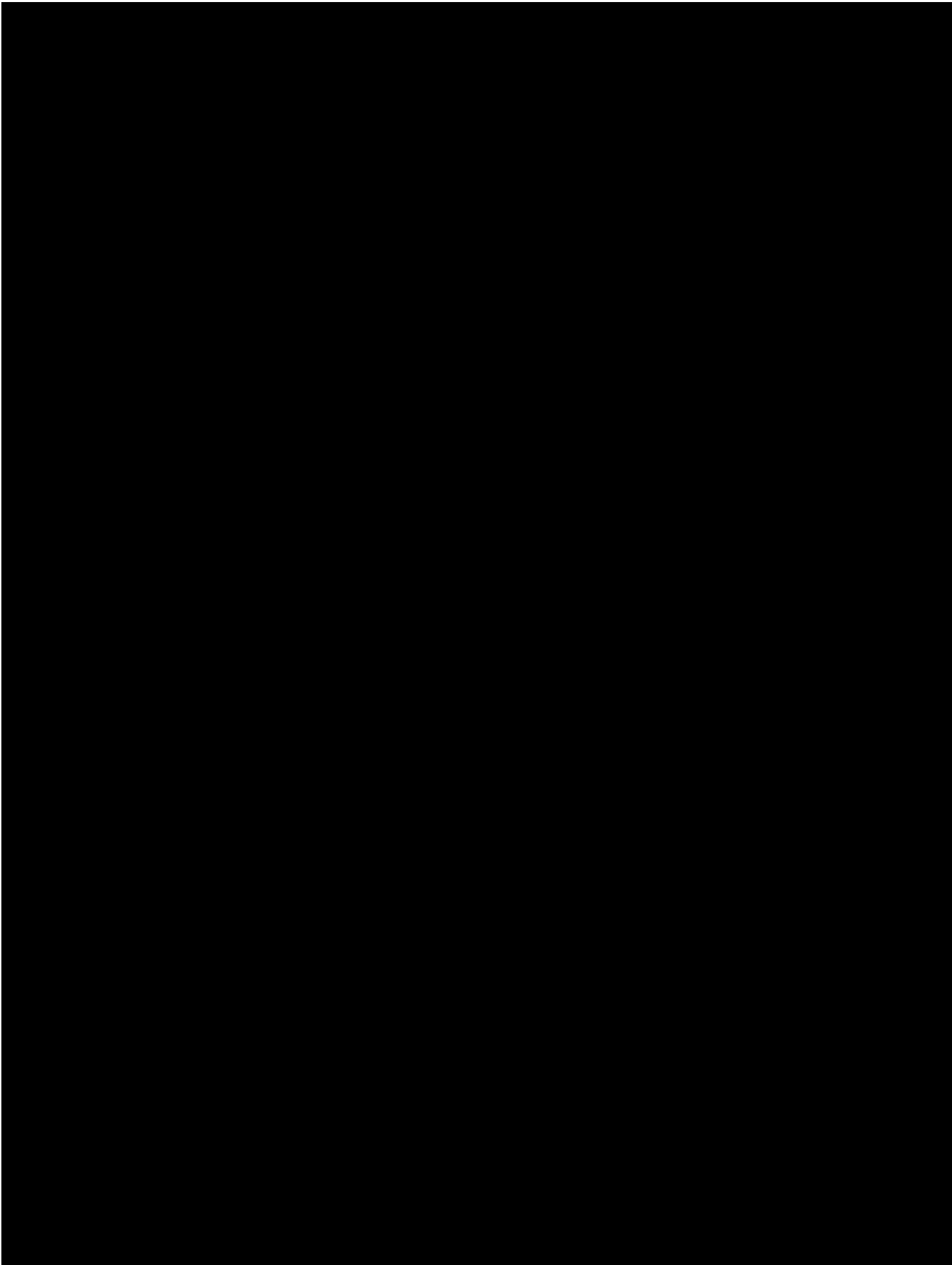


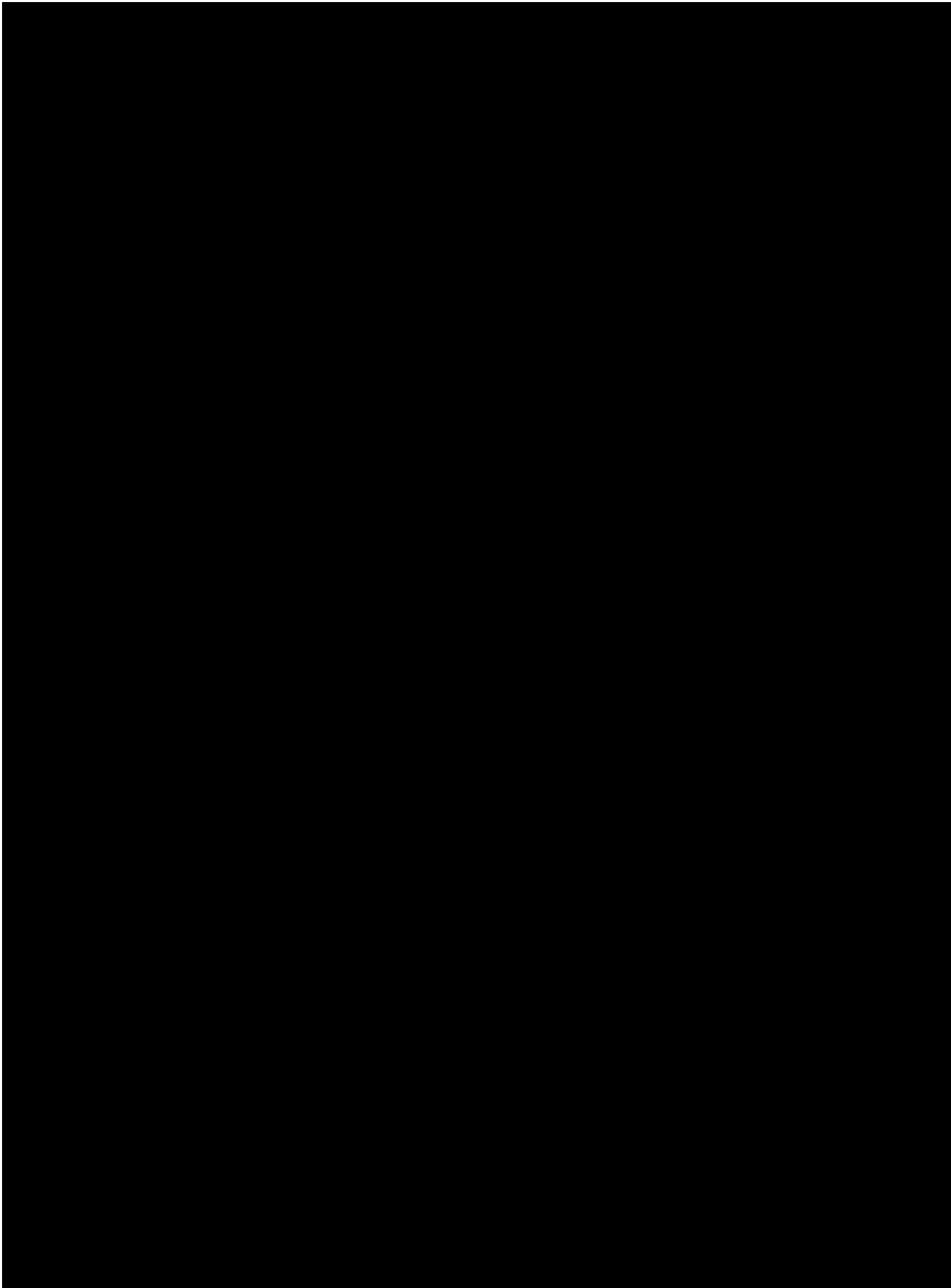


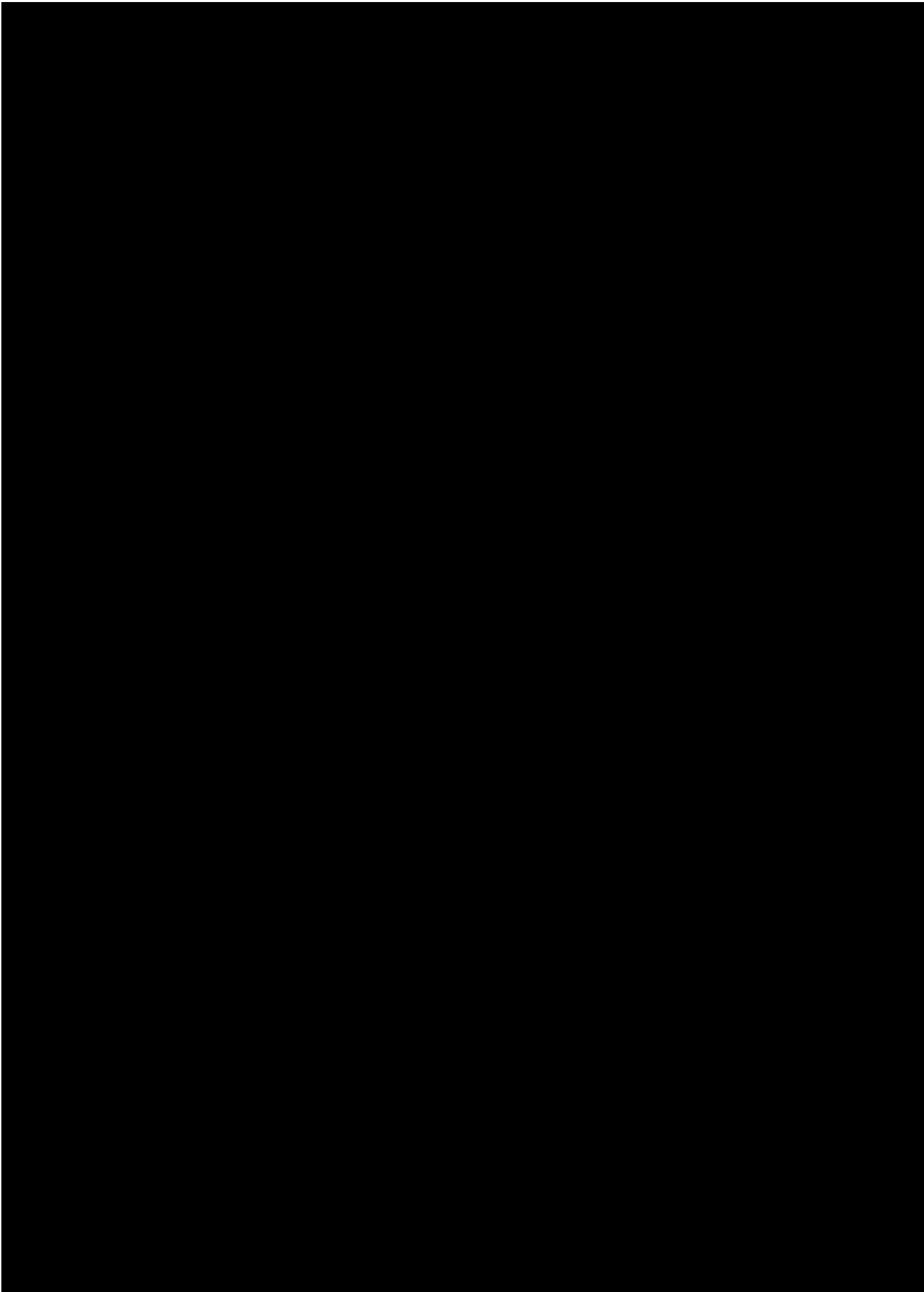


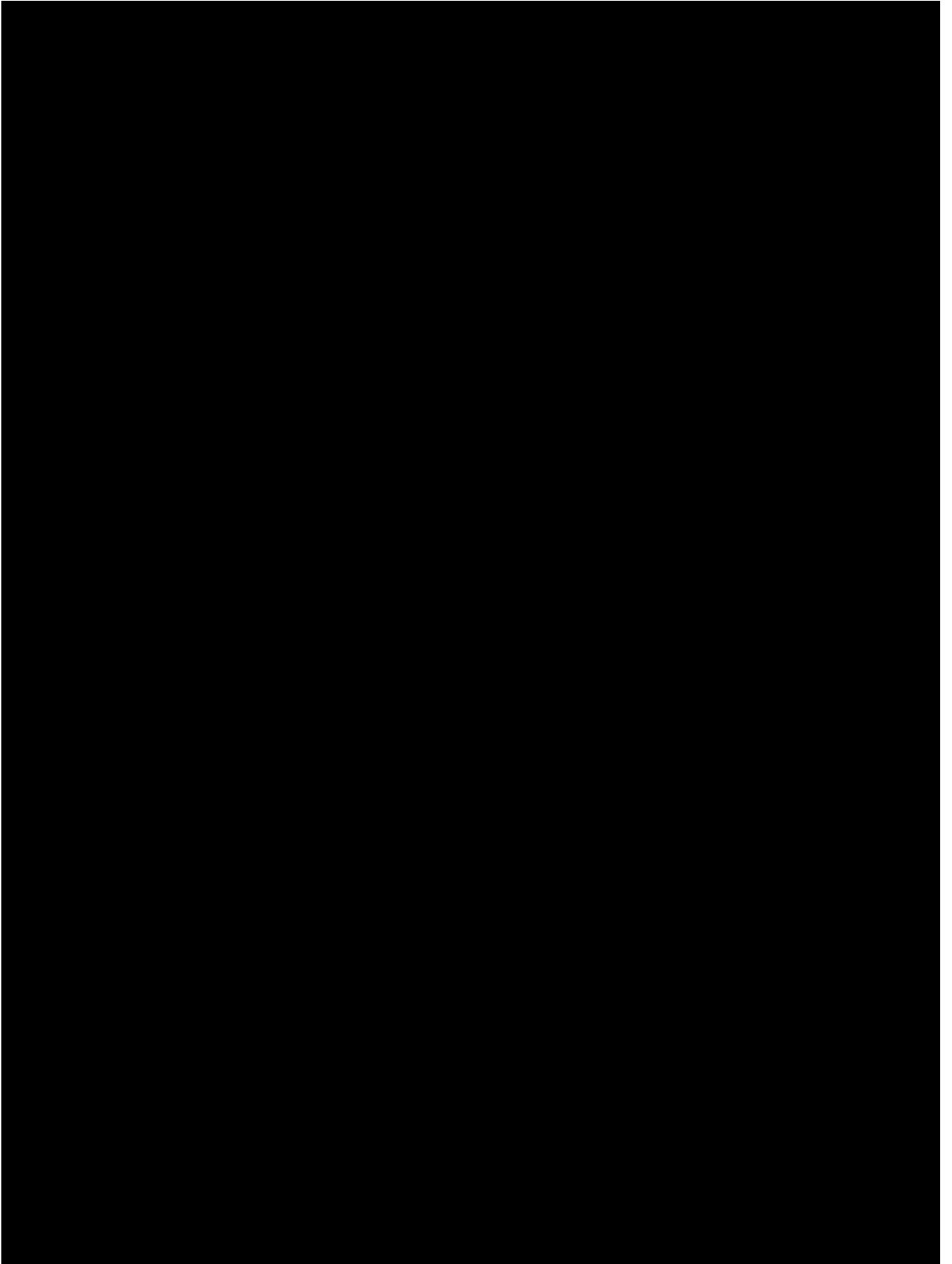


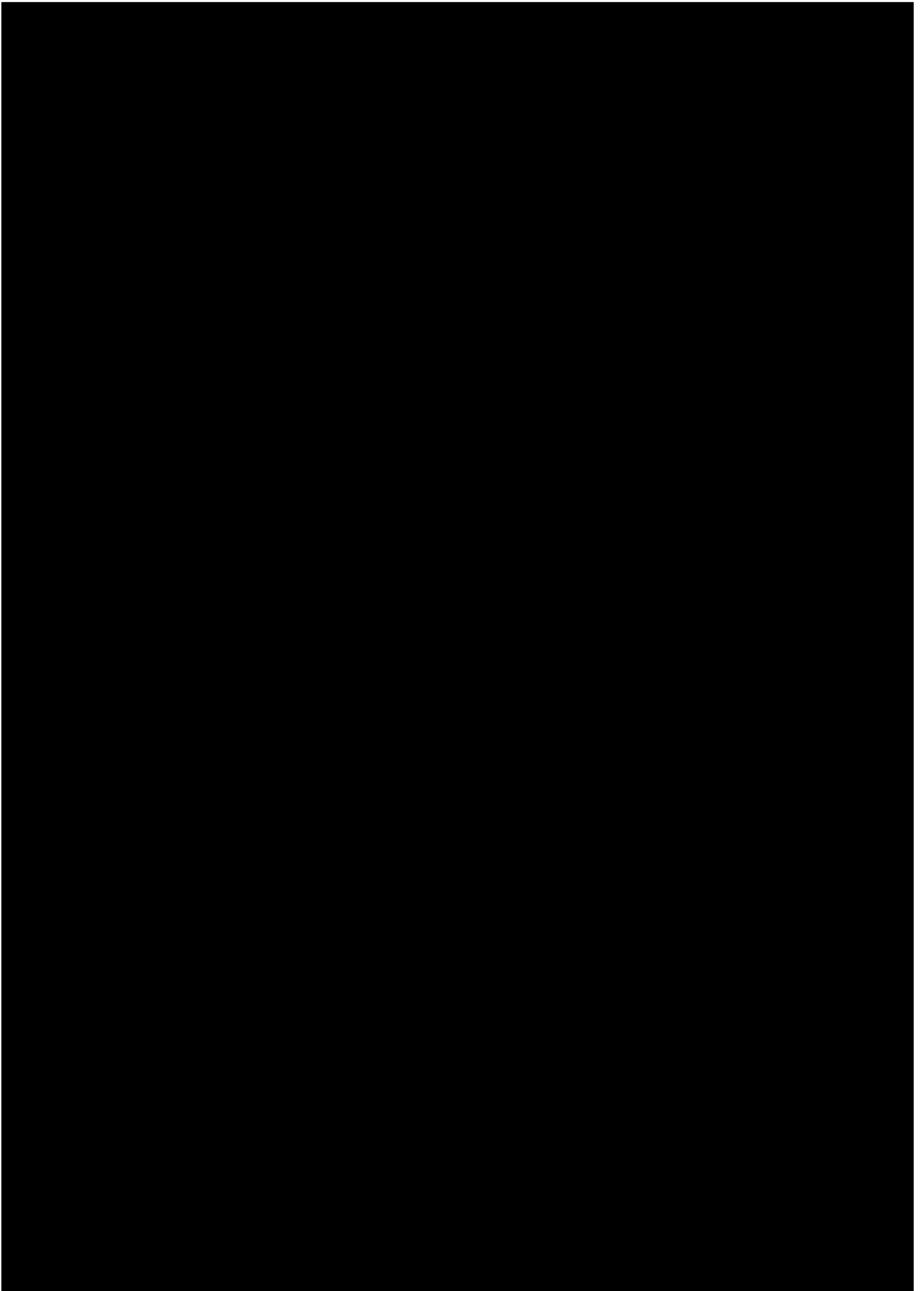


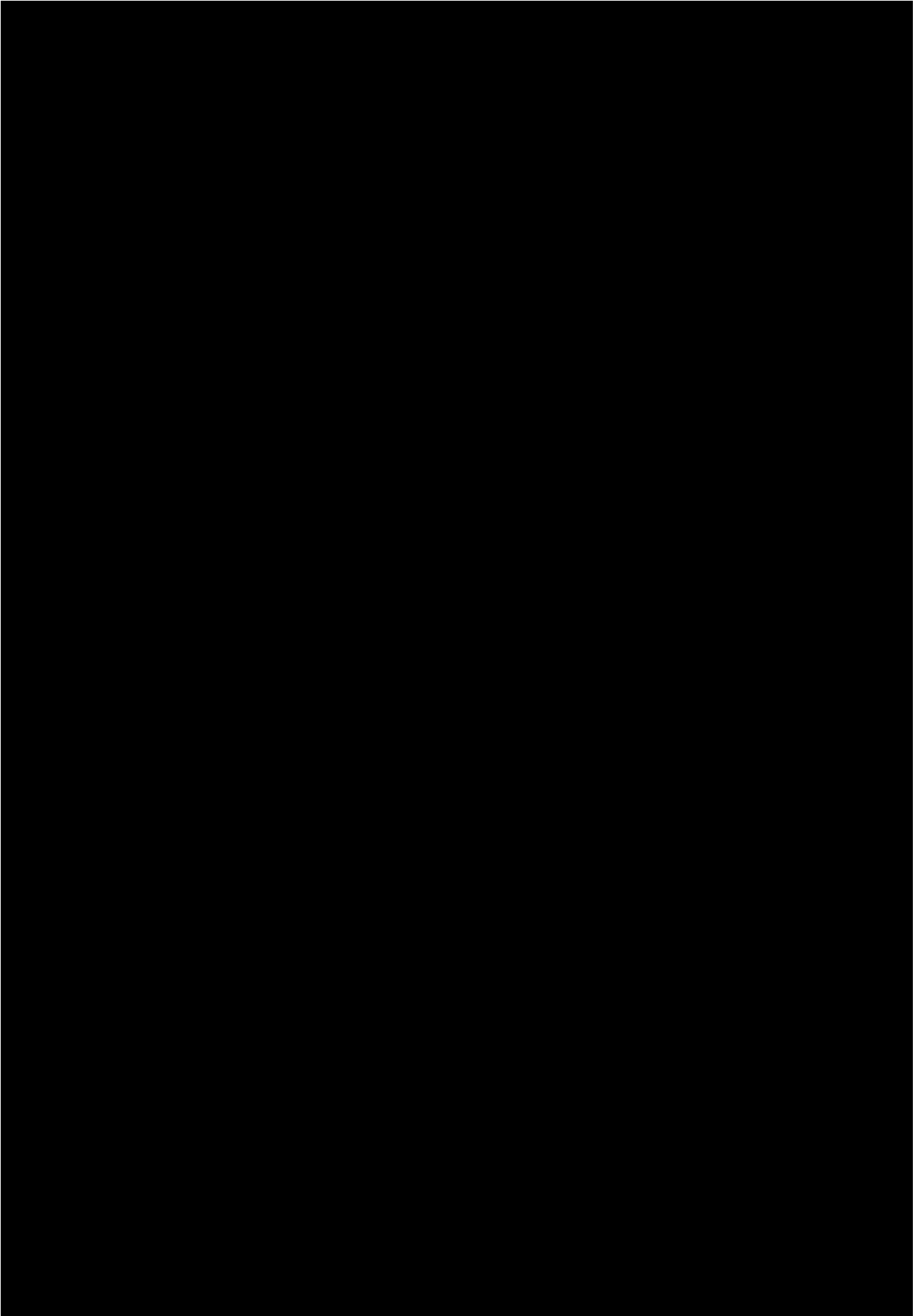




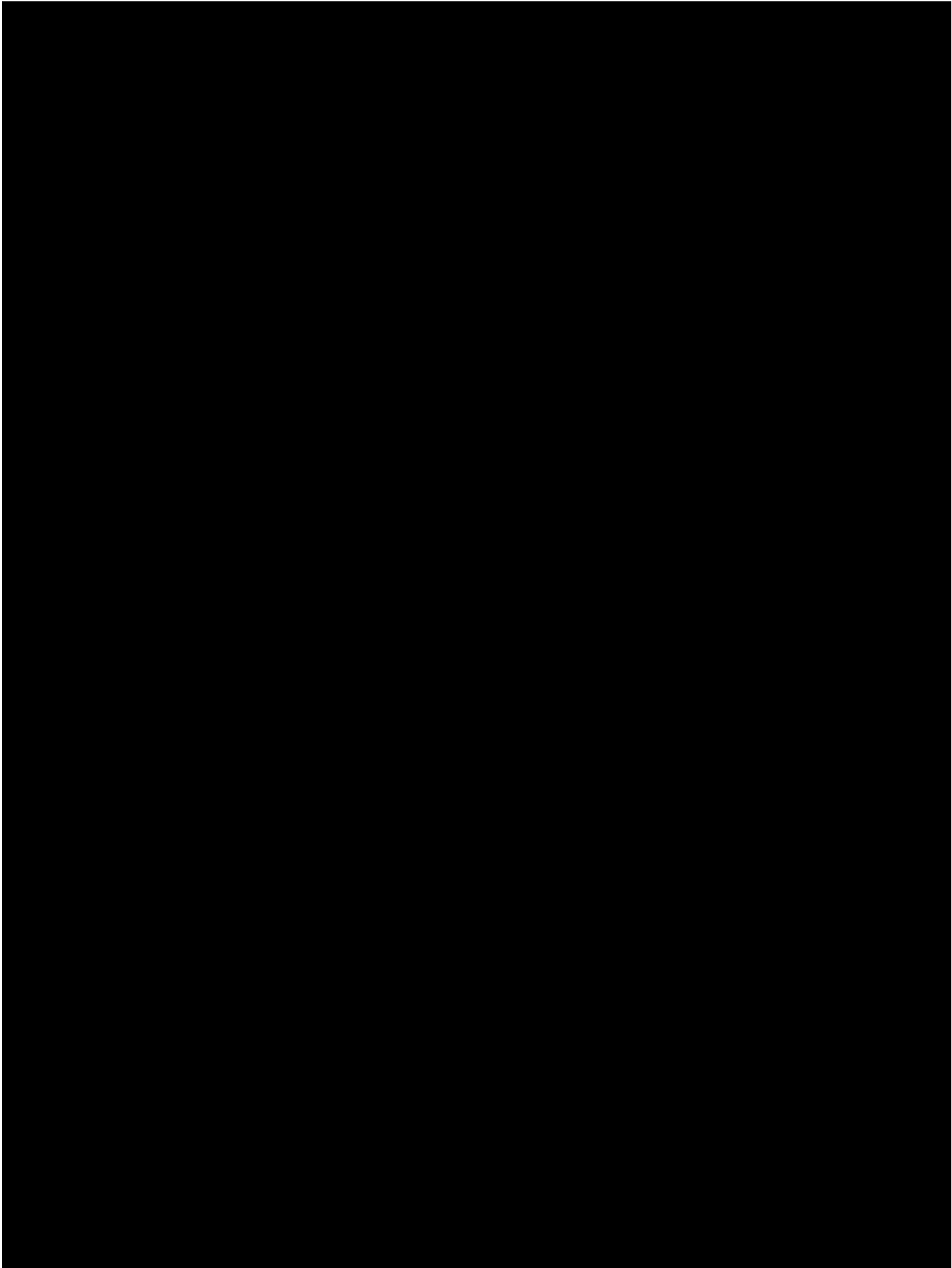


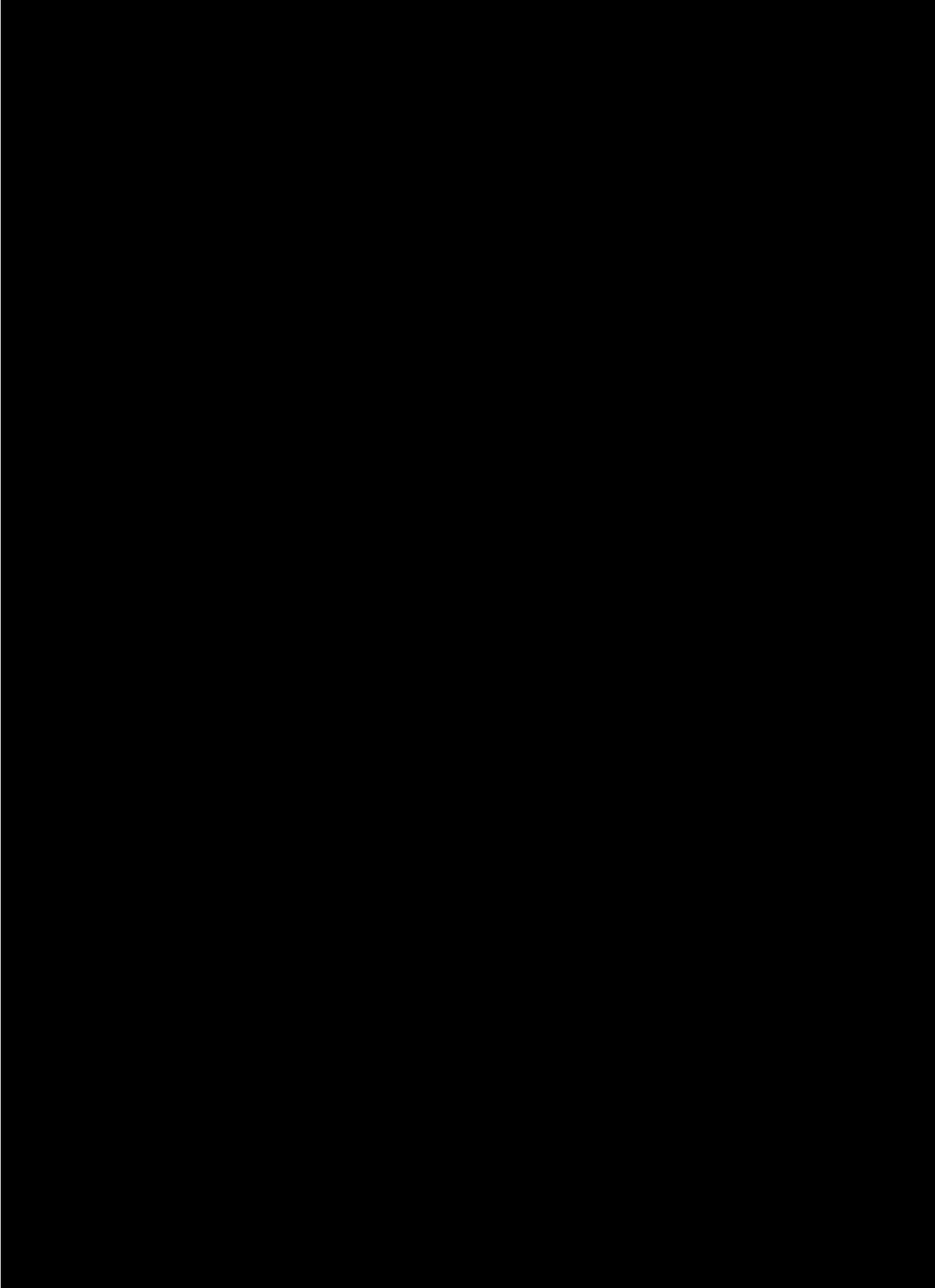


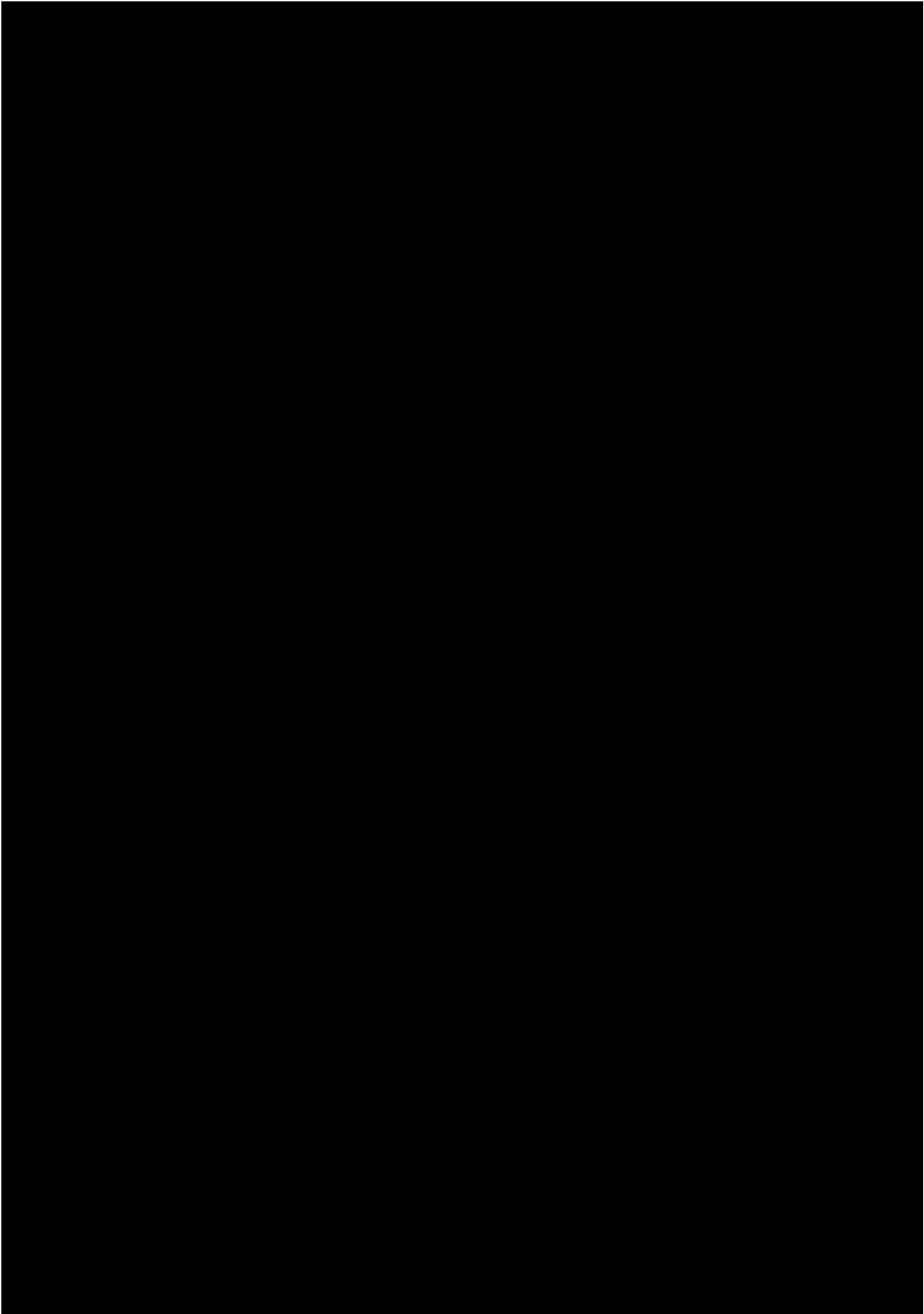


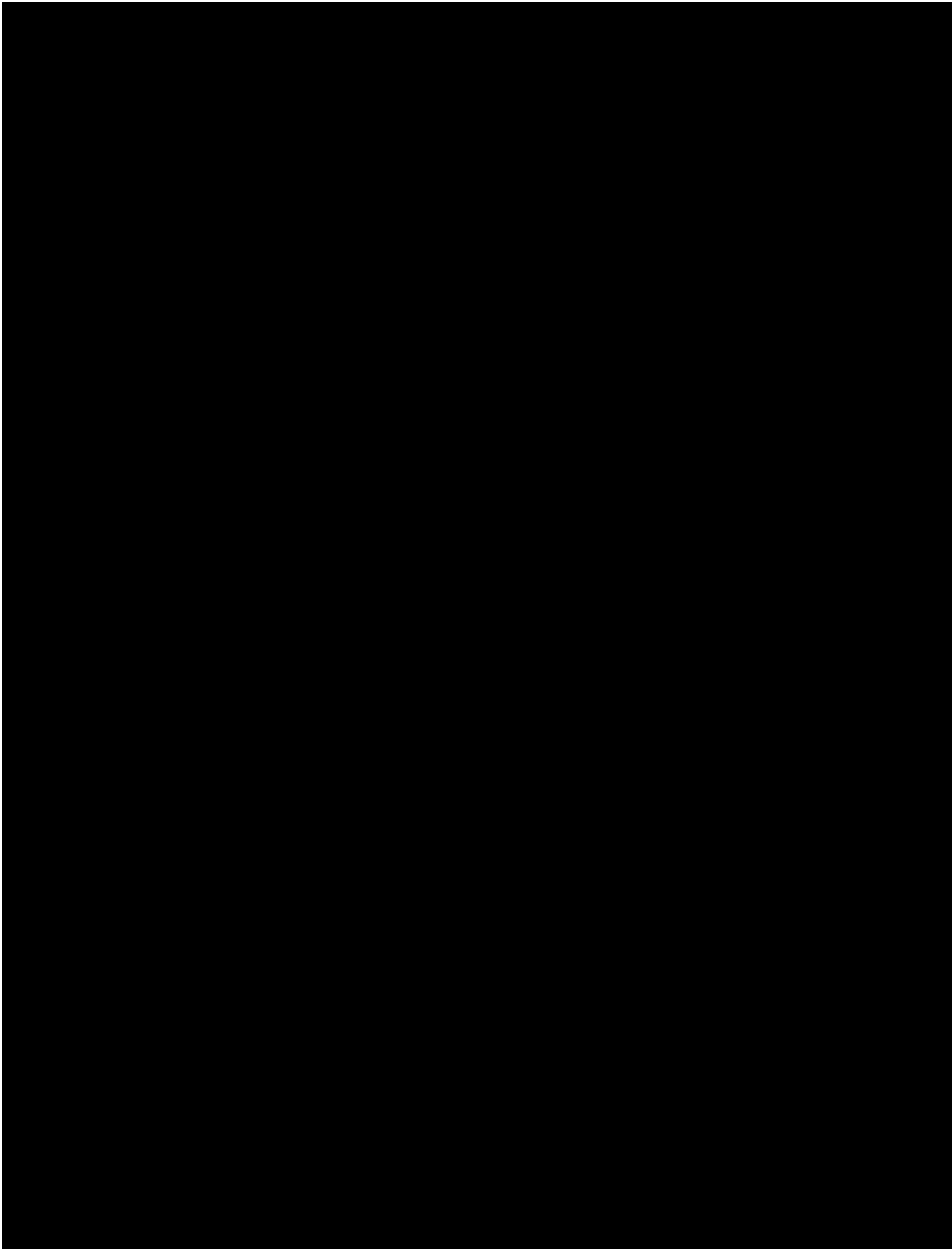


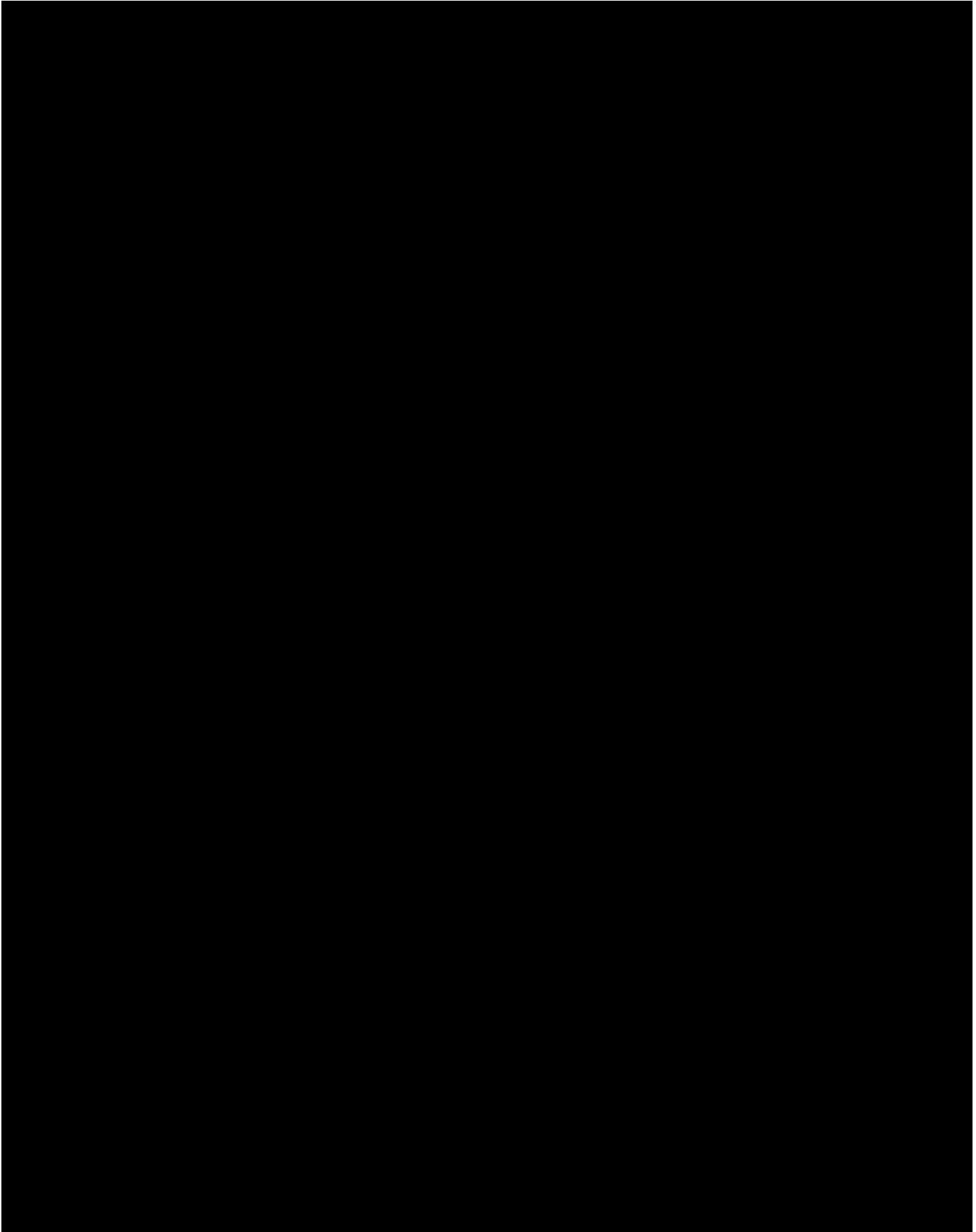


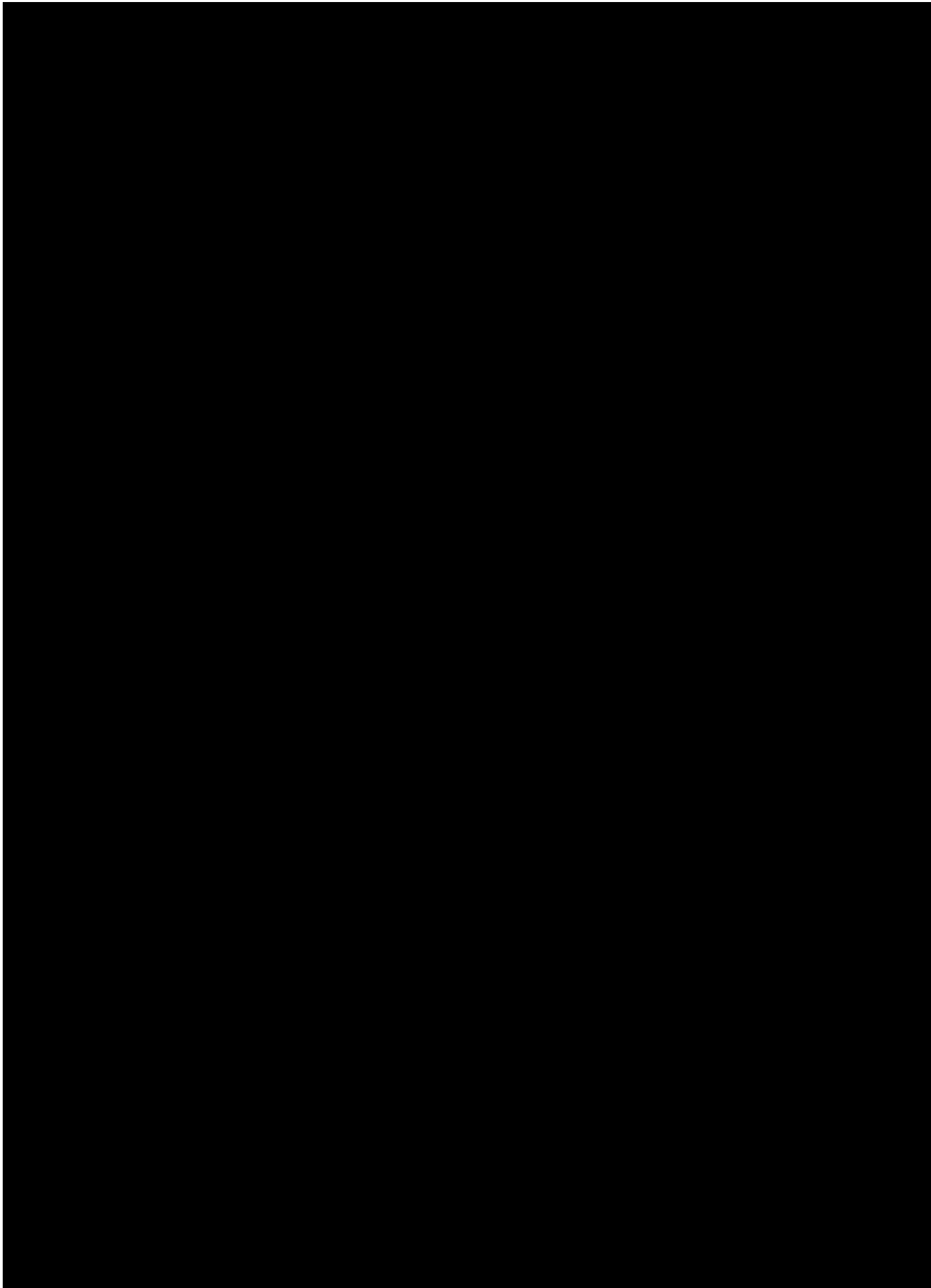


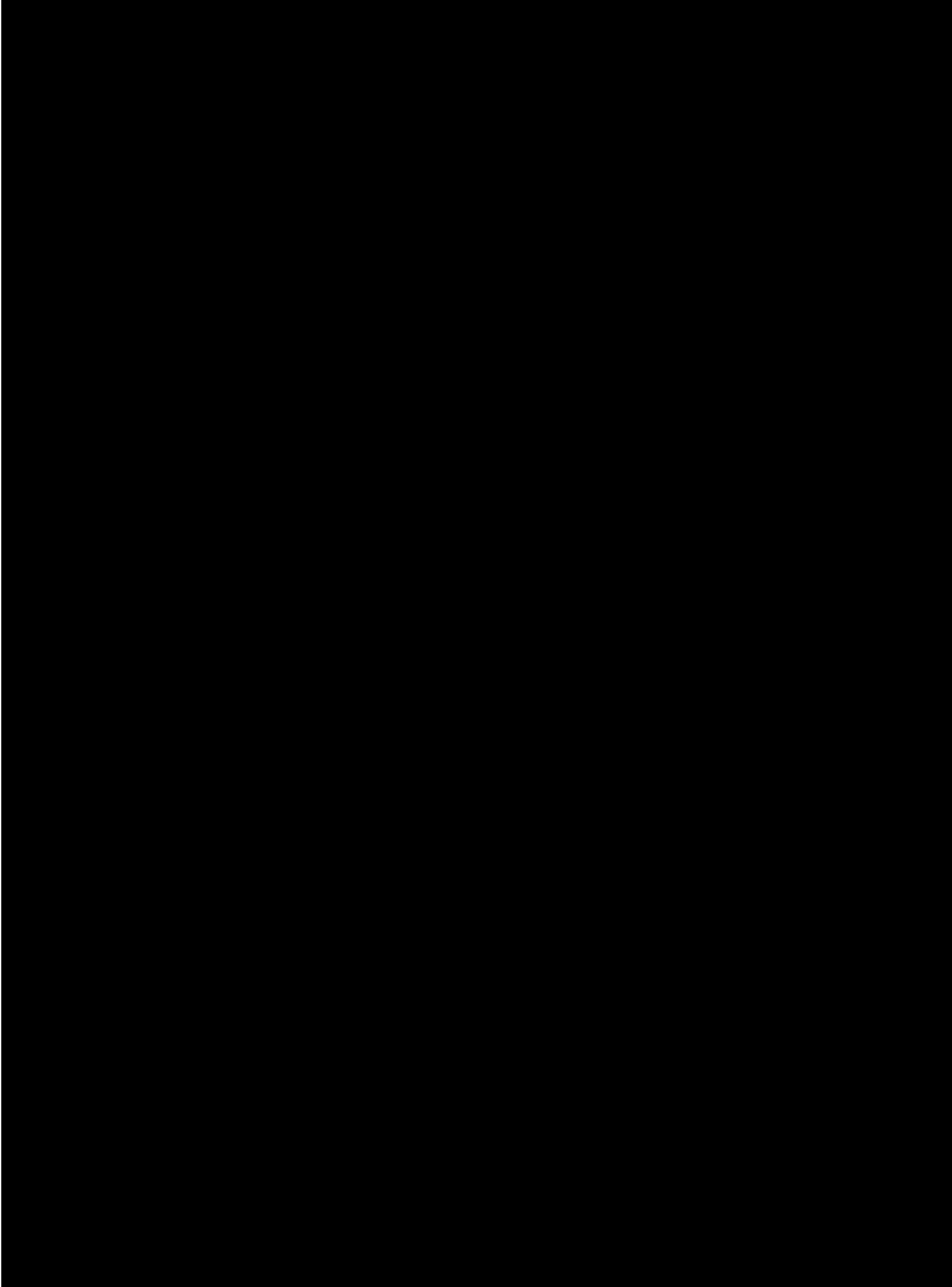


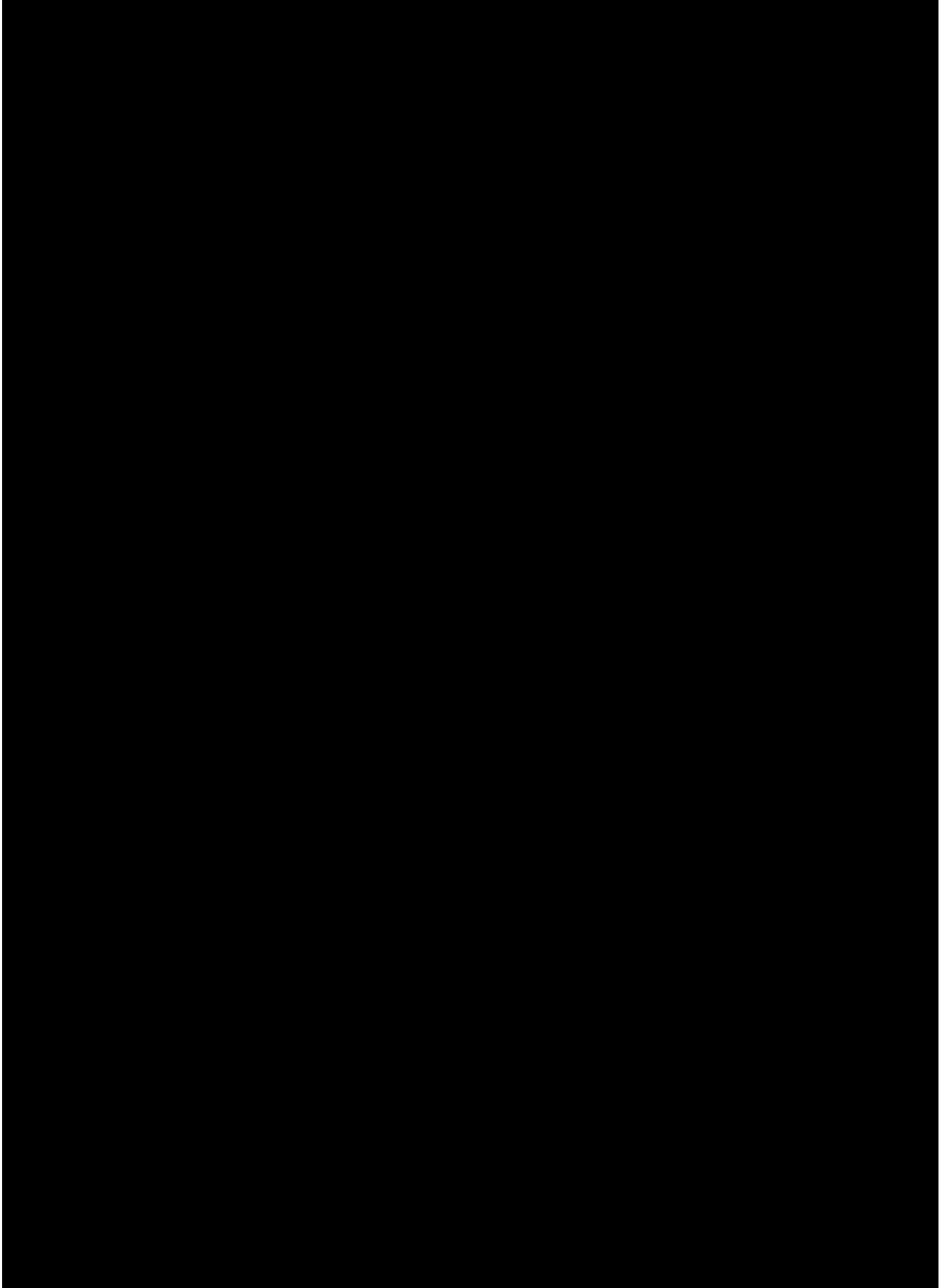




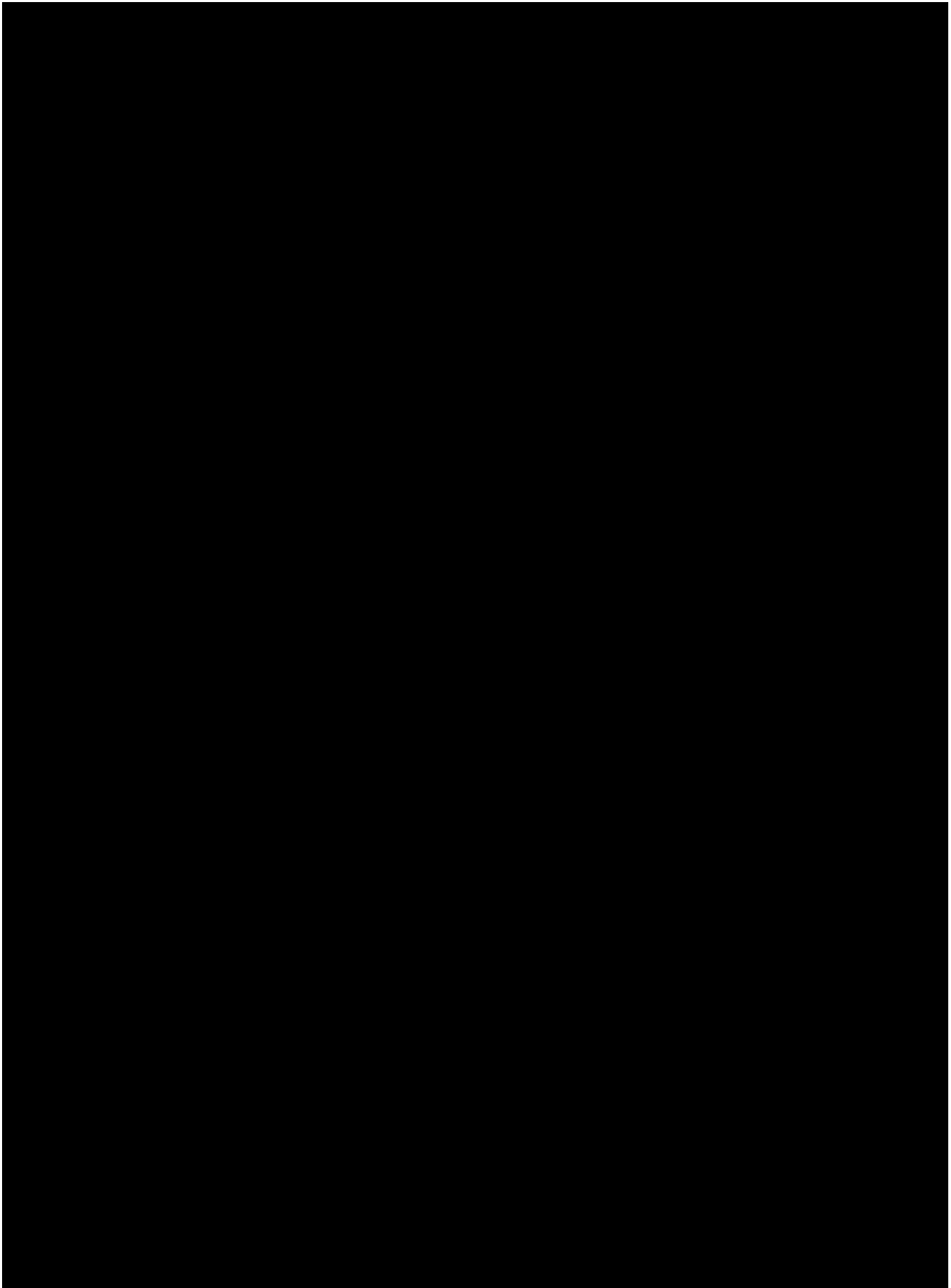


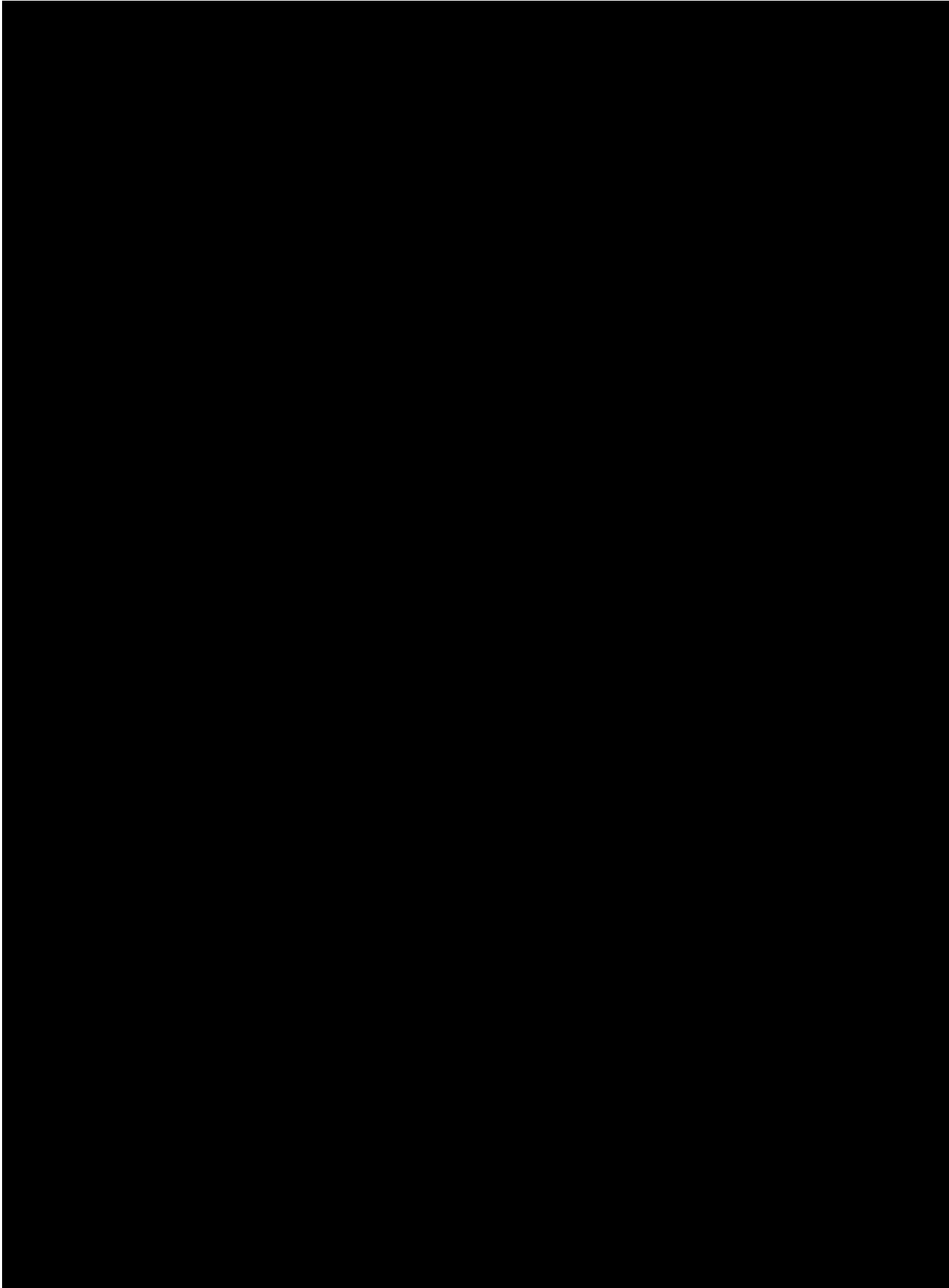


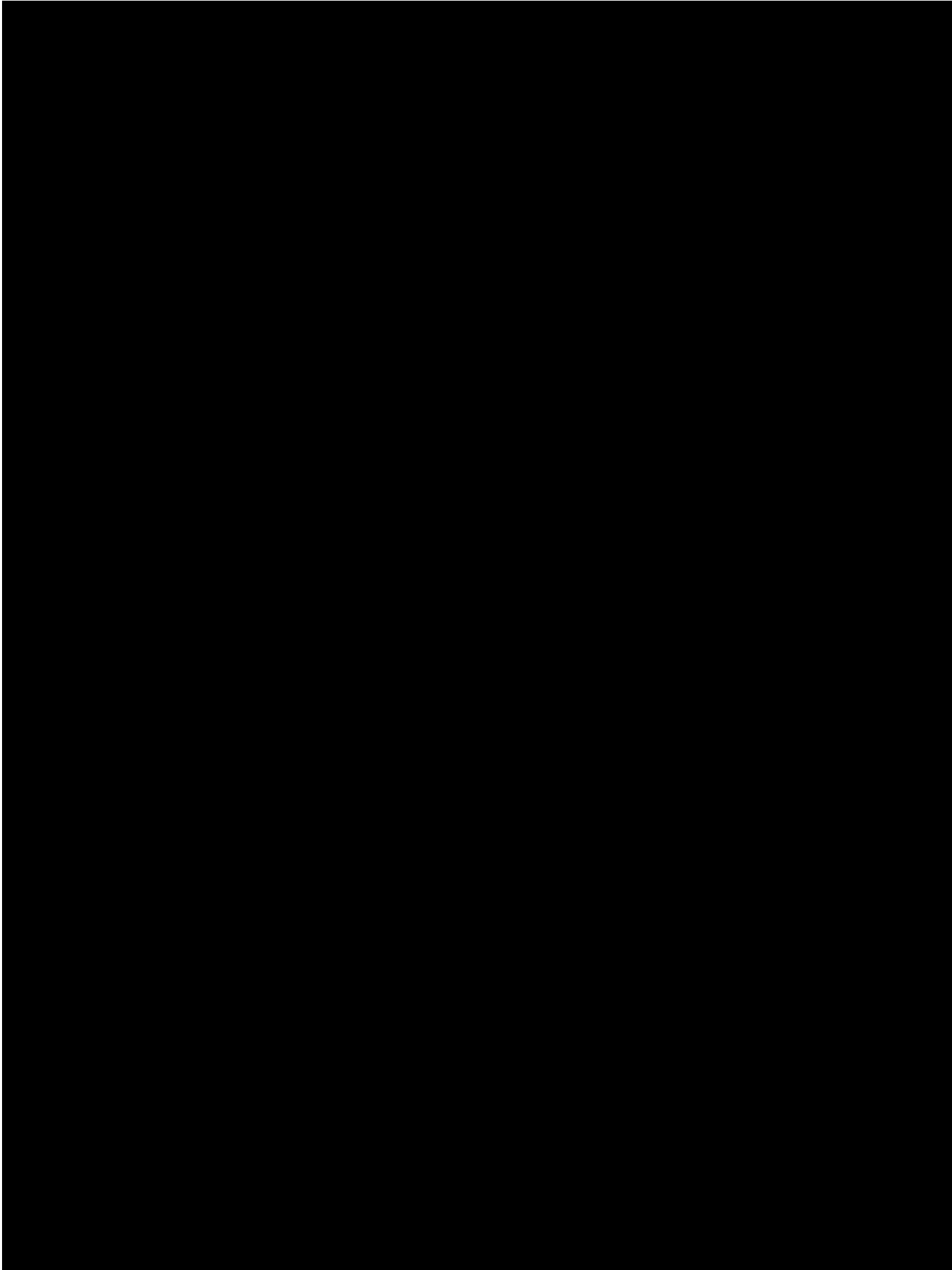


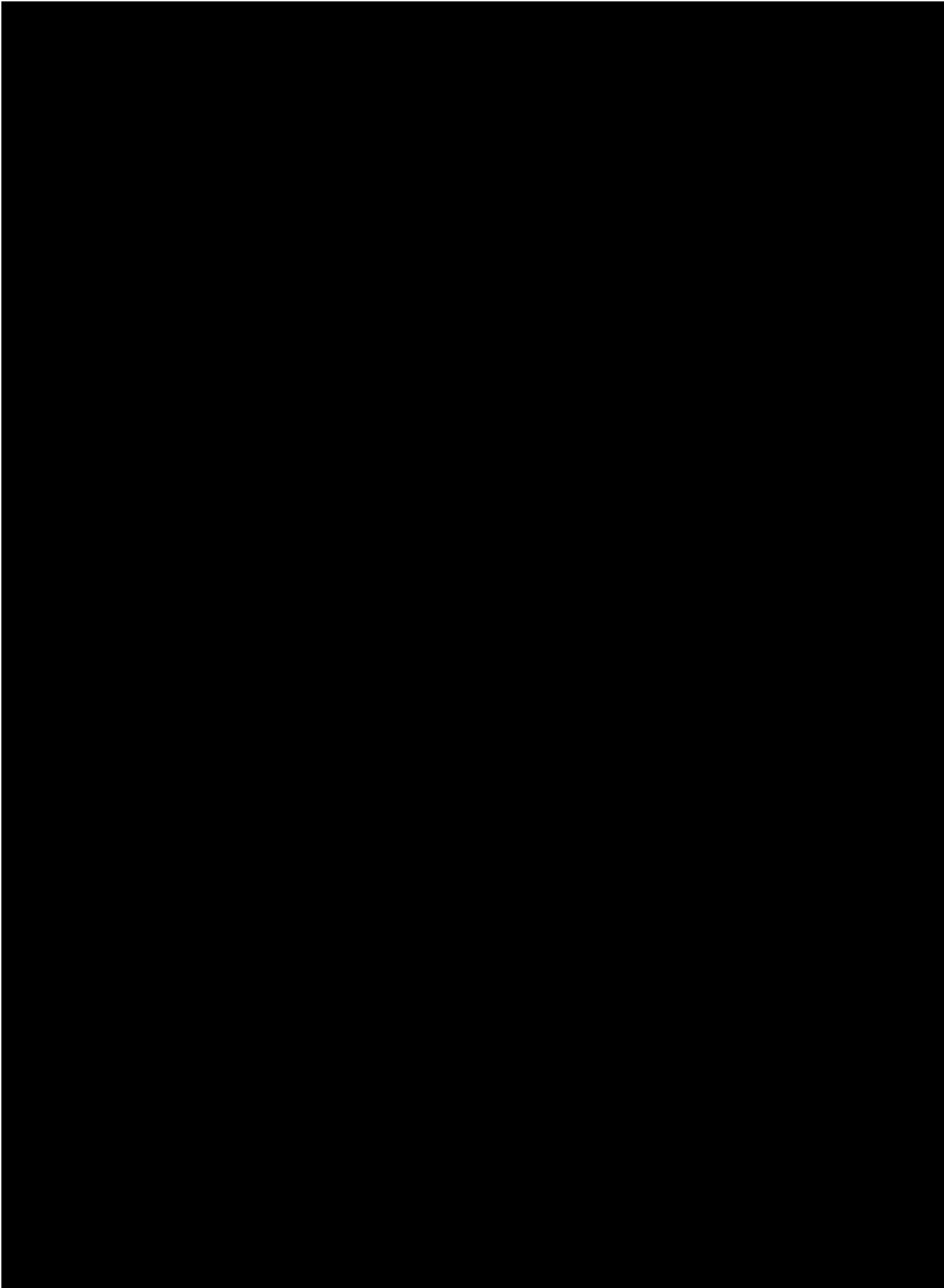


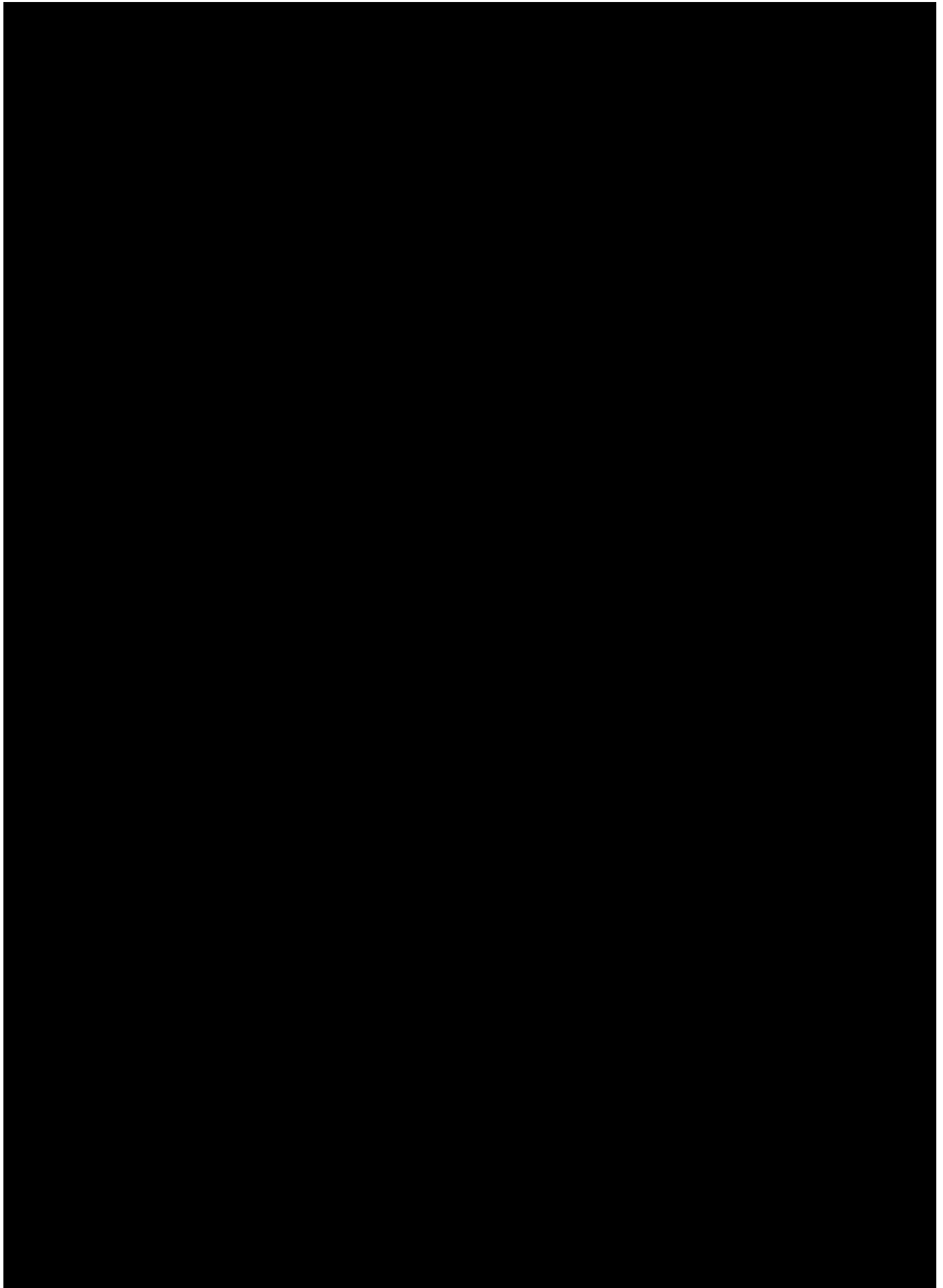


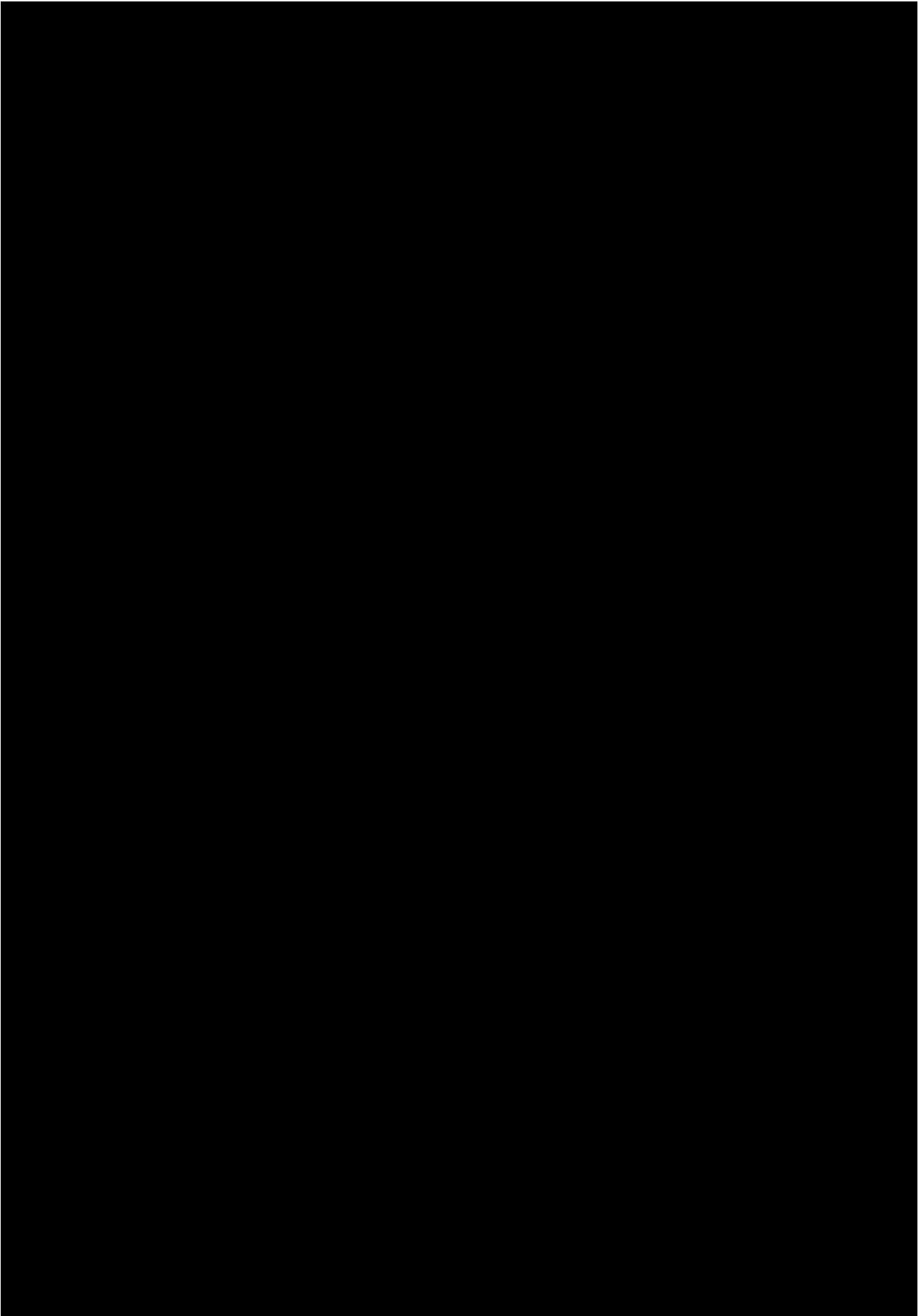


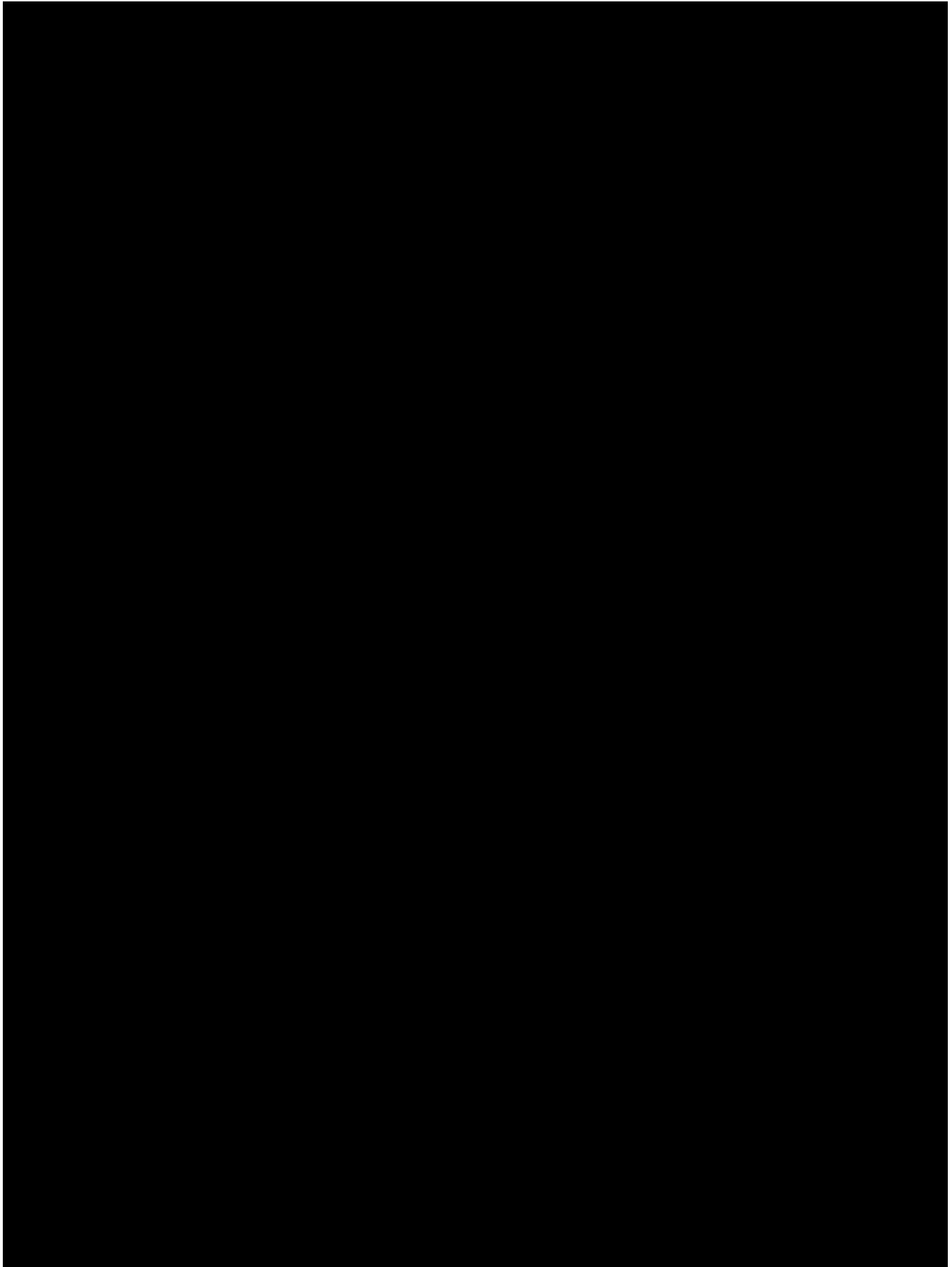


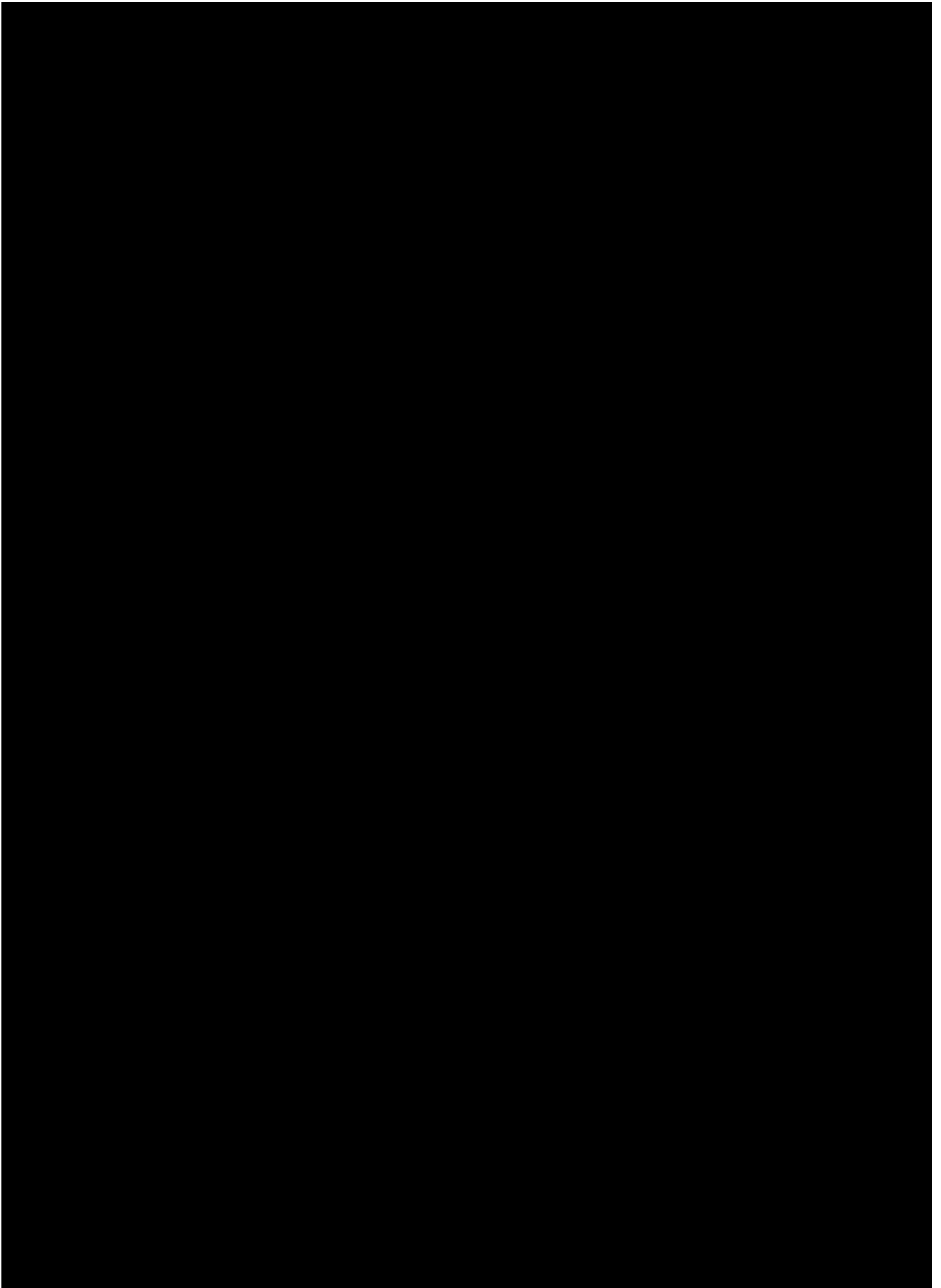




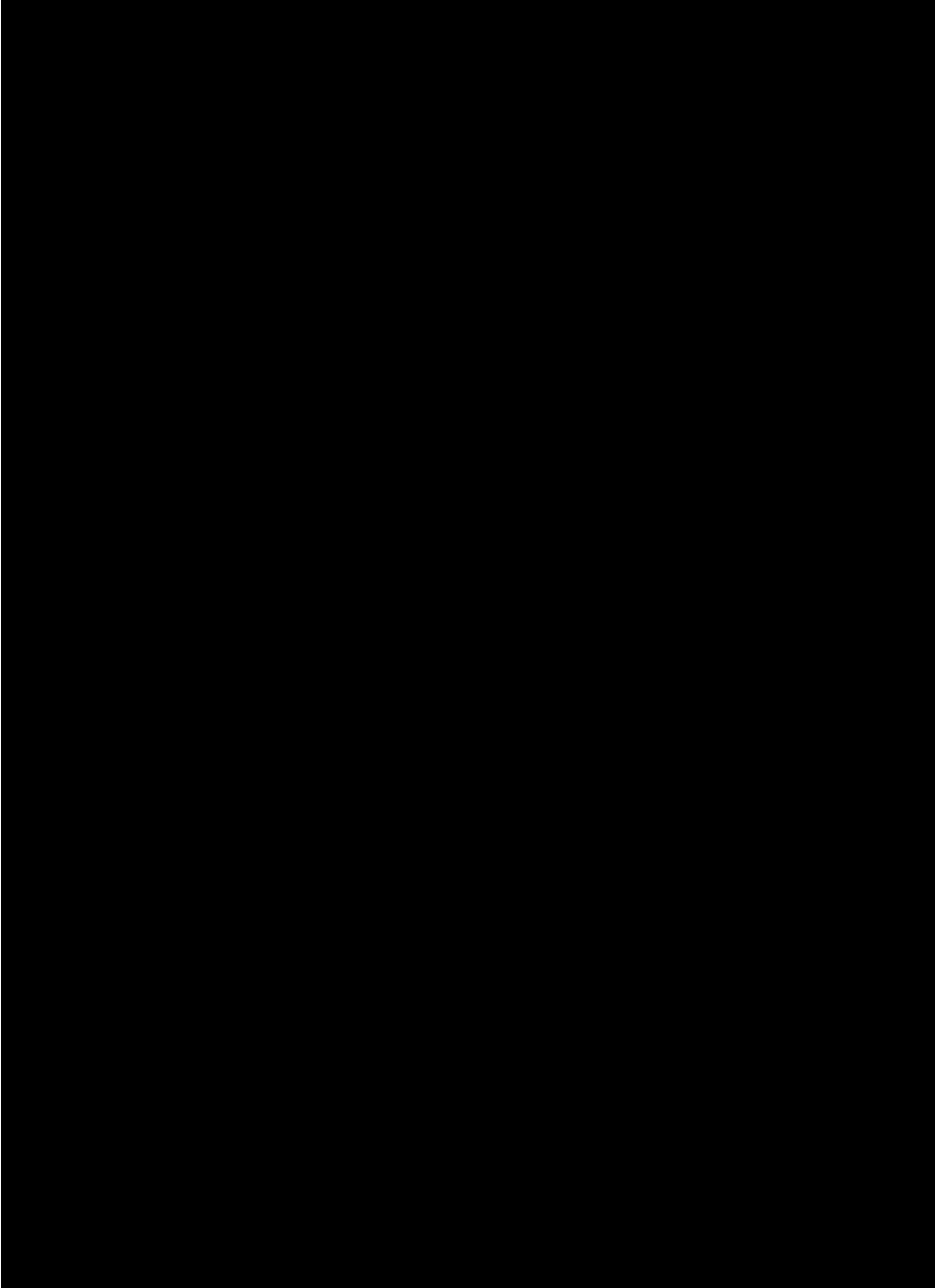


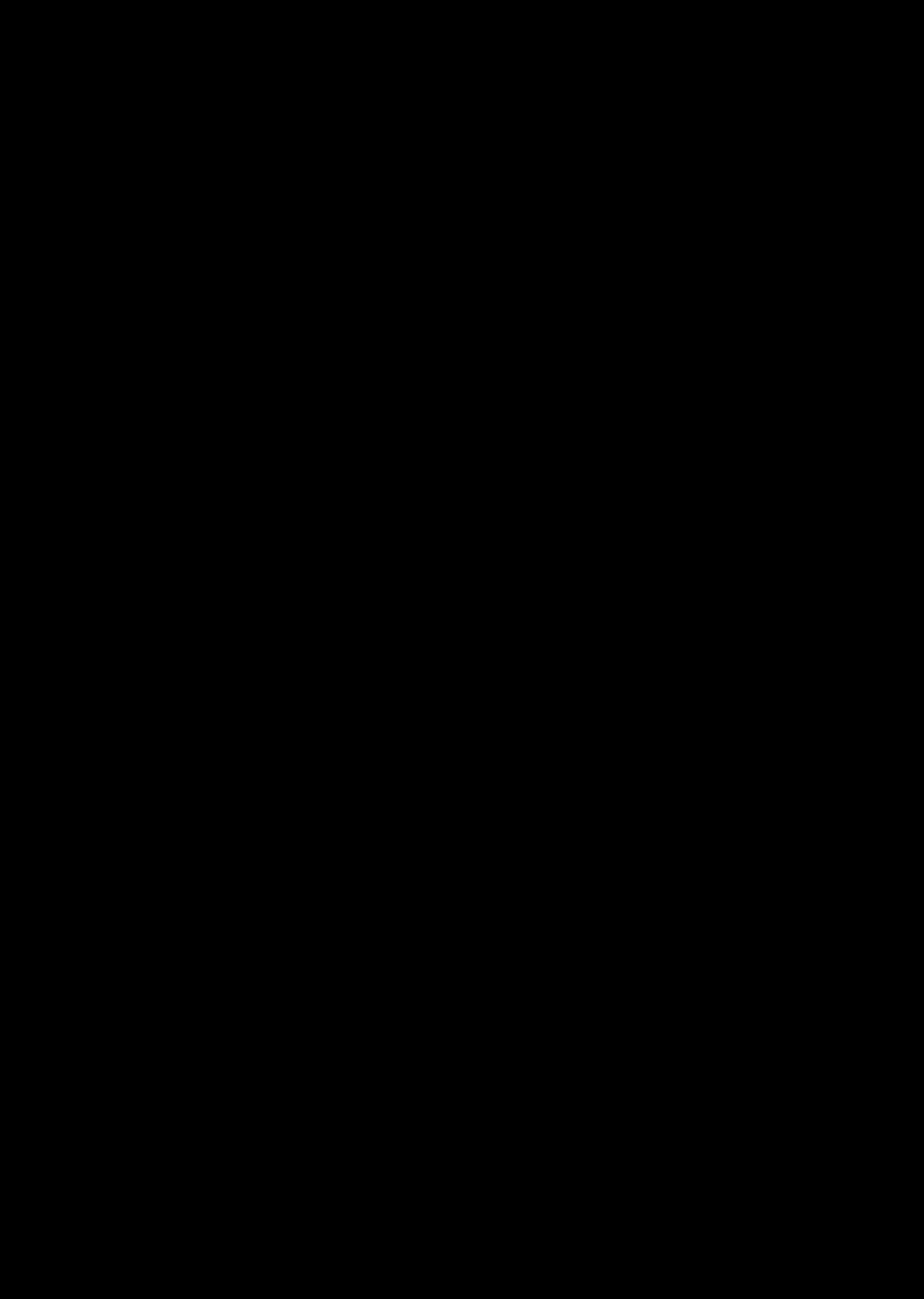


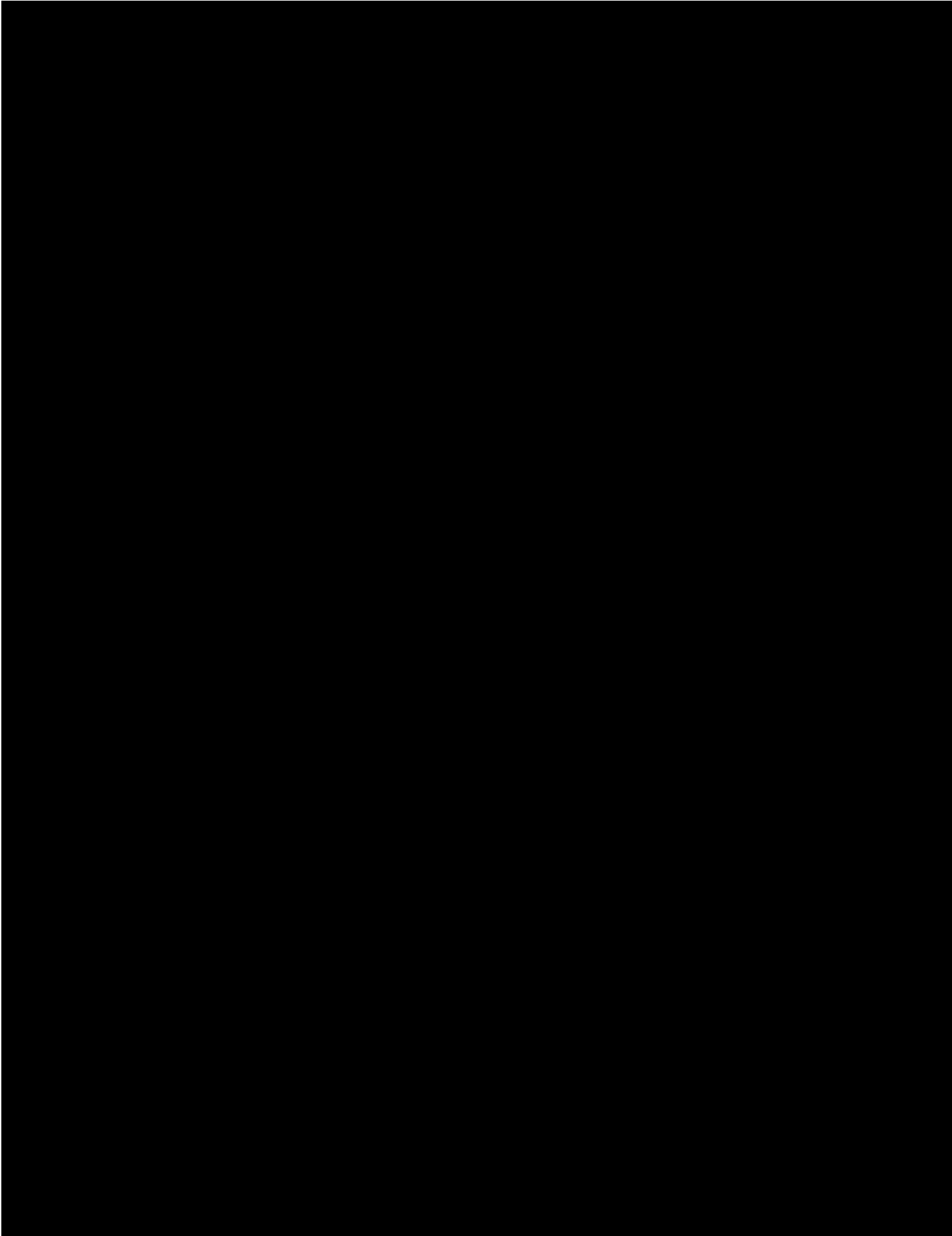












## **SCHEDULE 4**

### **Amendments to Schedule A6 of the Base SDD**

With effect on and from the Effective Date, Schedule A6 of the Base SDD is amended as follows (with text shown in underline indicating additions to the Base SDD and text shown in ~~striketrough~~ indicating deletions from the Base SDD):

**SCHEDULE A6**  
**Interface Management Services**

**PART 1 – Interface Management Services (prior to Construction Completion of Portion 1 and Completion of Portion 2A and Portion 2B)**

The Interface Management Services comprise:

- (a) provision of LV temporary construction power for all construction activities by Macquarie and Rail Contractors, excluding for Rail Contractor systems testing and commissioning, until energisation of the HV system (by Rail Contractors) and energisation of the LV power supply and distribution system of the Project Works;
- (b) testing and energisation of the LV power supply and distribution system of the Project Works on permanent power, following energisation of the permanent HV system by Rail Contractors;
- (c) provision of temporary air conditioning in equipment rooms as required in accordance with the degrees of completion and temporary ventilation system for the Martin Place Metro Station until the environmental control system of the Project Works is set to operation on permanent power, subject to third party provision of temporary power;
- (d) secure and control access to individual equipment rooms by either Macquarie or Rail Contractors, including through management of a permit system for access;
- (e) System Integration and Acceptance Testing (in accordance with the SWTC and as that term is defined in Appendix 1 to the SWTC) of the Project Works under permanent power;
- (f) attendance at all joint System Integration and Acceptance Testing and Site Acceptance Testing (in accordance with the SWTC and as those terms are defined in Appendix 1 to the SWTC) undertaken with Rail Contractors under temporary power;
- (g) attendance at all joint System Integration and Acceptance Testing, Site Acceptance Testing and initial performance tests (in accordance with the SWTC and as those terms are defined in Appendix 1 to the SWTC) undertaken with Rail Contractors under permanent power, including for all functional tests to meet statutory requirements such as for fire protection and smoke extraction, air conditioning, and track side ventilation;
- (h) attendance at tests and drills by Rail Contractors to demonstrate operational readiness;
- (i) liaising with Authorities to undertake all statutory inspections and obtain all necessary Approvals required for Macquarie's Activities for the Project Works;
- (j) carrying out the functions and tasks relating to the role of principal contractor in respect of Macquarie's Activities and works by Rail Contractors on the Principal Construction Site, including undertaking the tasks to obtain access to areas within Martin Place ESR Station under the procedure SM PS-PW-318 Principal Contractor Process for Construction Works Within Sydney Trains' Railway Stations;
- (k) coordinating and managing of access to the Principal Construction Site for Rail Contractors and the Operator;
- (l) ensuring that the Principal Construction Site is run in a clean, proper and efficient manner, including:

- (i) having due regard to the occupation of premises adjacent to or near to the Principal Construction Site; and
  - (ii) so as to ensure that the working areas are kept clean during the progress of Macquarie's activities, and that debris/waste is removed from the Principal Construction Site as it arises and at completion of the Interface Management Services;
- (m) security (including security personnel) and access control, including to restrict the public's access to the entrance to the Principal Construction Site, including:
- (i) installation of construction fencing and access gates;
  - (ii) establishing protocols with Sydney Trains for maintaining security and access as required for the Eastern Suburbs railway line interface; and
  - (iii) establishing protocols for ensuring access to the Principal Construction Site by emergency services and authorised Rail Contractors;
- (n) traffic management within the Principal Construction Site (including vehicle and pedestrian movements in/out of the Principal Construction Site);
- (o) maintaining the Principal Construction Site survey control, including provision of all surveying staff and equipment;
- (p) attending, preparing and presenting information, and chairing formal and informal briefings and meetings including keeping and distributing minutes of the meetings as required;
- (q) provision of site inductions to personnel of DevCo, Macquarie, the Principal's Representative, Rail Contractors, and attendance by Macquarie's personnel at Sydney Trains and Rail Contractors inductions as required;
- (r) provision, connection and maintenance of site offices, meeting rooms and other accommodation (including any necessary equipment, photocopiers, furniture, lighting, heating and the like) for use by the personnel of DevCo, Macquarie and the Principal's Representative, including connection to services and associated ongoing running costs such as power phone, data and water as detailed in SWTC Appendix 07;
- (s) providing, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by the personnel of the Principal and the Independent Certifier as detailed in section 6.5.11(d) of the SWTC and for use by the personnel of DevCo, ~~and Macquarie, and the Builder's Independent Certifier (as defined in the D&C Contract)~~ and provision of site amenities, toilets, lunch rooms, crib rooms, water bubblers, and washing facilities for use by Rail Contractors (up to a maximum of 10 people in total at any one time) is to be collaboratively negotiated in good faith between the parties using best endeavours to achieve resolution;
- (t) providing suitable information technology, as detailed in SWTC Appendix 07;
- (u) providing first aid facilities for use by the personnel of Macquarie, DevCo, the Principal's Representative, Rail Contractors and the Operator;
- (v) security, maintenance and cleaning of all site amenities;
- (w) temporary screens, temporary fencing, hoardings, guard rails, barriers, gantries and the like together with any warning notices, night lighting and the like, in respect of the fixed site compounds; and

- (x) preparation and updating of management plans and reports required by the SWTC.

## **PART 2 – Interface Management Services after Completion of last Portion to achieve Completion**

The Interface Management Services after Completion of the last Portion to achieve Completion up to opening of the Martin Place Metro Station to the public comprise:

- (a) attendance at all performance tests (in accordance with the SWTC) undertaken by Rail Contractors and the Operator;
- (b) full clean of the Martin Place Metro Station required for opening to the public;
- (c) attendance at tests and drills by Rail Contractors and the Operator to demonstrate operational readiness;
- (d) attendance at statutory inspections required by Rail Contractors or the Operator; and
- (e) coordination with Sydney Trains for activities by Rail Contractors and the Operator.

## **PART 3 - Interface Management Services Rates**

### **3.1 Payment for Interface Management Services**

- (a) In relation to any Interface Management Services performed by Macquarie (whether before the Last Date of Completion in accordance with clause 10.9 or after the Last Date of Completion in accordance with a direction issued pursuant to clause 29.2(a)), Macquarie will be entitled to payment for such Interface Management Services calculated on the basis set out in paragraph 3.1(b) and paragraph 3.1(c) (as applicable), provided that:
  - (i) in relation to the Interface Management Services required prior to the Last Date of Completion, Macquarie complies with the requirements of clause 10.9 in relation to such Interface Management Services;
  - (ii) Macquarie submits the relevant progress claims to the Principal in accordance clause 34.2(a)(i) or clause 34.2(a)(iii) (as applicable) in relation to such Interface Management Services;
  - (iii) Macquarie's progress claims are made in accordance with the requirements of clause 34.2; and
  - (iv) the other conditions for payment in clause 34 have been satisfied in relation to such Interface Management Services.
- (b) Macquarie's entitlement to payment for the Interface Management Services performed by Macquarie after the Last Date of Completion in accordance with a direction issued pursuant to clause 29.2(a) will be calculated on the following basis:
  - (i) the sum ascertained by multiplying:
    - (A) the applicable rate(s) stated in the tables of rates included this Schedule A6 relevant to the applicable Interface Management Services performed after the Last Date of Completion;
    - (B) where paragraph 3.1(b)(i)(A) does not apply, a rate otherwise agreed in writing between the Principal and Macquarie (acting reasonably); or

(C) where paragraphs 3.1(b)(i)(A) and 3.1(b)(i)(B) do not apply, a reasonable rate (which will exclude any margin for off-site overheads and profit) as determined by the Principal's Representative,

by the number of hours the D&C Contractor's labour resources and Construction Plant were employed in the execution of the relevant Interface Management Services; plus

(ii) any reasonable and substantiated amounts payable by the D&C Contractor to Subcontractors for the proper performance of the relevant Interface Management Services (without double counting with paragraph 3.1(b)(i)).

(c) Macquarie's entitlement to payment for any Interface Management Services that are performed prior to the Last Date of Completion is in accordance with clause 10.9.

**3.2 Rates for Self-Performed Reimbursable Work**

The parties acknowledge and agree the following in relation to the rates listed in this Schedule A6:

- (a) except as otherwise provided, rates are fixed and not subject to rise and fall;
- (b) all rates are inclusive of all on-site overheads, and off-site overheads and profit;
- (c) permanent materials and any contracted services that form part of the self-performed reimbursable works will not be subject to any mark-up for offsite overheads and profit; and
- (d) all rates are exclusive of GST.

**TABLE 1: Rates for Plant (applicable after the Last Date of Completion)**

Plant Item	With Operator/ Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
<b>General plant</b>	<b>All Rates are 2018 - [REDACTED]</b>					
Semi-trailer - 40 T trailer	Yes	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Semi-trailer - 28 T trailer	Yes	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Rigid truck - 15T tipper	Yes	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Rigid truck - 15T bogie tipper	Yes	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hi-rail truck	Yes	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Welder's Truck	Yes	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Plant Item	With Operator/ Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
Flat top truck	Yes					
Dump truck - 20T	Yes					
Articulated dump truck	Yes					
General pump	No					
Excavator - 3T	Yes					
Excavator - 8T	Yes					
Excavator - 13.5T	Yes					
Excavator - 20T	Yes					
Excavator - 30T	Yes					
Backhoe	Yes					
Forklift (All-terrain)	Yes					
Franna crane - 12T	Yes					
Franna crane - 14T	Yes					
Franna crane - 16T (incl. operator)	Yes					
Franna crane - 20T	Yes					
Mobile crane - 16T	Yes					
Mobile crane - 80T	Yes					
Bobcat	Yes					

Plant Item	With Operator/Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
Compressors - 75 CFM	No					
Compressors - 250 CFM	No					
<b>Major civil construction plant</b>	<b>All Rates are 2018 -</b>					
Front end loader	Yes					
Vibratory plate compactor	No					
Grader	Yes					
Rock breaker	No					
Rock cutting saw	No					
Drilling rigs for rock bolting and soil nailing	Yes					
Shotcrete gun	No					
Elevated works platforms for rock bolting/soil nailing	No					
Piling rig	Yes					
Concrete mixer truck	Yes					
Concrete pump	Yes					
Concrete screeders	Yes					
<b>Major Plant - Track Work</b>	<b>All Rates are 2018 -</b>					

Plant Item	With Operator/ Driver	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)	Float (each way) (\$)	Stand down rate (\$/hr)
Excavator with Octopus Grab	Yes					
5t Balloon tired dumper	Yes					
Turnout tamper	Yes					
Tamper	Yes					
Regulator	Yes					
Hiab gang truck	Yes					
Thermit welding equipment	Yes	Included in welders truck rate				
<b>Major Plant - OHW</b>	<b>All Rates are 2018 -</b>					
All terrain crane - 20T	Yes					
Hi-rail cable trucks or wiring train	Yes					
Hi-rail cherry picker	Yes					
Gang trucks	Yes					
Piling bore rig 600 mm dia (incl. operator)	Yes					

### 3.2.1 Rates for Labour

The rates for labour are to be inclusive of all on-costs including the following:

- (a) wages and salaries;
- (b) payroll tax, holiday pay, long service leave, sick pay, superannuation, statutory payments, etc;
- (c) project mobilisation and demobilisation of staff;
- (d) communication devices, radios and mobile phones;
- (e) all travel costs including suitable site vehicles to undertake the D&C Contractor's activities (including registration, maintenance, fuel and all running costs);
- (f) accommodation and meal allowances; and
- (g) provision of PPE, clothing and uniforms.

**TABLE 2: Rates for Labour (applicable after the Last Date of Completion)**

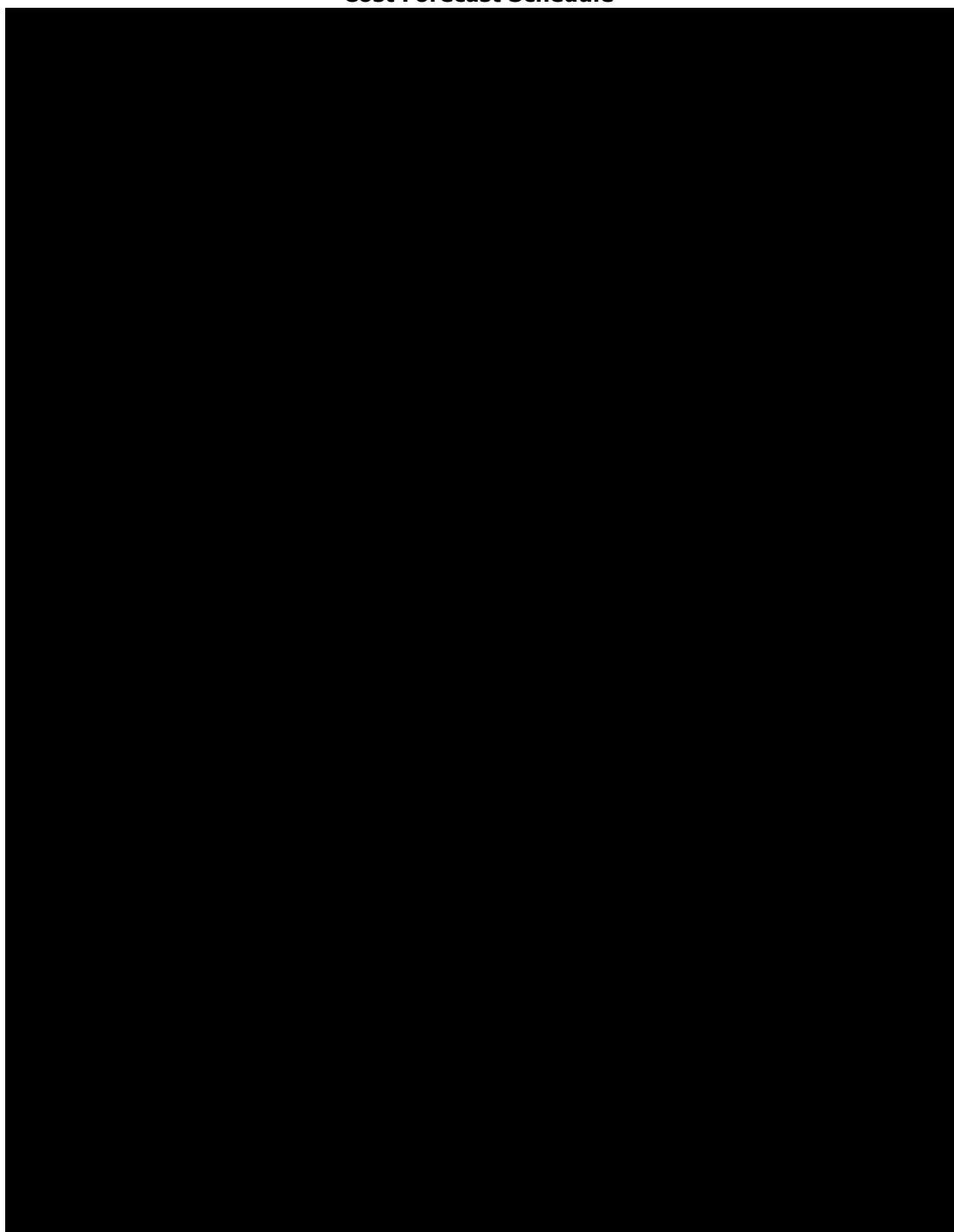
Labour	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)
<b>Signalling Infrastructure Personnel</b>			
<b>All Rates are 2018 – [REDACTED]</b>			
Signalling Construction Manager	[REDACTED]	[REDACTED]	[REDACTED]
Signalling Project Engineer	[REDACTED]	[REDACTED]	[REDACTED]
Signalling Commissioning Manager	[REDACTED]	[REDACTED]	[REDACTED]
Signal Field Engineer	[REDACTED]	[REDACTED]	[REDACTED]
Design Integrity / Principal's Tester	[REDACTED]	[REDACTED]	[REDACTED]
Assistant Design Integrity	[REDACTED]	[REDACTED]	[REDACTED]
Signal Supervisor	[REDACTED]	[REDACTED]	[REDACTED]
Signal Electrician	[REDACTED]	[REDACTED]	[REDACTED]
Signal Mechanical	[REDACTED]	[REDACTED]	[REDACTED]
Control Systems Engineer	[REDACTED]	[REDACTED]	[REDACTED]
Control Systems Technician	[REDACTED]	[REDACTED]	[REDACTED]
Signals Ancillary	[REDACTED]	[REDACTED]	[REDACTED]

Labour	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)
Signals Authorised Person			
Tester-in-Charge			
Assistant Signal Tester			
<b>Electrical Infrastructure Personnel</b>			
<b>All Rates are 2018 –</b>			
Accredited OHW Assembler			
Accredited OHW Rigger			
Accredited OHW Installer			
Accredited OHW Worker			
Accredited Electrolysis Interference Tester			
Accredited Cable Joints			
Overhead Worker			
Authorised Overhead Traction Worker			
Authorised Traction Operator			
Authorised Traction Live Line Worker			
Authorised Officer (Mains)			
Authorised Attendant			
Authorised Operator			
Authorised Officer (Substations)			
Electrical Authorising Officer			
Qualified Electrician			
Authorised Person (Low Voltage)			
Accredited Electrical Permit holder			

Labour	Normal Time (\$/hr)	Time and a Half (\$/hr)	Double Time (\$/hr)
<b>Building Infrastructure Personnel</b> <b>Inclusive of escalation</b>			
Environmental Coordinator	[REDACTED]	[REDACTED]	[REDACTED]
Community & Stakeholder Manager	[REDACTED]	[REDACTED]	[REDACTED]
Safety Manager	[REDACTED]	[REDACTED]	[REDACTED]
Safety Officer	[REDACTED]	[REDACTED]	[REDACTED]
Occupational Hygienist	[REDACTED]	[REDACTED]	[REDACTED]
Rail Integration/Interface Manager	[REDACTED]	[REDACTED]	[REDACTED]
Rail Assurance Manager	[REDACTED]	[REDACTED]	[REDACTED]
<b>Building Infrastructure Personnel</b> <b>All Rates are 2018 – [REDACTED]</b>			
Project Director	[REDACTED]	[REDACTED]	[REDACTED]
Design Director	[REDACTED]	[REDACTED]	[REDACTED]
Design Manager	[REDACTED]	[REDACTED]	[REDACTED]
Construction Manager	[REDACTED]	[REDACTED]	[REDACTED]
Services Manager	[REDACTED]	[REDACTED]	[REDACTED]
Commercial Manager	[REDACTED]	[REDACTED]	[REDACTED]
Planner	[REDACTED]	[REDACTED]	[REDACTED]
Environmental Manager	[REDACTED]	[REDACTED]	[REDACTED]
Sustainability Manager	[REDACTED]	[REDACTED]	[REDACTED]
WHS Manager	[REDACTED]	[REDACTED]	[REDACTED]
Rail Safety Manager	[REDACTED]	[REDACTED]	[REDACTED]
Rail Interface Manager	[REDACTED]	[REDACTED]	[REDACTED]
Quality Assurance Manager	[REDACTED]	[REDACTED]	[REDACTED]

<b>Labour</b>	<b>Normal Time (\$/hr)</b>	<b>Time and a Half (\$/hr)</b>	<b>Double Time (\$/hr)</b>
Superintendent			

**ANNEXURE A**  
**Cost Forecast Schedule**





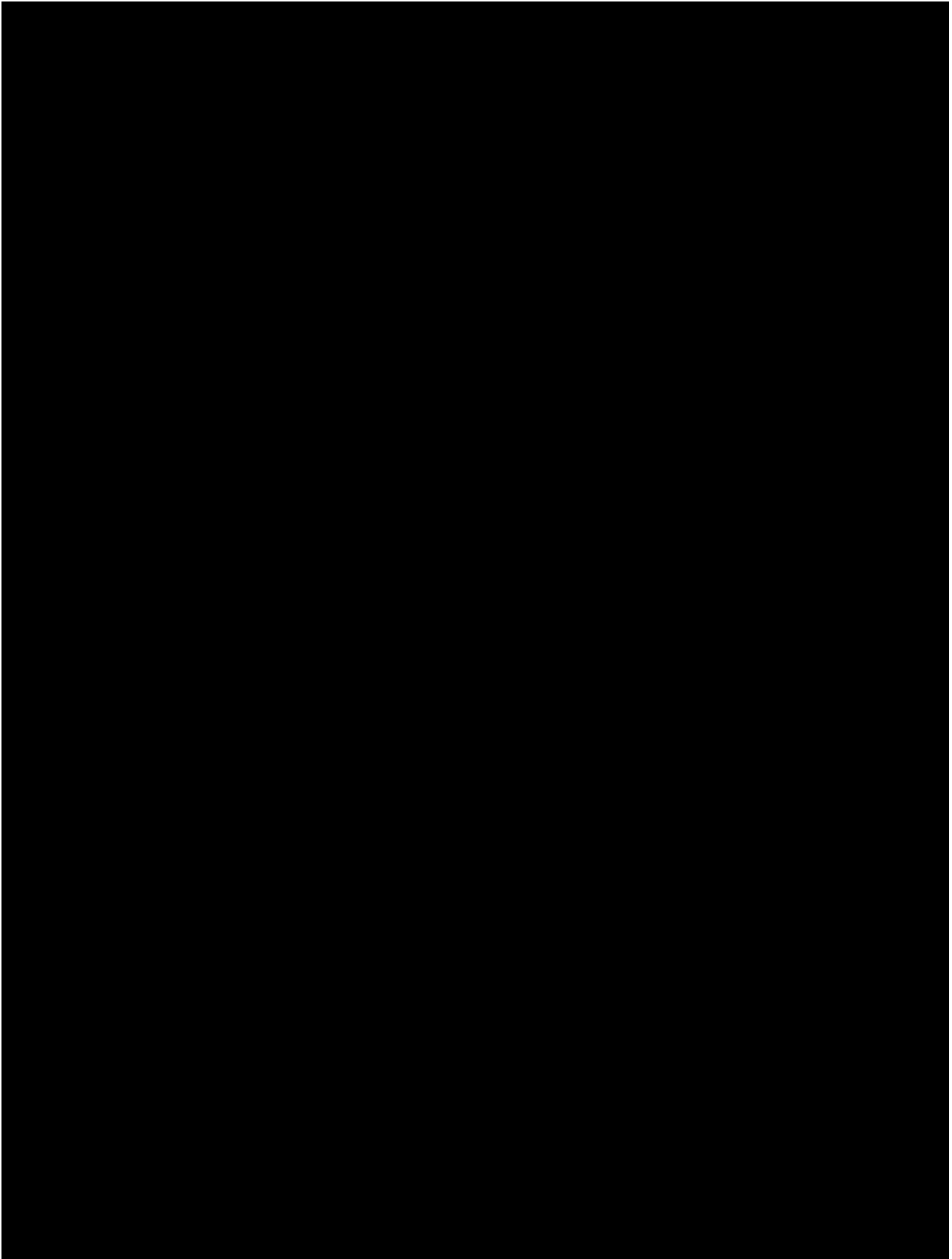
## **SCHEDULE 5**

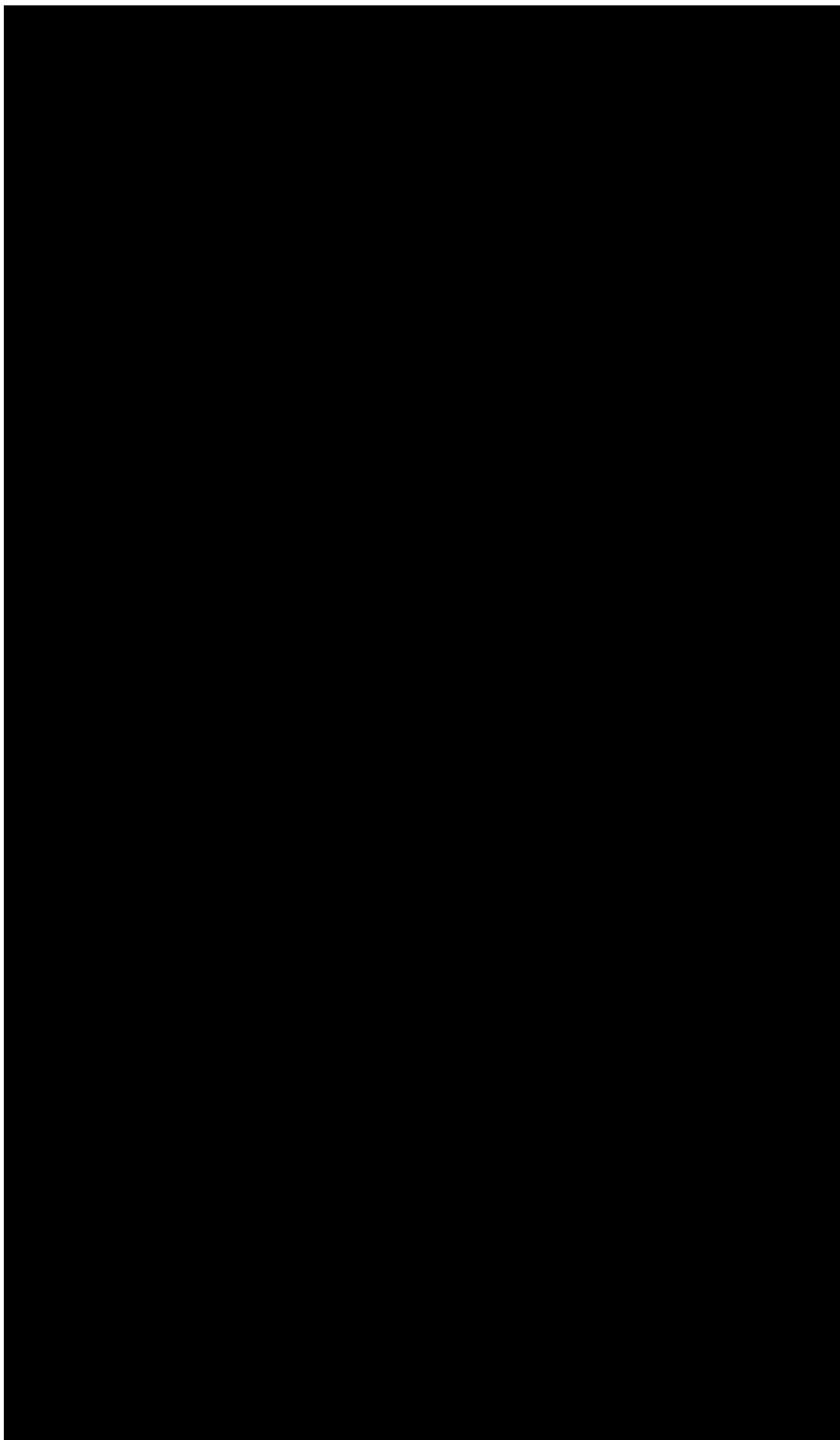
### **Amendments to Schedule A16 of the Base SDD**

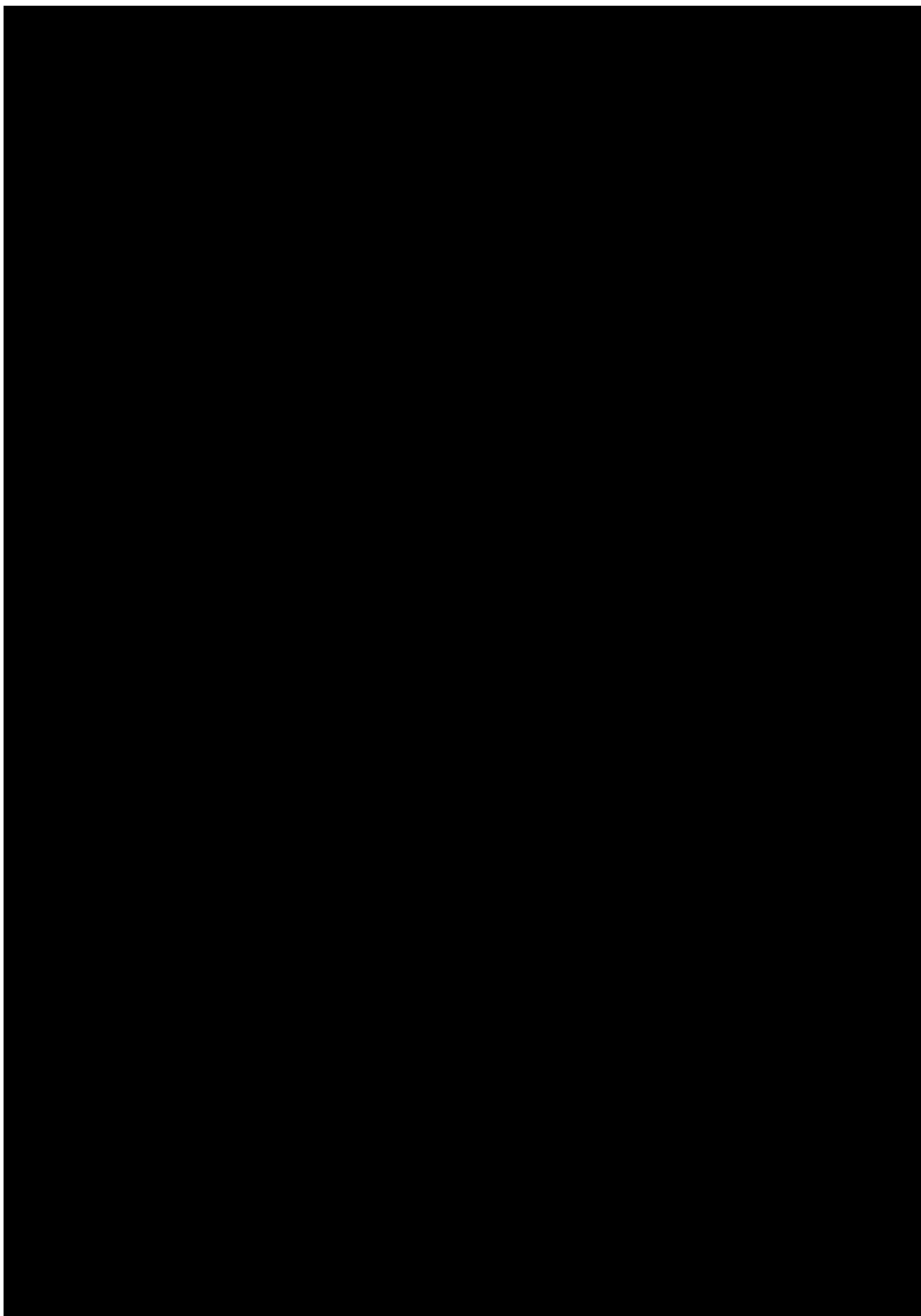
With effect on and from the Effective Date, Schedule A16 of the Base SDD is amended as follows (with text shown in underline indicating additions to the Base SDD and text shown in ~~striketrough~~ indicating deletions from the Base SDD):

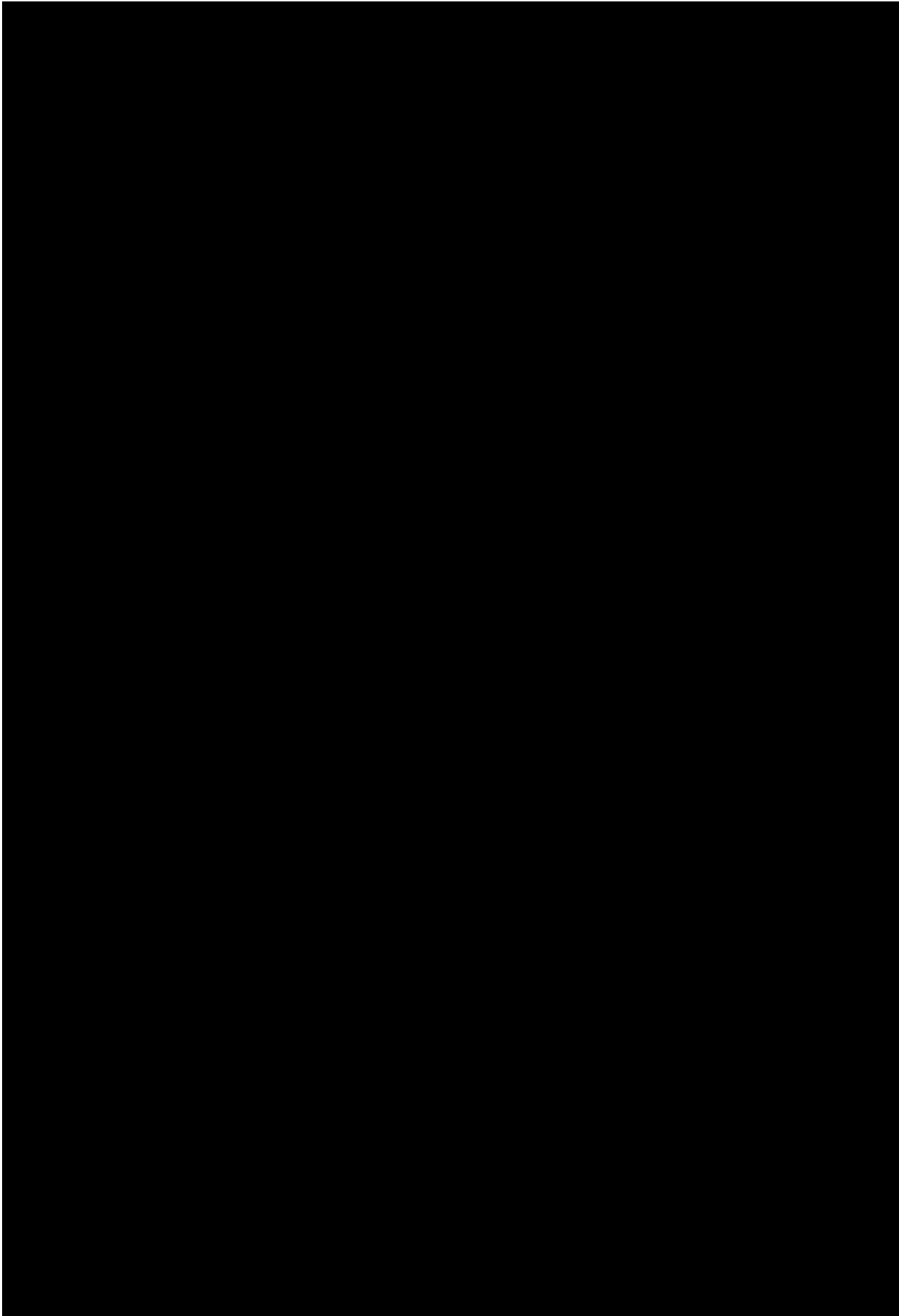
## Schedule A16 – TSE Adjustment Works

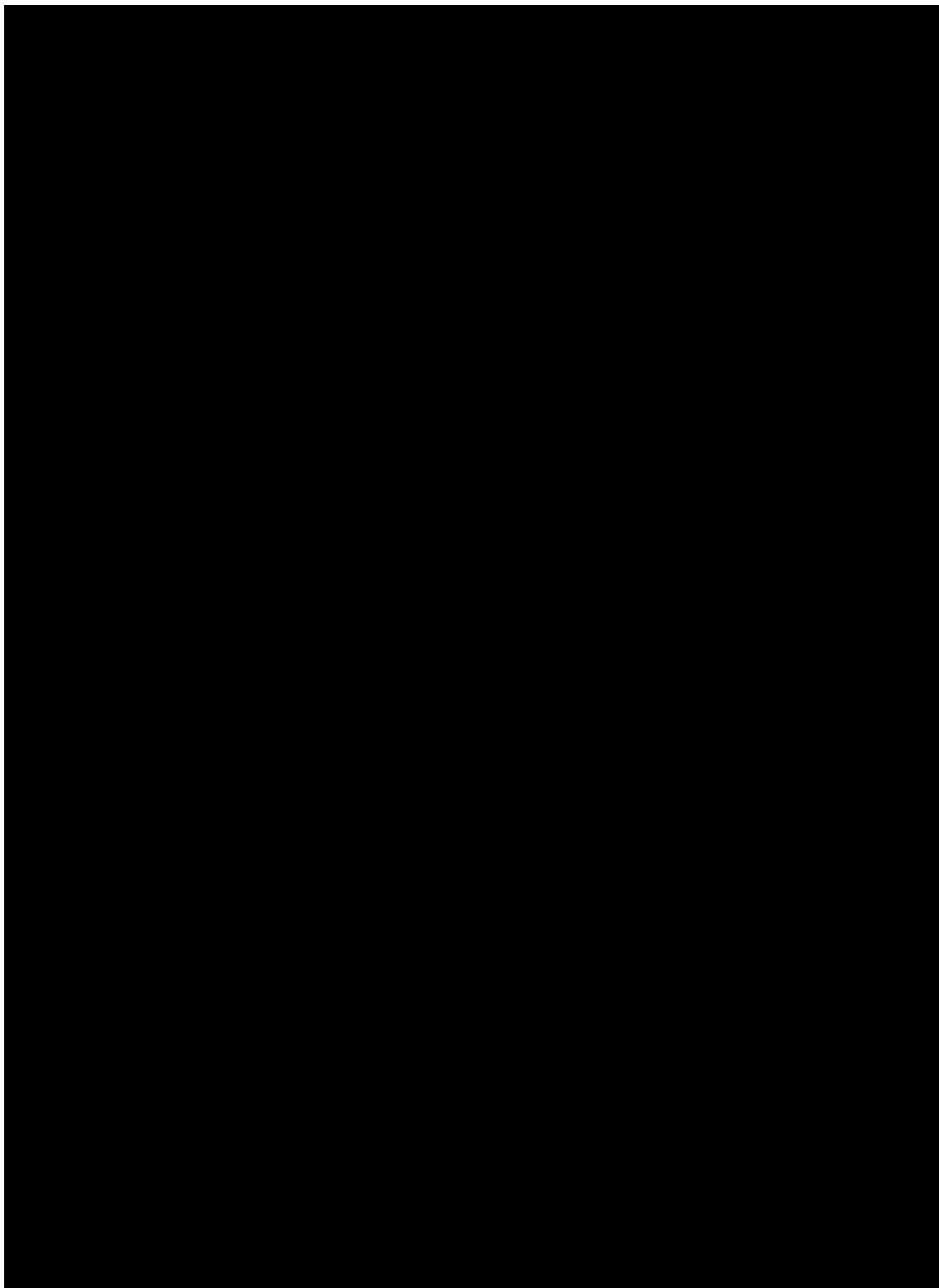
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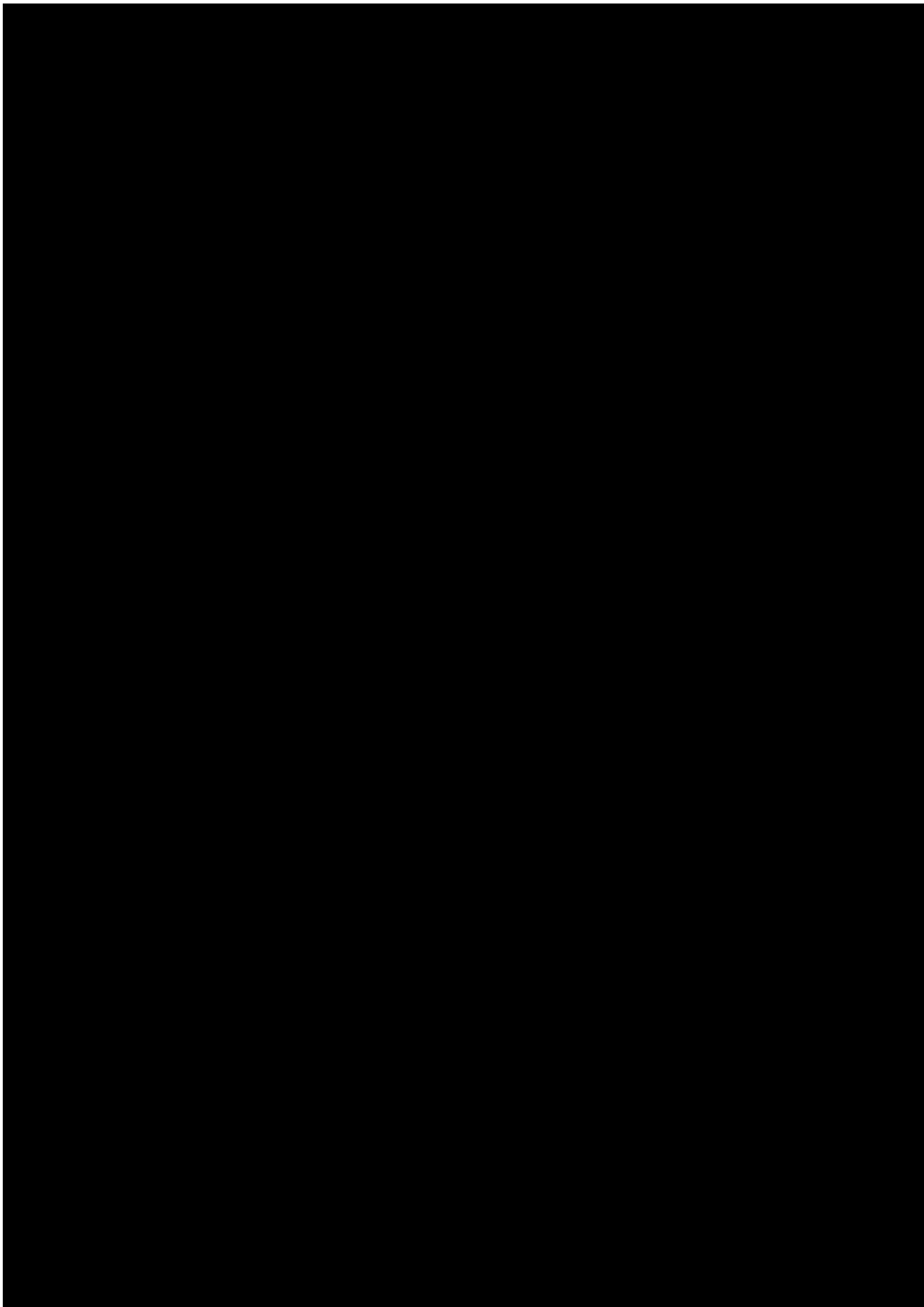


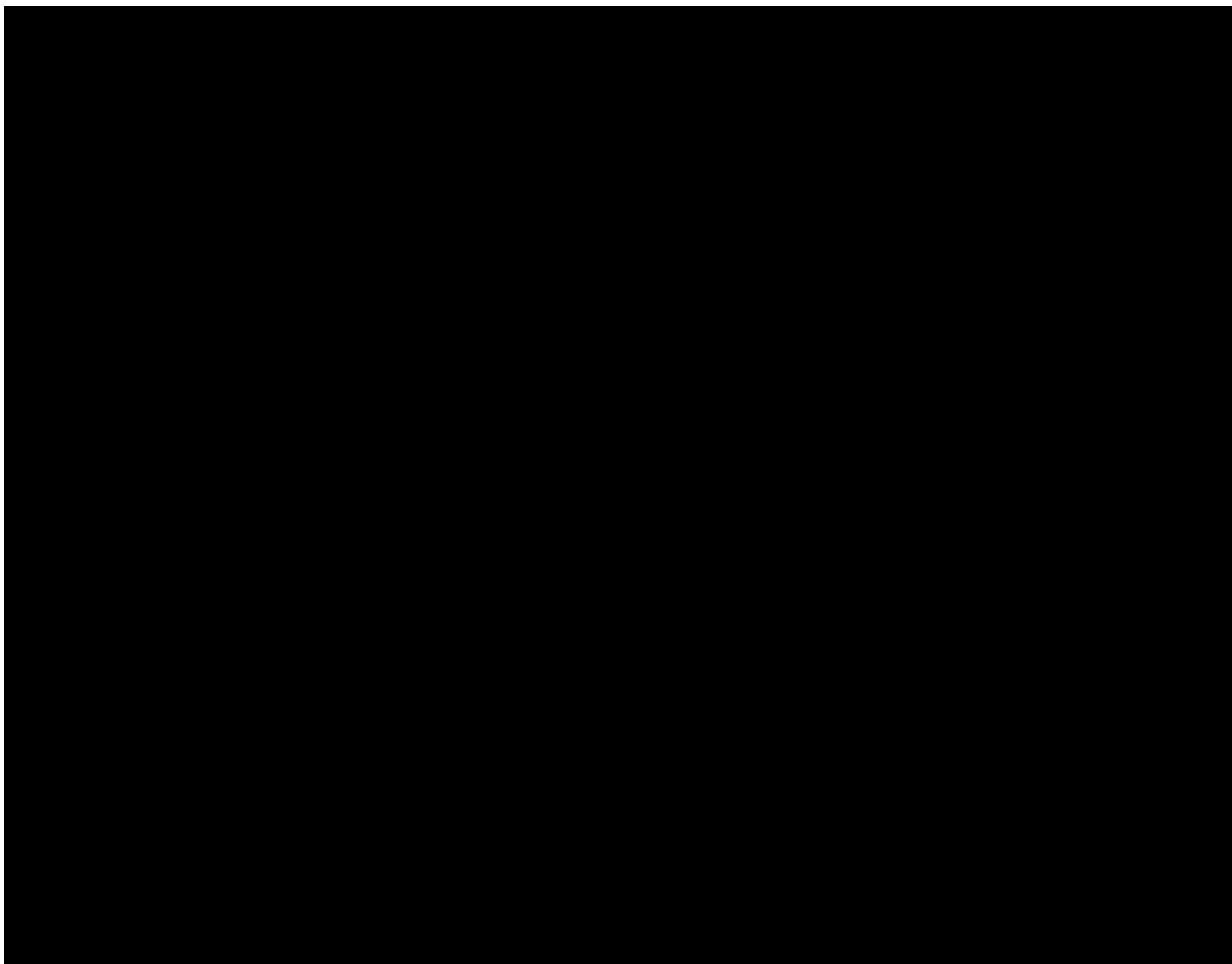




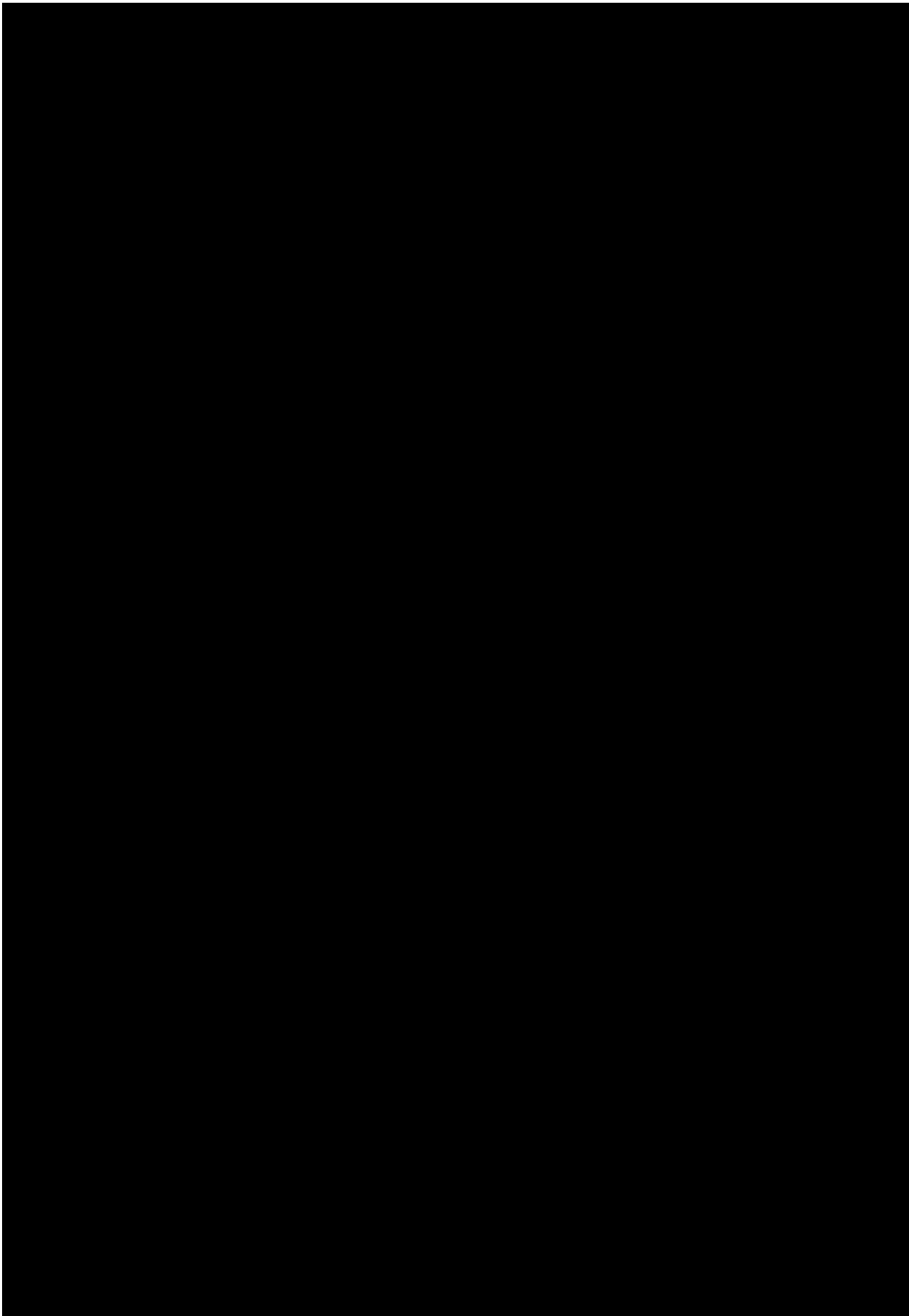


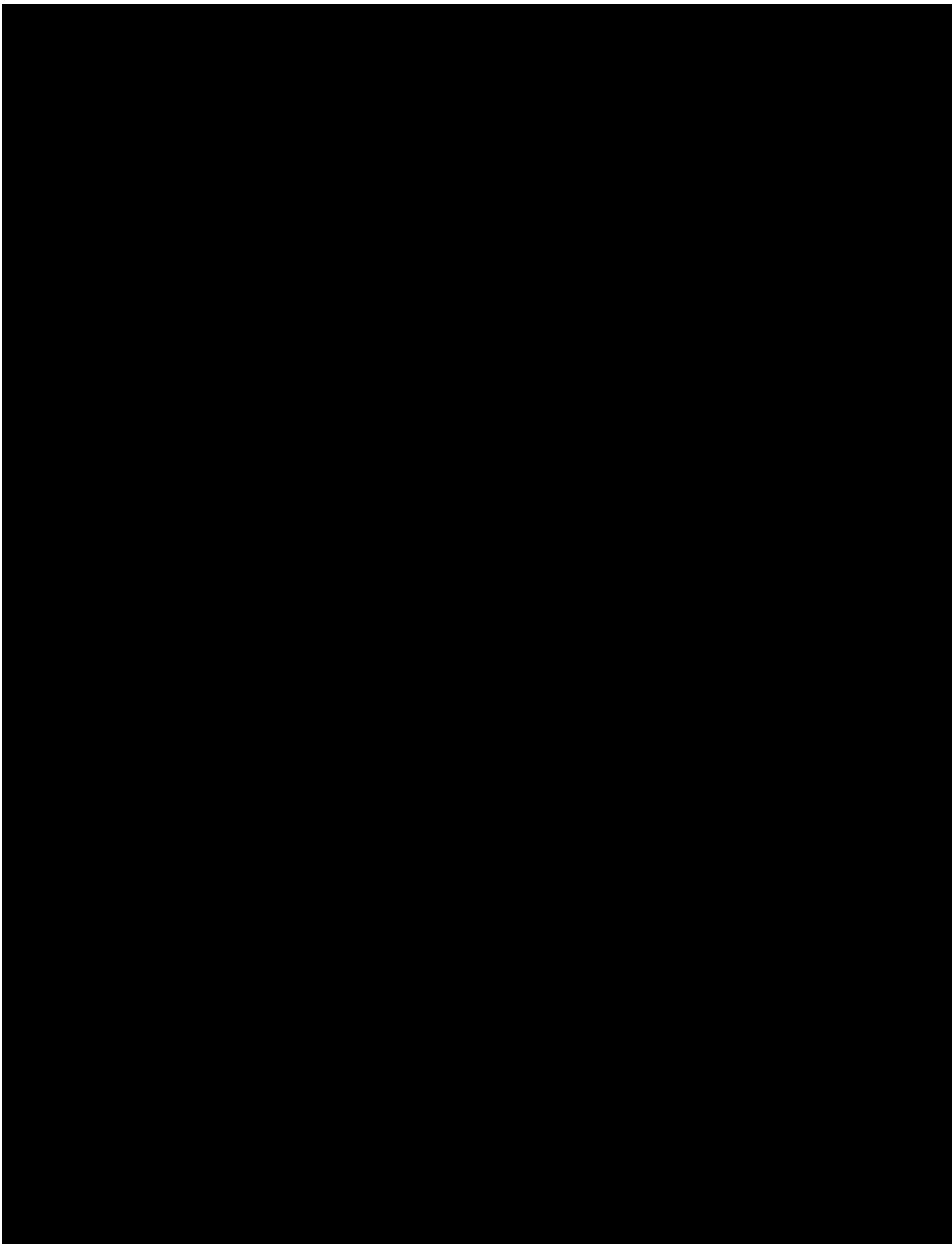


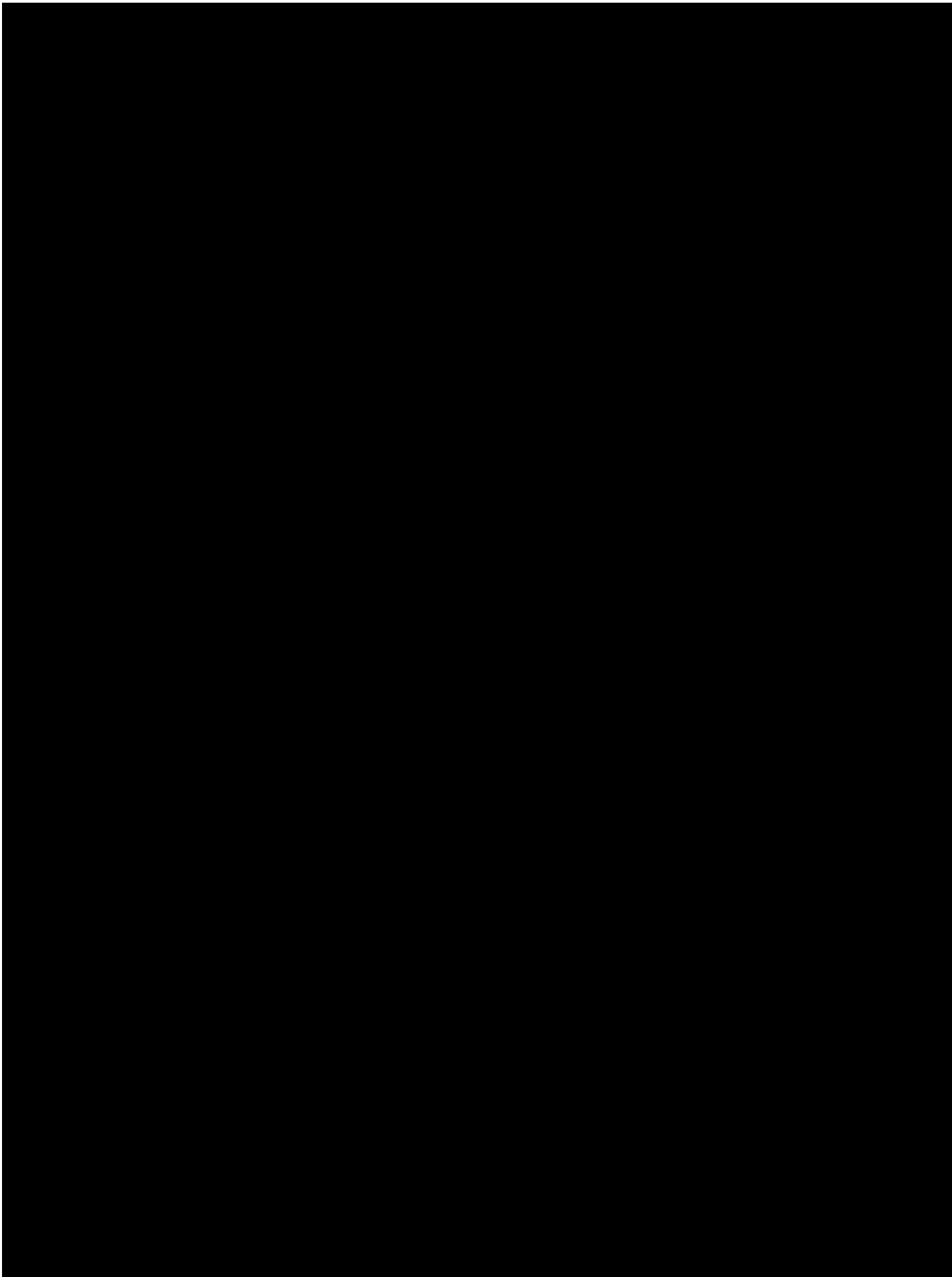


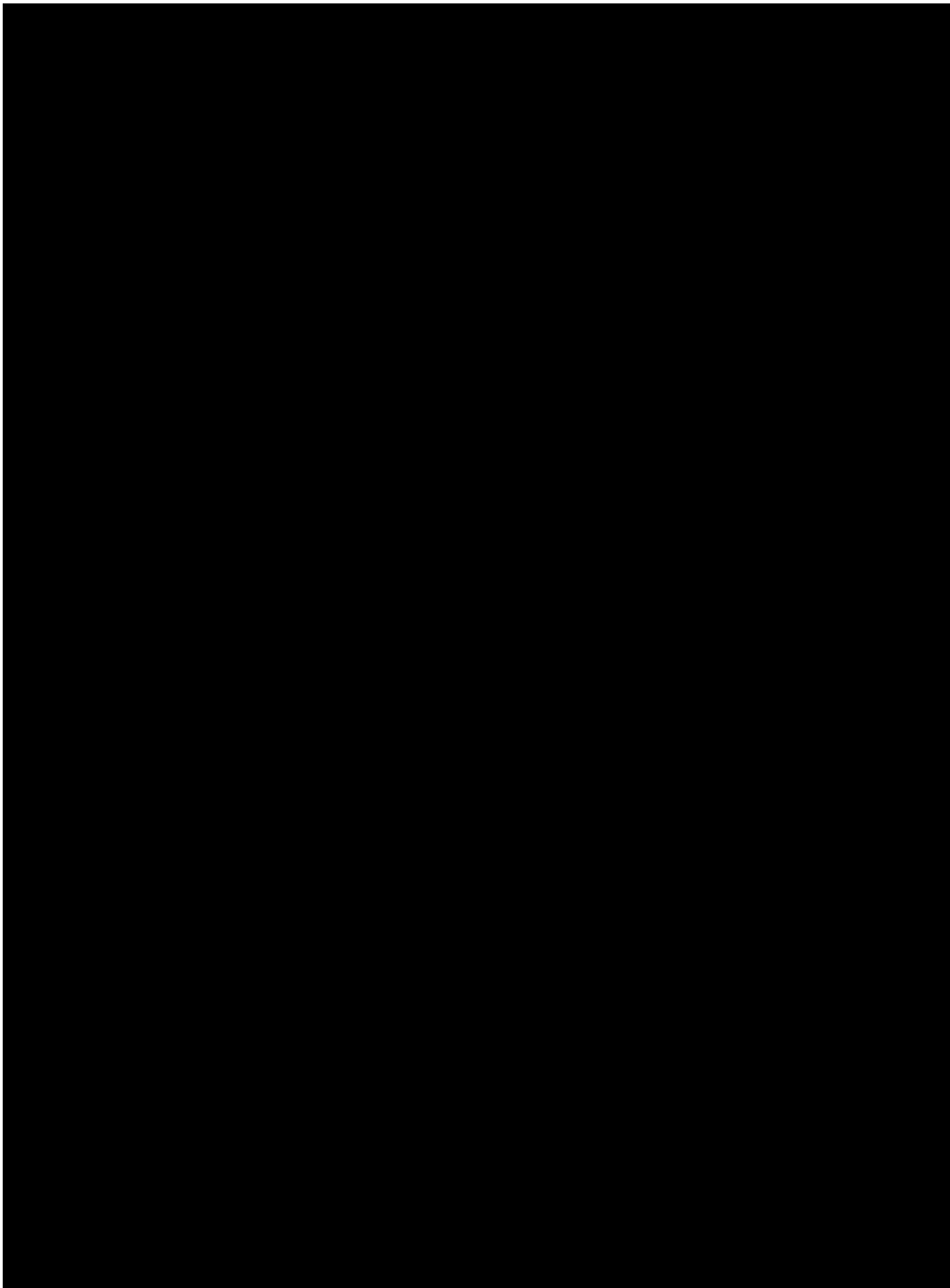


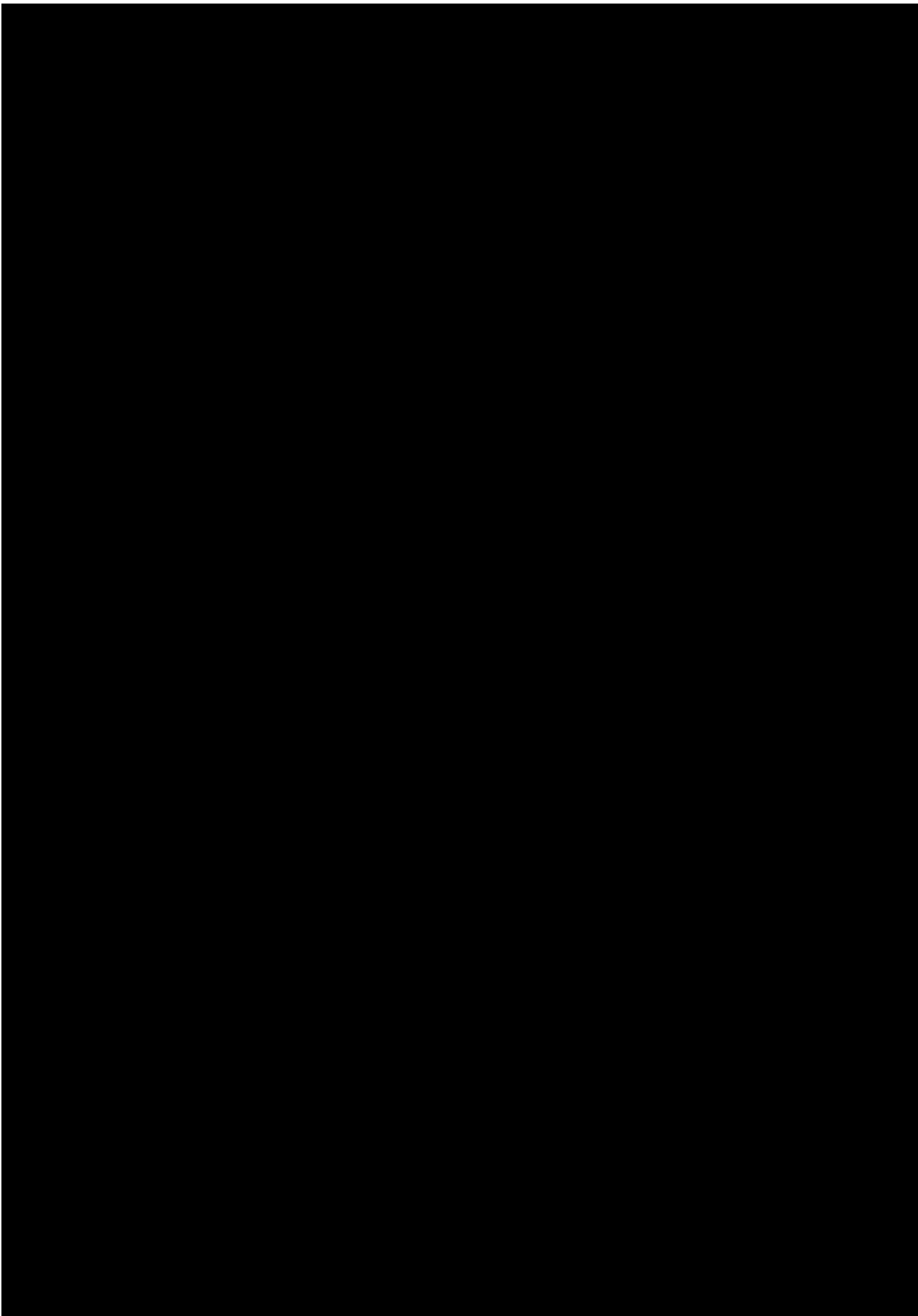


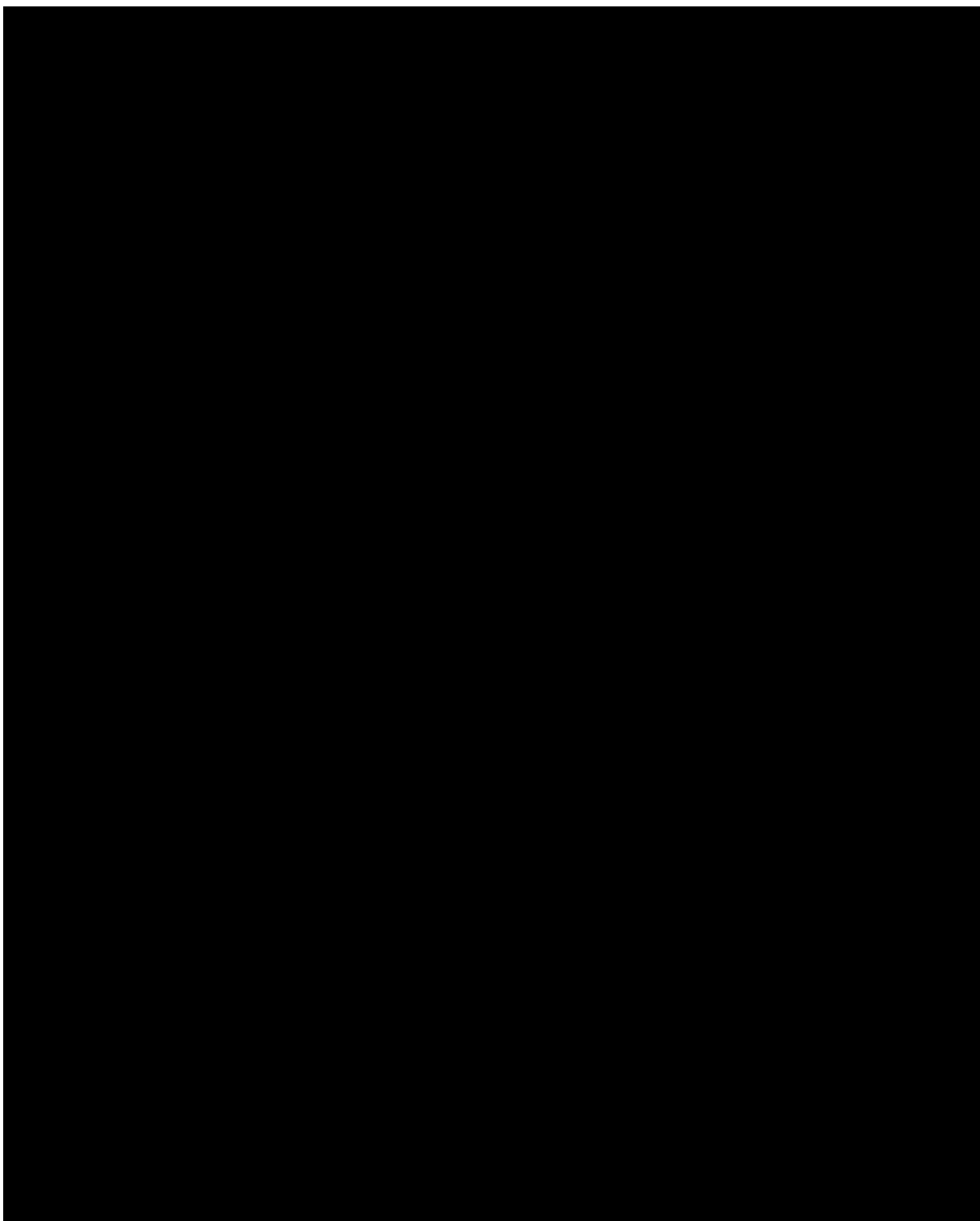


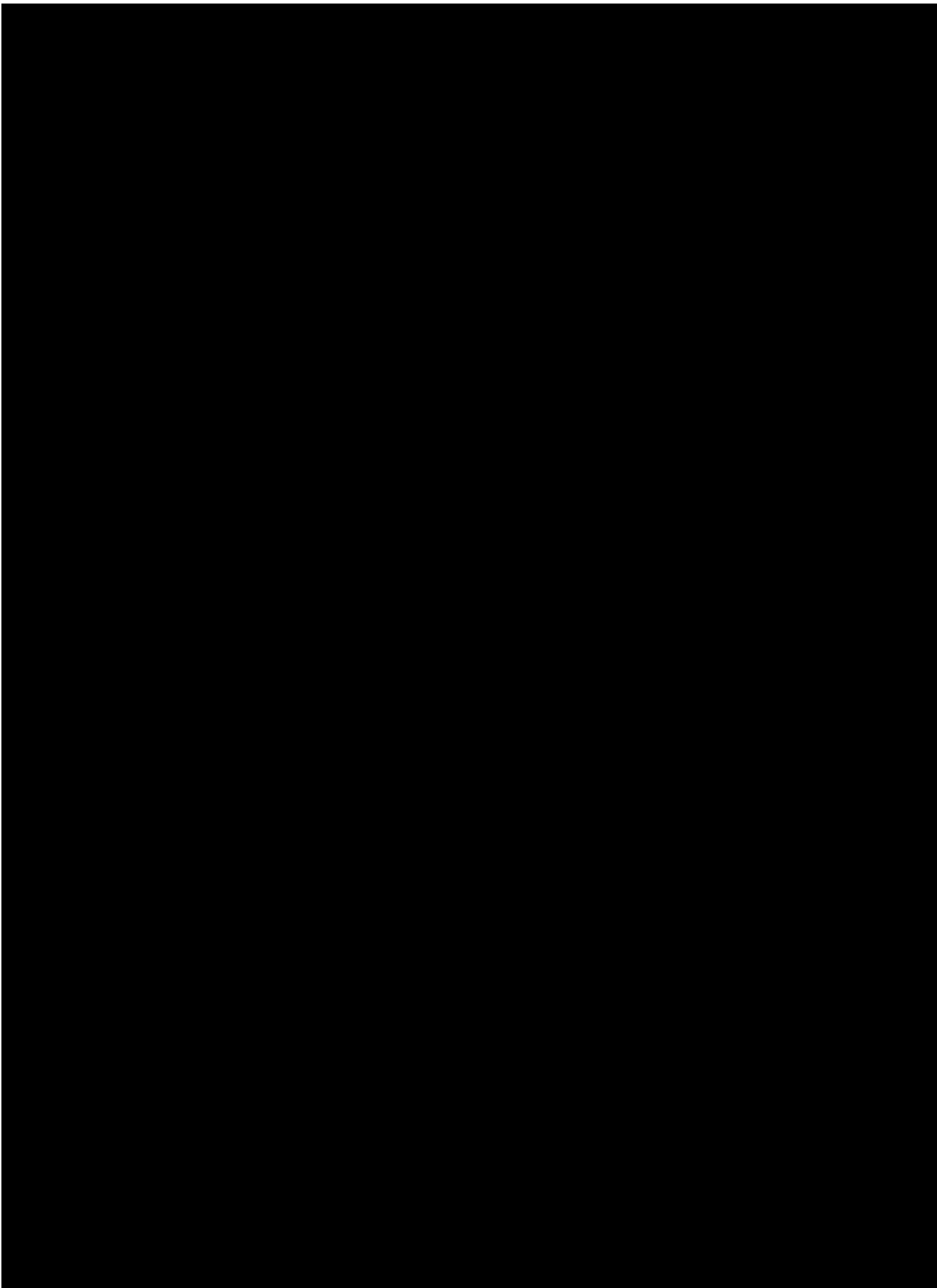


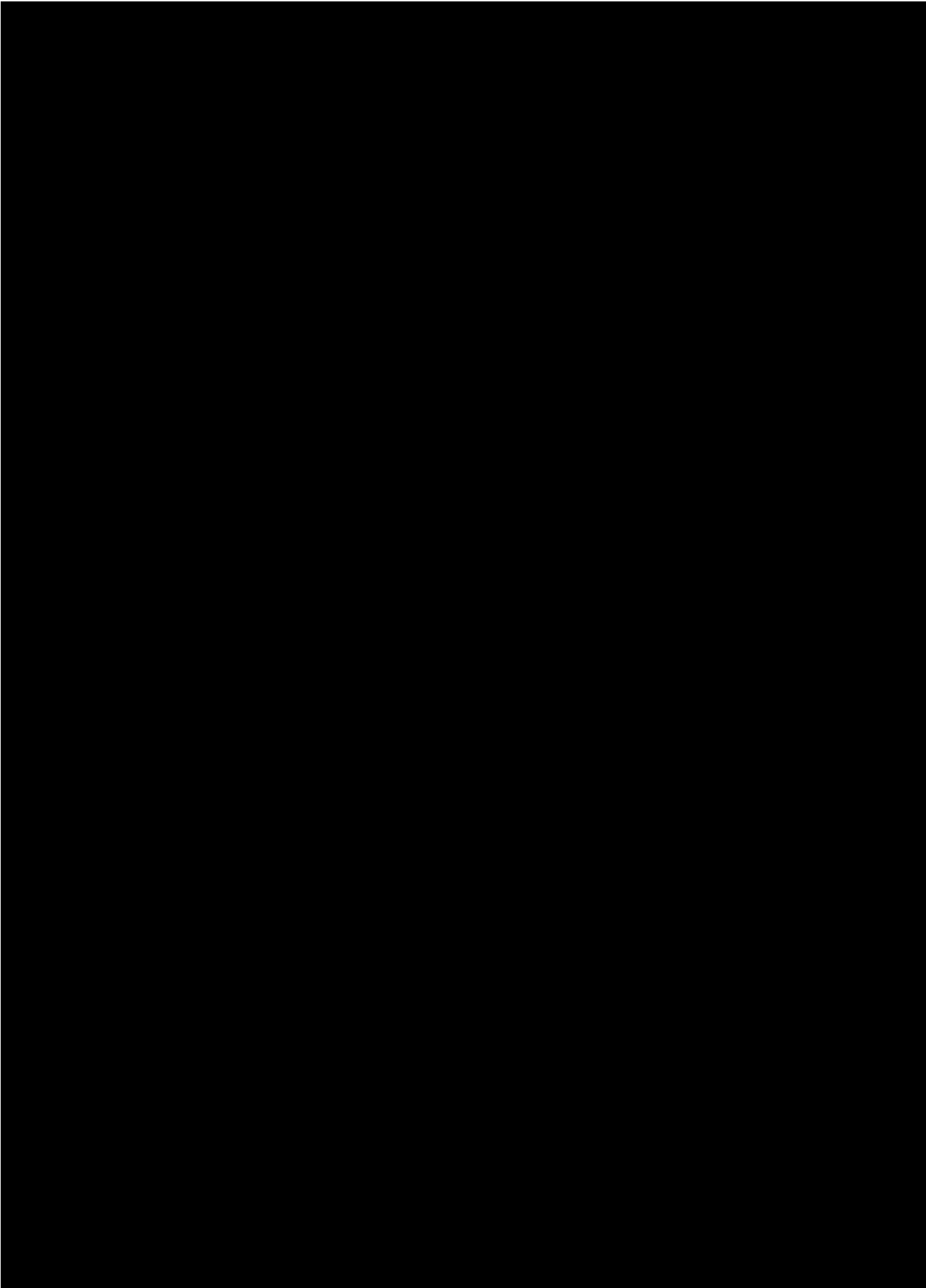














## **SCHEDULE 6**

### **Amendments to Schedule B1 of the Base SDD**

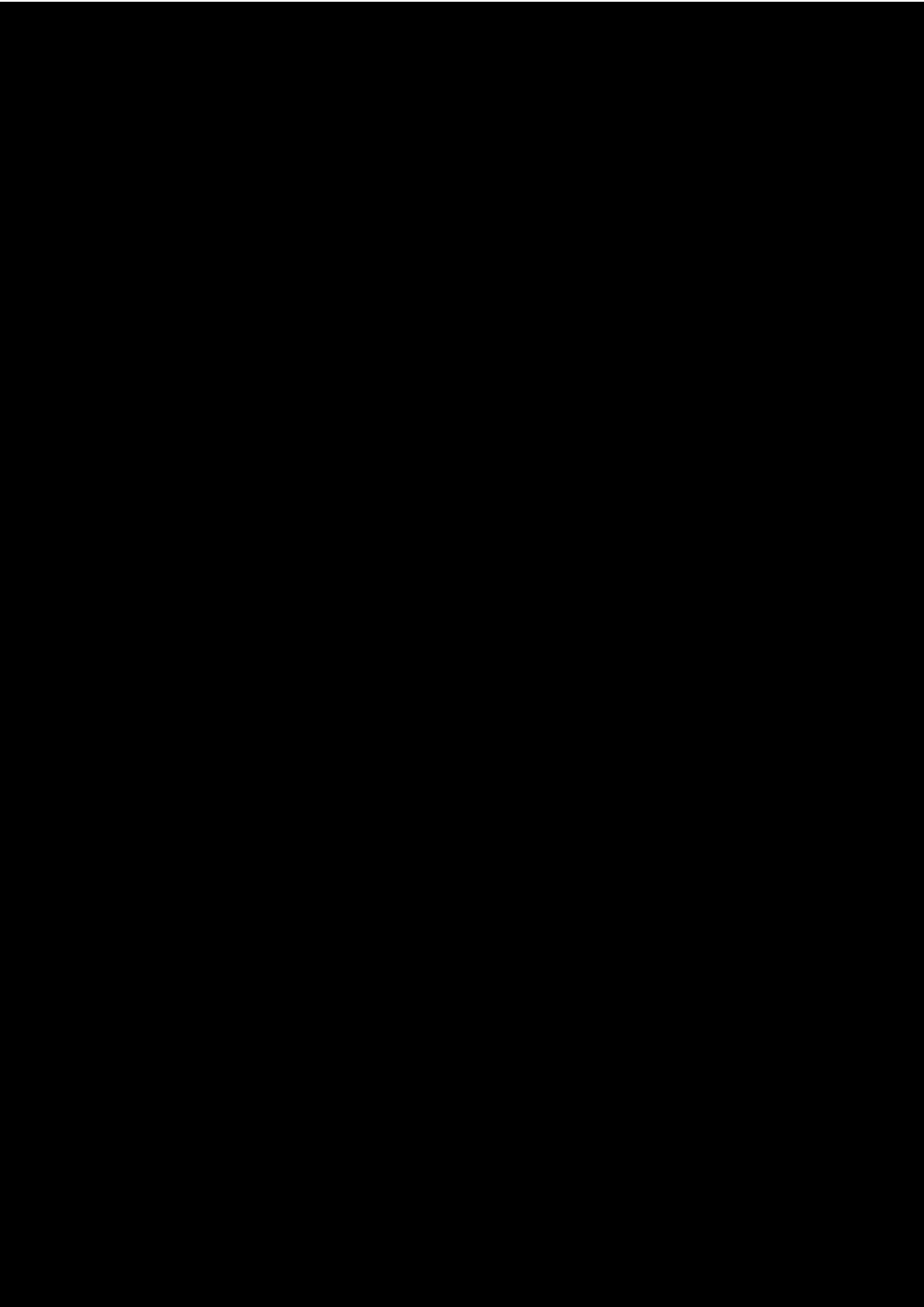
With effect on and from the Effective Date, Schedule B1 of the Base SDD is amended as follows (with text shown in underline indicating additions to the Base SDD and text shown in ~~striketrough~~ indicating deletions from the Base SDD):

**SCHEDULE B1**

**Commercially Sensitive Information**











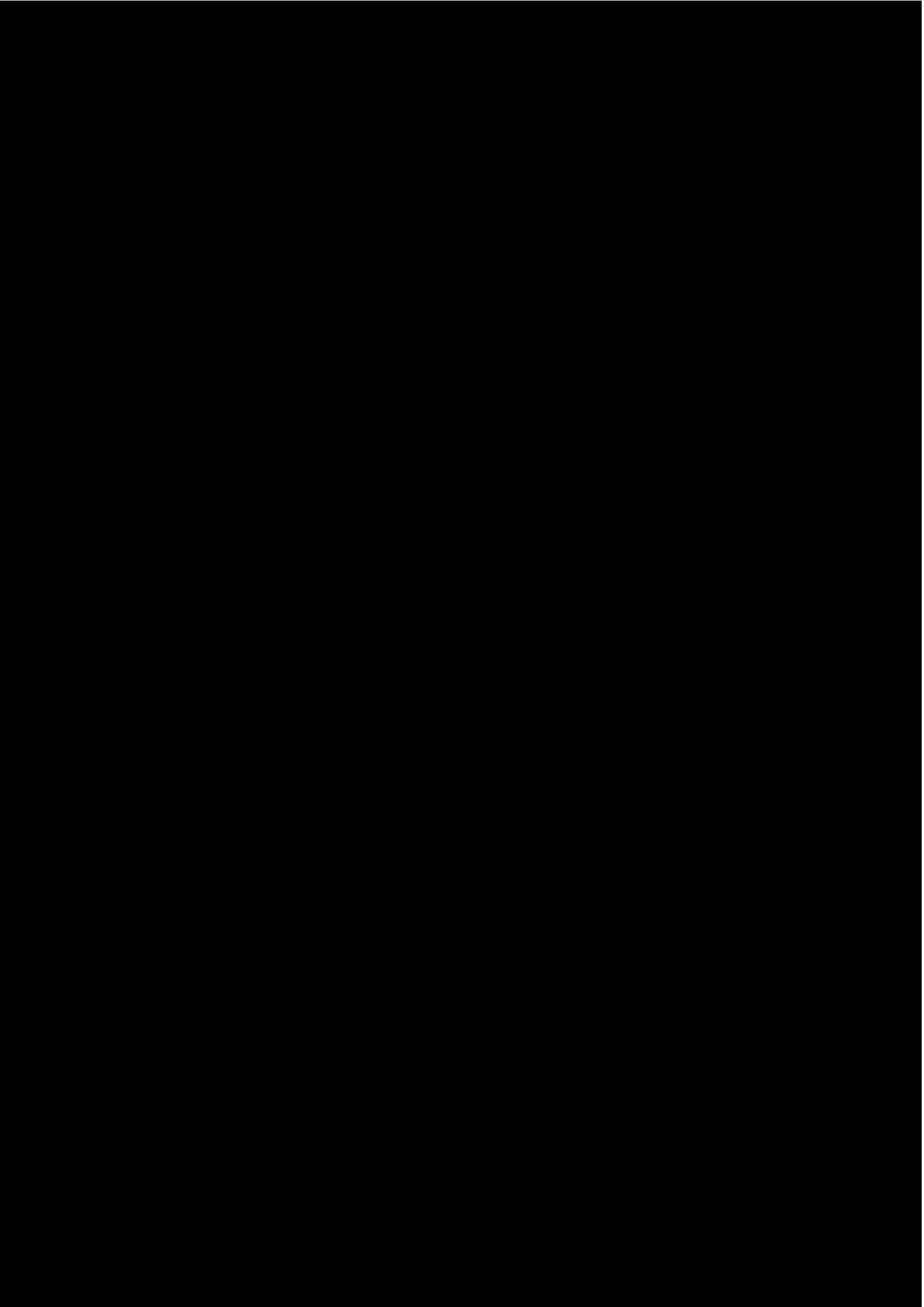


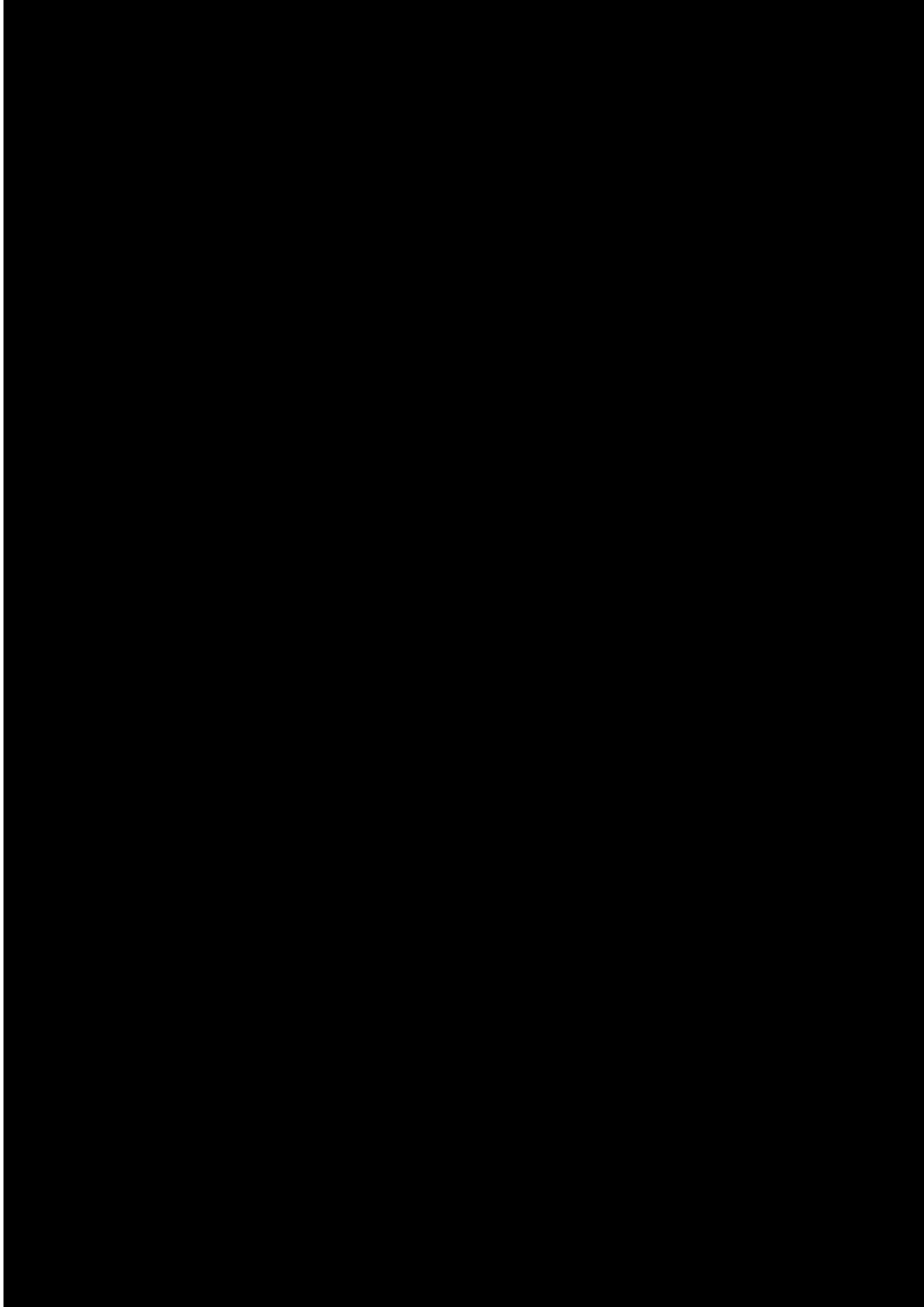


















## **SCHEDULE 7**

### **Amendments to Schedule "B" notices, certificates and templates**

With effect on and from the Effective Date, Schedules B2 to B6, B8 to B19, and B21 to B25 of the Base SDD, are amended as follows (with text shown in underline indicating additions to the Base SDD and text shown in ~~strike through~~ indicating deletions from the Base SDD).



**SCHEDULE B2**  
**Macquarie's Certificate – Construction Completion**

**To:** Principal's Representative and the Independent Certifier  
**From:** Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about **[insert]**, as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 27.1(d) of the SDD, we hereby certify that Construction Completion of Portion **[insert number]** has been achieved by Macquarie on **[insert date]** in accordance with the terms and conditions of the SDD.

.....

**[insert name]**  
Signed for and on behalf of Macquarie Group Limited

**SCHEDULE B3**  
**Quality Manager's Certificate – Construction Completion**

**To:** Principal's Representative

**From:** [*insert name*] (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 22.2(c)(iii) of the SDD, I hereby certify in relation to Portion [*insert number*] that:

- (a) ~~Macquarie has complied with and satisfied~~ the requirements of section 5.5 of the SWTC were complied with and satisfied;
- (b) ~~Macquarie has completed~~ construction was completed in accordance with the Design Documentation ~~it~~ which Macquarie was entitled to use for construction purposes under clause 20.11(a) of the SDD, subject to Minor Defects, Agreed Defects and Accepted Defects;
- (c) the release of all Hold Points has been undertaken in accordance with the SDD; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the SDD.

.....

Signed by [Quality Manager]

**SCHEDULE B4  
Notice of Construction Completion**

**[ON INDEPENDENT CERTIFIER LETTERHEAD]**

[*insert date*]

Sydney Metro (ABN 12 354 063 515) (**Principal**)  
Level 43, 680 George Street  
Sydney NSW 2000

Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)  
Level 6, 50 Martin Place  
Sydney NSW 2000

Dear [*insert name*]

**NOTICE OF CONSTRUCTION COMPLETION  
Sydney Metro City & Southwest  
Martin Place Metro Station Project: Station Delivery Deed  
Project Works - Portion [*insert number*]**

This Notice of Construction Completion is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this notice.

In accordance with clause 27.1(e)(i)(A) of the SDD, the Independent Certifier confirms that Construction Completion of Portion [*insert number*] has been achieved. The Date of Construction Completion of Portion [*insert number*] is [*insert date*].

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

This Notice of Construction Completion does not relieve Macquarie of its obligation to correct Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 30 of the SDD and to complete any other outstanding obligations under the SDD.

Yours sincerely

.....

Signed for and on behalf of [Independent Certifier]

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

<b>No. Minor Defects</b>	
<b>No. Agreed Defects</b>	
<b>No. Accepted Defects</b>	

**SCHEDULE B5  
Notice of Milestone Achievement**

**[ON INDEPENDENT CERTIFIER LETTERHEAD]**

[*insert date*]

Sydney Metro (ABN 12 354 063 515) (**Principal**)  
Level 43, 680 George Street  
Sydney NSW 2000

Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)  
Level 6, 50 Martin Place  
Sydney NSW 2000

Dear [*insert name*]

**NOTICE OF MILESTONE ACHIEVEMENT  
Sydney Metro City & Southwest  
Martin Place Metro Station Project: Station Delivery Deed  
Project Works - Milestone [*insert number*]**

This Notice of Milestone Achievement is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this notice.

In accordance with clause 25.1(e)(i) of the SDD, the Independent Certifier confirms that Milestone Achievement of Milestone [*insert number*] has been achieved. The Date of Milestone Achievement of Milestone [*insert number*] is [*insert date*].

Yours sincerely

.....

Signed for and on behalf of the [Independent Certifier]

**SCHEDULE B6**  
**Independent Certifier's Certificate – Defects Correction Period**

**To:** Principal's Representative

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

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(d) of the SDD, the Independent Certifier certifies that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, as at the date of expiration of the last Defects Correction Period:

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

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

**SCHEDULE B8**  
**Macquarie's Certificate – Design ([Revised Design Stage 1 / Design Stage 2])**

**To:** Principal's Representative

**From:** Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [insert], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 20.6(a) of the SDD, Macquarie certifies that the **attached** Design Documentation for **[Revised Design Stage 1 / Design Stage 2]** complies with all requirements of the SDD, including the SWTC.

.....

**[insert name]**

Signed for and on behalf of Macquarie Group Limited

**SCHEDULE B9**

**Macquarie's and D&C Contractor's Certificate – Design (Design Stage 3)**

**To:** Principal's Representative

**From:** Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**); and  
Lendlease Building Pty Limited (ABN 97 000 098 162) (the **D&C Contractor**).

This certificate is given in accordance with:

- (a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [*insert*], as amended from time to time (**SDD**); and
- (b) in respect of the certification in Section B, the deed entitled [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

In relation to the Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. [REDACTED]  
[REDACTED]

<b>SECTION A</b>	
<b>[NOTE: This section to be completed by Macquarie]</b>	
In accordance with the terms of clause 20.6(b)(i)(A) of the SDD, Macquarie certifies that the <b>attached</b> Design Documentation:	
(a) complies with all requirements of the SDD, including the SWTC; and	
(b) is suitable for construction.	
Signed for and on behalf of Macquarie by:	
Signature:	
Name:	
Position:	
Date:	



**SECTION B**

**[NOTE: This section to be completed by the D&C Contractor]**

In accordance with the terms of clause 20.6(b)(i)(A) of [REDACTED] on behalf of the Subcontractors which prepared the Design Documentation, certifies that the **attached** Design Documentation complies with all requirements of the [REDACTED], including the SWTC (as defined under the Project Deed).

Signed for and on behalf of the [REDACTED] by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B10**  
**Proof Engineer's Certificate**

**To:** Principal's Representative;  
Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**);  
DevCo's Representative (as that term is defined in the D&C Contract); and  
Lendlease Building Pty Limited (ABN 97 000 098 162) (the **D&C Contractor**).

**Cc:** Independent Certifier ~~and the Builder's Independent Certifier~~

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

This certificate is given in accordance with:

- (a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about **[insert]**, as amended from time to time (**SDD**); and
- (b) in respect of the certification in Section B, the deed entitled "Martin Place Metro Station Project: Station D&C Contract" entered into between Skylight Dev Co Pty Limited (ABN 43 627 172 445) and (jointly and severally) the D&C Contractor and Lendlease Engineering Pty Limited (ABN 40 000 201 516) on or about **[insert]**, and novated to the D&C Contractor on or about **[insert]**, as amended from time to time (**Station D&C Contract**).

In relation to the Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. In relation to Section B of this certificate, words defined in the Station D&C Contract have the same meaning in Section B of this certificate.

**SECTION A**

In accordance with the terms of clause 20.6(b)(ii) of the SDD, we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 4.5(c)(i) of the SDD of the following elements of the Proof Engineered Temporary Works:
  - (i) **[insert description of relevant elements of the Proof Engineered Temporary works]**.
- (b) certify that those elements of the Proof Engineered Temporary Works identified in the **attached** Design Documentation:
  - (i) are adequate and suitable for their intended purpose; and
  - (ii) comply with the requirements of the SDD (including the SWTC).

**SECTION B**

In accordance with the terms of clause 20.6(b)(ii) of the Station D&C Contract, we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 4.5(c)(i) of the Station D&C Contract of the following elements of the Proof Engineered Temporary Works:
  - (i) ***[Insert description of relevant elements of the Proof Engineered Temporary works]***
- (b) certify that those elements of the Proof Engineered Temporary Works identified in the **attached** Design Documentation:
  - (i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the Station D&C Contract; and
  - (ii) comply with the requirements of the Station D&C Contract (including the SWTC as that term is defined in the Project Deed).

.....

Signed for and on behalf of [Proof Engineer]

**SCHEDULE B11**  
**Independent Certifier's Certificate – Design**

**To:** Principal's Representative  
Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)  
**[ [insert name] (ABN [insert ABN]) (Operator) ]**

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

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [insert], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 20.8(b)(ii)(B)(bb) of the SDD, we hereby certify that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed, the **attached** Design Documentation complies with all the requirements of the SDD (including the SWTC) except for the Minor Non-Compliances identified in the **attached** list.

.....

Signed for and on behalf of  
[Independent Certifier]

**ATTACHMENT A**

**List of Minor Non-Compliances**

<b>No.</b>	<b>Minor Non-Compliance</b>	<b>Recommended action to be taken by Macquarie to address Minor Non-Compliance</b>

**SCHEDULE B12**

**Macquarie's and the D&C Contractor's Certificate – As-Built Drawings**

**Section A of this certificate is given:**

**To:** Principal's Representative

**From:** Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

**Section B of this certificate is given:**

**To:** Principal's Representative

Macquarie

DevCo's Representative (as defined in the Station D&C Contract)

**From:** Lendlease Building Pty Limited (ABN 97 000 098 162) (the **D&C Contractor**).

This certificate is given in accordance with:

- (a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [*insert*], as amended from time to time (SDD);
- (b) in respect of the certification in Section B, the deed entitled [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

In relation to the Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. [REDACTED]  
[REDACTED]

**SECTION A**

**[NOTE: This section to be completed by Macquarie]**

In accordance with the terms of clause 21.11(b)(ii)(A) of the SDD, Macquarie certifies that the attached as-built drawings for Portion [*insert number*] comply with all requirements of the SDD, including the SWTC.

Signed for and on behalf of Macquarie by:

Signature:	
Name:	
Position:	
Date:	

**SECTION B**

**[NOTE: This section to be completed by the D&C Contractor]**

In accordance with the terms of clause 21.11(b)(ii)(A) of the [REDACTED] certifies that the attached as-built drawings for Portion [*insert number*] comply with all requirements of the [REDACTED], including the SWTC (as defined in the Project Deed).

Signed for and on behalf of the [REDACTED] by:

Signature:	
Name:	
Position:	
Date:	

**SCHEDULE B13**  
**Quality Manager's Certificate – Mobilisation**

**To:** Principal's Representative

**From:** [*insert name*] (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(c)(i) of the SDD, I hereby certify:

- (a) ~~that Macquarie's the~~ Quality Management System under implemented pursuant to clause 22.1 of the SDD is in accordance with Appendix 58 to the SWTC and AS/NZS ISO 9001 Quality management systems - Requirements; and
- (b) the effectiveness and integrity of ~~Macquarie's the~~ D&C Contractor's quality system to achieve conformance with the requirements of the SDD.

.....

Signed by  
[Quality Manager]



**SCHEDULE B14**  
**Quality Manager's Certificate – Progressive**

**To:** Principal's Representative  
**From:** *[insert name]* (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]*, as amended from time to time (SDD).

Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(c)(ii) of the SDD, I hereby certify that between the following dates ***[Insert dates of preceding 3 month period]***:

- (a) ~~Macquarie's~~ the Quality Management System implemented pursuant to ~~under~~ clause 22.1 of the SDD was in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of ~~Macquarie's~~ such Quality Management System were in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (c) ~~Macquarie complied with and satisfied~~ the requirements of section 5.5 of the SWTC were complied with and satisfied by Macquarie (or the D&C Contractor acting on Macquarie's behalf);
- (d) the release of Hold Points was undertaken in accordance with the SDD;
- (e) the design, construction, inspection, repairs and monitoring by Macquarie was undertaken in accordance with the SDD;
- (f) that documentation was recorded and submitted to the Principal's Representative and the Independent Certifier in accordance with the SDD; and
- (g) the effectiveness and integrity of ~~Macquarie's~~ the quality system in achieving conformance with the requirements of the SDD.

.....

Signed by the [Quality Manager]

**SCHEDULE B15**  
**Quality Manager's Certificate – Defects Correction Period**

**To:** Principal's Representative

**From:** *[insert name]* (Quality Manager)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about *[insert]*, as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(c)(v) of the SDD, I hereby certify that as at the date of expiration of the last Defects Correction Period as defined in the SDD:

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

.....

Signed by [Quality Manager]

**SCHEDULE B16**  
**Environmental Manager's Certificate**

**To:** Principal's Representative

**From:** [*insert name*] (**Environmental Manager**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 22.2(e) of the SDD, I hereby certify that between the following dates [*Insert dates of preceding 3 month period*]:

- (a) ~~Macquarie's the D&C Contractor's~~ Corporate Environmental Management System was in accordance with AS/NZS ISO 14001;
- (b) any Subcontractors' Corporate Environmental Management Systems which form a part of ~~Macquarie's the D&C Contractor's~~ Corporate Environmental Management System were in accordance with AS/NZS ISO 14001;
- (c) ~~Macquarie complied with and satisfied~~ the requirements of the Principal set out in ~~Appendices 54 and Appendix 49~~ of the SWTC and in the Environmental Documents were complied with and satisfied;
- (d) the release of Hold Points was undertaken in accordance with the SDD;
- (e) the design, construction, inspection, repairs and monitoring by Macquarie was undertaken in accordance with the SDD; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the SDD.

.....

Signed by [Environmental Manager]

**SCHEDULE B17**  
**Macquarie's Certificate – Milestone Achievement**

**To:** Principal's Representative and the Independent Certifier

**From:** Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 25.1(d) of the SDD, we hereby certify that Milestone Achievement of Milestone [*insert number*] has been achieved by Macquarie on [*insert date*] in accordance with the terms and conditions of the SDD.

.....

[*insert name*]  
Signed for and on behalf of Macquarie Group Limited

**SCHEDULE B18**  
**Independent Certifier's Certificate – Completion of Local Area Works**

**To:** Principal's Representative [and Macquarie Group Limited (ABN 94 122 169 279) (Macquarie)]

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

This certificate is given in accordance with deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about [insert], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 30.7(e)(i) of the SDD, we hereby certify in relation to the Local Area Works described in the Schedule that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed as at [insert date]:

- (a) Macquarie has complied with and satisfied the requirements of section 2.2.6 of the SWTC and Appendix 6 to the SWTC;
- (b) Macquarie has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 20.11 of the SDD, subject to Minor Defects;
- (c) the release of all Hold Points has been undertaken in accordance with the SDD;
- (d) all documentation has been recorded and submitted to the Principal's Representative in accordance with the SDD; and
- (e) the construction complies with the requirements of the SDD, including the SWTC, subject to Minor Defects.

**Schedule**

**[Insert description of discrete part of the Local Area Works]**

.....

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

**SCHEDULE B19**  
**Quality Manager's Certificate – Payment Claims**

To: Principal's Representative

From: **[insert name] (Quality Manager)**

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [insert], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clause 34.4(a)(iii) of the SDD, I hereby certify that all work the subject of the **attached** progress claim by Macquarie has been executed and is in accordance with the requirements of the SDD, subject to the following:

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

.....

Signed by  
[Quality Manager]

**SCHEDULE B21**  
**Variation Impact Request And Proposal Template**  
**VARIATION IMPACT REQUEST AND PROPOSAL (VIRAP)**  
**(PRINCIPAL INITIATED VARIATION)**

This VIRAP has been designed to fulfil the requirements of clause 35 under the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [insert], as amended from time to time (SDD) and the relevant D&C Contract in relation to the relevant parties.

- Section 1 constitutes the Principal's Variation Impact Request pursuant to clause 35.1 of the SDD.
- Section 2 constitutes Macquarie's Variation Impact Proposal pursuant to clause 35.2 of the SDD.
- Section 3 (when signed) constitutes the Principal's approval or rejection of Macquarie's Variation Impact Proposal, or withdrawal of the proposed Variation, pursuant to clause 35.4 of the SDD.
- Section 4 constitutes DevCo's Variation Impact Request pursuant to clause 35.1 of the D&C Contract.
- Section 5 constitutes the relevant D&C Contractor's Variation Impact Proposal pursuant to clause 35.2 of the D&C Contract.
- Section 6 (when signed) constitutes DevCo's acceptance or rejection of the D&C Contractor's Variation Impact Proposal, or withdrawal of the proposed Variation, pursuant to clause 35.4 of the D&C Contract.

For the purposes of the SDD, only sections 1, 2 and 3 have any contractual status. Similarly, for the purposes of the D&C Contract, only sections 4, 5 and 6 have any contractual status. The Principal does not make any comment as to the accuracy of, and may not be held liable for, any information provided by any party in sections 4, 5 and 6.

This VIRAP will not give rise to any rights against the Principal, whether legal or equitable, unless and until section 3 has been signed by the Principal's Representative.

<b>SECTION 1 - PRINCIPAL'S VARIATION IMPACT REQUEST</b>			
<b>SDD No.</b>		<b>Principal's VIRAP No.</b>	
<b>Subject</b>			
<b>Subsystem</b>			
<b>Submitted By</b>		<b>Principal's Issue No.</b>	
<b>Submitted To</b>		<b>Submission Date</b>	
<b>Correspondence Ref.</b>			
<b>Contract Document Ref.</b>			
Principal Initiated Variation Variation Impact Request (Clause 35.1 of the SDD) Amendment Proposed:  Current wording:  Proposed wording (include deleted text as strikethrough text and underline new text):			
<b>Attachments</b>			
<b>Submitted by:</b>	<b>Signed:</b>	<b>Date:</b>	

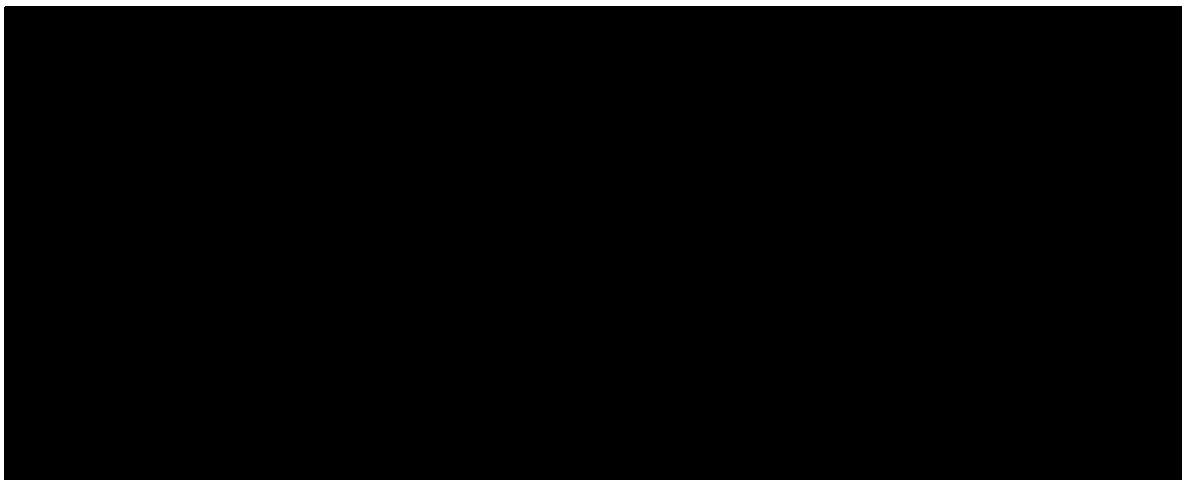


**SECTION 2 - MACQUARIE'S VARIATION IMPACT PROPOSAL****Macquarie's Variation Impact Proposal (Clause 35.2 of the SDD)**

Estimate of the third party costs Macquarie will incur in preparing a Variation Impact Proposal

**Modification Impact Proposal No.:**

- (a) the Variation Cost or Variation Savings of the proposed Variation;
- (b) the effect which the proposed Variation will have on the SDD Program (including any extension of time required to a Date for Milestone Achievement, Date for Construction Completion or Date for Completion and the measures Macquarie proposes to take to avoid, mitigate or minimise the effect of the proposed Variation on the SDD Program);
- (c) any Approvals required to implement the proposed Variation, and the effect of the proposed Variation on any existing Approvals and any OSD Planning Approval and on the ability of Macquarie or the OSD Developer to comply with those Approvals;
- (d) the effects which the proposed Variation will have on Macquarie's ability to satisfy its obligations under the a Project Document (including any warranties given by Macquarie under a Project Document) or exercise its rights under a Project Document;
- (e) any relief which Macquarie requires from its obligations under this deed to ensure that Macquarie would be left in no better and no worse position than it would be in if the Variation were not implemented;
- (f) the effect Macquarie anticipates the Variation will have on the functionality or integrity of the elements of Macquarie's Activities, the Project Works and the Temporary Works and the quality or performance standards required by a Project Document, including specific details of:
  - (i) the elements of Macquarie's Activities, the Project Works and the Temporary Works that will be affected;
  - (ii) how and to what extent the functionality or integrity of those elements will be affected; and
  - (iii) the quality or performance standards affected and how and to what extent they will be affected;
- (g) whether an OSD Variation will be required to enable the proposed Variation to be implemented or as a consequence of the proposed Variation;



(j) any other information requested by the Principal in the Variation Impact Request.

**Attachments**

<b>Submitted By:</b>	<b>Signed:</b>	<b>Date:</b>
----------------------	----------------	--------------

SECTION 3 - ELECTION BY THE PRINCIPAL				
<b>Election by the Principal (Clause 35.4 of the SDD)</b>				
<b>The Variation Impact Proposal is:</b>				
<b>ACCEPTED</b>				
<b>THE PRINCIPAL WILL NOT PROCEED WITH VARIATION</b>				
<b>REJECTED</b>				
If REJECTED pursuant to clause 35.4(b) of the SDD, the Principal requires the parties to consult to resolve any matters of Variation Impact Proposal pursuant to clause 35.7 of the SDD:	YES		NO	
<b>Notes:</b> Where this Variation Impact Proposal is <b>ACCEPTED</b> , and the Principal's Representative has signed below, this Variation Impact Proposal is a "Variation Order" under clause 35.4 of the SDD.				
<b>Principal's Representative:</b>	<b>Signed:</b>	<b>Date:</b>		
Macquarie agrees to the conditions, if any, to the Principal's approval as stated above.				
<b>Macquarie's Representative:</b>	<b>Signed:</b>	<b>Date:</b>		

**SECTION 4 - DEVCO VARIATION IMPACT REQUEST**

**DevCo Initiated Variation**

**Variation Proposal (Clause 35.1 of the D&C Contract)**

**Amendment Proposed:**

**Current wording:**

**Proposed wording (include deleted text as strikethrough text and underline new text):**

**Attachments**

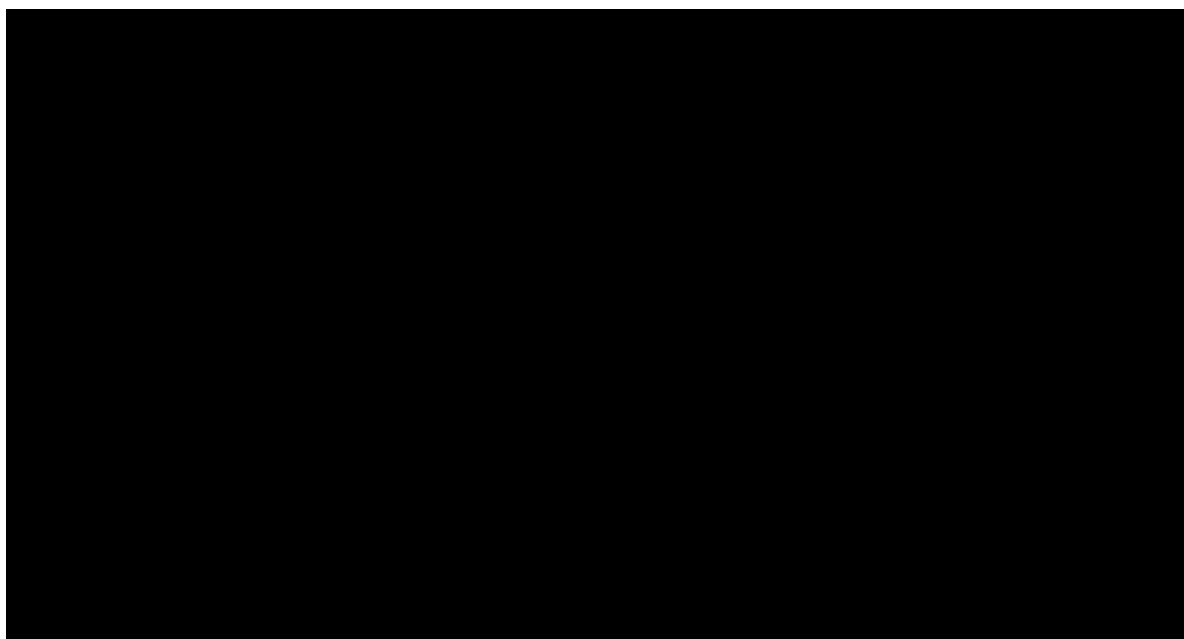
**Submitted by DevCo's Representative:**

**Signed:**

**Date:**

**SECTION 5 - D&C CONTRACTOR'S VARIATION IMPACT PROPOSAL****D&C Contractor's Variation Impact Proposal (Clause 35.2 of the D&C Contract)****Estimate of the third party costs D&C Contractor will incur in preparing a Variation Impact Proposal****Variation Impact Proposal No.:**

- (a) the Variation Cost or Variation Savings (if any) of the proposed Variation;
- (b) the effect which the proposed Variation will have on the critical path of the D&C Program (including any extension of time required to a Date for Milestone Achievement, Date for Construction Completion or Date for Completion, a Date for Completion or an Access Date) and the measures the D&C Contractor proposes to take to avoid, mitigate or minimise the effect of the proposed Variation on the D&C Program;
- (c) the Approvals required to implement the proposed Variation, and the effect of the proposed Variation on any existing Approvals and any OSD Planning Approval and on the ability of the D&C Contractor or the OSD Contractors to comply with those Approvals;
- (d) the effects which the proposed Variation will have on the D&C Contractor's ability to satisfy its obligations under a D&C Project Document (including any warranties given by the D&C Contractor under a D&C Project Document) or exercise its rights under a D&C Project Document;
- (e) any relief which is required from the D&C Contractor's obligations under the D&C Contract to ensure that the D&C Contractor would be left in no better and no worse position than it would be in if the Variation were not implemented;
- (f) the effect the D&C Contractor anticipates the Variation will have on the functionality or integrity of the elements of the D&C Contractor's Activities, the D&C Works and the Temporary Works and the quality or performance standards required by a D&C Project Document, including specific details of:
- (i) the elements of the D&C Contractor's Activities, the D&C Works and the Temporary Works that will be affected;
  - (ii) how and to what extent the functionality or integrity of those elements will be affected; and
  - (iii) the quality or performance standards affected and how and to what extent they will be affected;
- (g) whether an OSD D&C Variation will be required to enable the proposed Variation to be implemented or as a consequence of the proposed Variation;



(j) any other information requested by DevCo in the Variation Impact Request.

**Attachments**

<b>Endorsed by:</b>	<b>Signed:</b>	<b>Date:</b>
<b>Submitted by [relevant D&amp;C Contractor's] Representative:</b>	<b>Signed:</b>	<b>Date:</b>

**SECTION 6 - ELECTION BY DEVCO**

**Election by DevCo (Clause 35.4 of the D&C Contract):**

**The Variation Impact Proposal is:**

**ACCEPTED**

**DEVCO WILL NOT PROCEED WITH MODIFICATION**

**REJECTED**

If REJECTED pursuant to clause 35.4(b) of the D&C Contract, DevCo requires the parties to consult to resolve any matters of Variation Impact Proposal pursuant to clause 35.7:

YES		NO	
-----	--	----	--

**Notes:**

Where this Variation Impact Proposal is **ACCEPTED**, and DevCo's Representative has signed below, this Variation Impact Proposal is a "Variation Order" under clause 35.4 of the D&C Contract.

<b>DevCo's Representative:</b>	<b>Signed:</b>	<b>Date:</b>
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**SCHEDULE B22**

**Macquarie's Certificate – Completion**

To: Principal's Representative and the Independent Certifier

From: Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)

This certificate is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about **[insert]**, as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 28.1(d) of the SDD, we hereby certify that Completion of Portion **[insert number]** has been achieved by Macquarie on **[insert date]** in accordance with the terms and conditions of the SDD.

.....

**[insert name]**

Signed for and on behalf of Macquarie Group Limited

**SCHEDULE B23**

**Quality Manager's Certificate – Completion**

To: Principal's Representative

From: **[insert name] (Quality Manager)**

This certificate is given in accordance with deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**) on or about [insert], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 22.2(c)(iv) of the SDD, I hereby certify in relation to Portion **[insert number]** that:

- (a) ~~Macquarie has complied with and satisfied~~ the requirements of section 5.5 of the SWTC were complied with and satisfied;
- (b) ~~Macquarie has completed~~ construction has been completed in accordance with the Design Documentation ~~it was that Macquarie was~~ entitled to use for construction purposes under clause 20.11(a) of the SDD, subject to Minor Defects, Agreed Defects and Accepted Defects;
- (c) the release of all Hold Points has been undertaken in accordance with the SDD; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal's Representative in accordance with the SDD.

.....

Signed by [Quality Manager]



**SCHEDULE B24**

**Notice of Completion**

**[ON INDEPENDENT CERTIFIER LETTERHEAD]**

[*insert date*]

Sydney Metro (ABN 12 354 063 515) (**Principal**)  
Level 43, 680 George Street  
Sydney NSW 2000

Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**)  
Level 6, 50 Martin Place  
Sydney NSW 2000

Dear [*insert name*]

**NOTICE OF COMPLETION  
Sydney Metro City & Southwest  
Martin Place Metro Station Project: Station Delivery Deed  
Project Works - Portion [*insert number*]**

This Notice of Completion is given in accordance with the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between the Principal and Macquarie on or about [*insert*], as amended from time to time (SDD). Words defined in the SDD have the same meaning in this notice.

In accordance with clause 28.1(e)(i)(A) of the SDD, the Independent Certifier confirms that Completion of Portion [*insert number*] has been achieved. The Date of Completion of Portion [*insert number*] is [*insert date*].

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

This Notice of Completion does not relieve Macquarie of its obligation to correct Defects (including Minor Defects and Agreed Defects listed in this notice) under clause 30 of the SDD and to complete any other outstanding obligations under the SDD.

Yours sincerely

.....

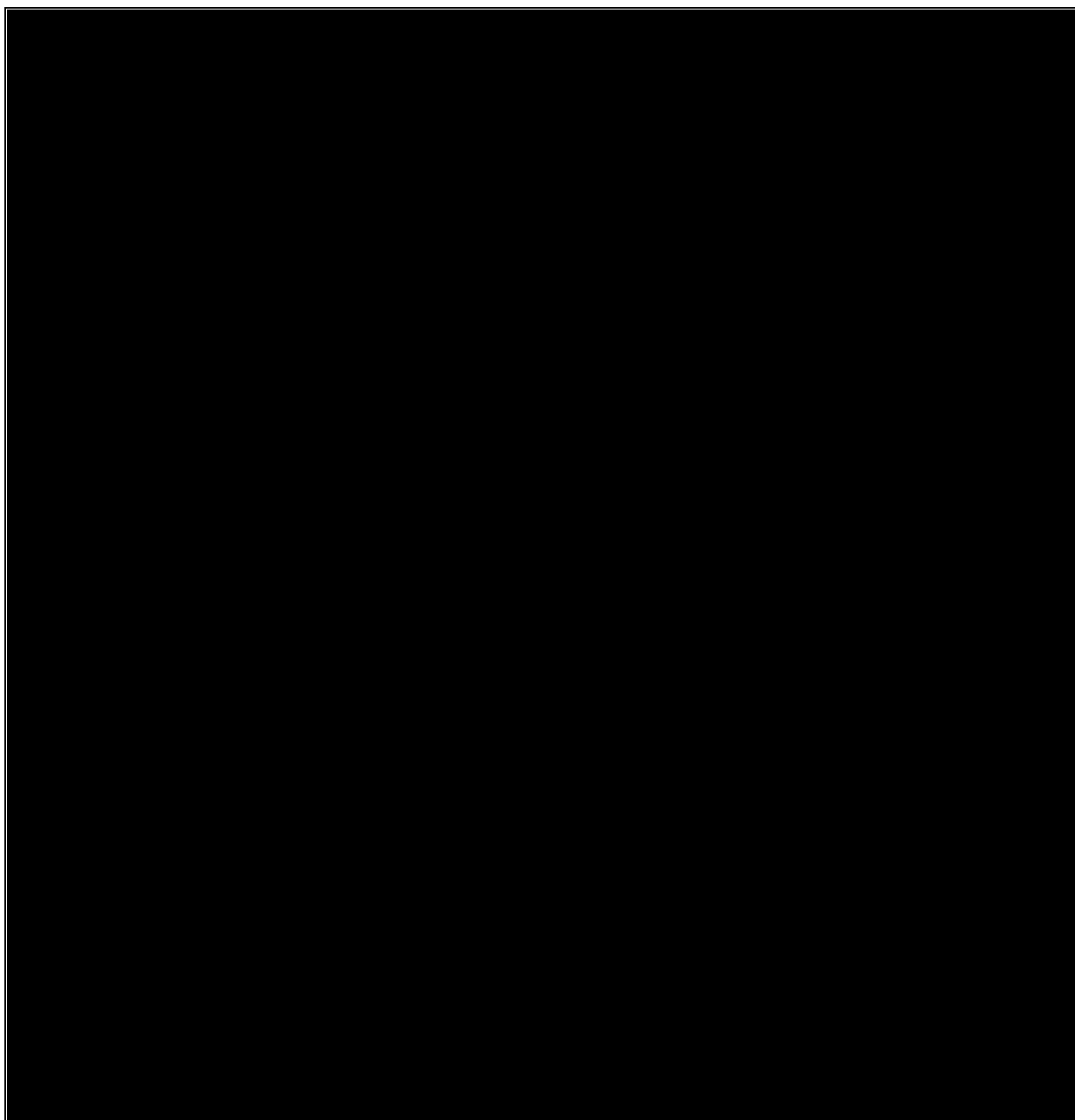
Signed for and on behalf of [Independent Certifier]

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

<b>No. Minor Defects</b>	
<b>No. Agreed Defects</b>	
<b>No. Accepted Defects</b>	

**SCHEDULE B25**





## **SCHEDULE 8**

### **New Schedule B26 of the Base SDD**

With effect on and from the Effective Date, a new Schedule B26 in the form **included** in this Schedule 8 is inserted into the Base SDD.

**SCHEDULE B26**  
**Macquarie's and D&C Contractor's Certificate – Temporary Works Design**

**To:** Principal's Representative;  
 Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**);  
 DevCo's Representative (as that term is defined in the D&C Contract); and  
 Lendlease Building Pty Limited (ABN 97 000 098 162) (the **D&C Contractor**).

**From:** **[insert name]** (ABN **[insert]**) (**Structural Engineer**)

This certificate is given in accordance with:

- (a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about 12 September 2018, as amended from time to time (**SDD**); and
- (b) in respect of the certification in Section B, the deed entitled "Martin Place Metro Station Project: Station D&C Contract" entered into between Skylight Dev Co Pty Limited (ABN 43 627 172 445) and the D&C Contractor on or about 12 September 2018, as amended from time to time (**Station D&C Contract**).

In relation to the Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. In relation to Section B of this certificate, words defined in the Station D&C Contract have the same meaning in Section B of this certificate.

**SECTION A**

In accordance with the terms of Schedule C1, Appendix 65, section 2.2(d) of the SDD, I hereby certify that:

- (a) the **attached** Design Documentation:
  - (i) has been designed in accordance with the SafeWork NSW Demolition Work Code of Practice September 2016, AS2601 – 2001 The Demolition of Structures, and AS1170-0-2002, AS1170-1, 2002 and AS 1170 – 2;
  - (ii) is suitable for construction; and
- (b) in accordance with Schedule C1, Appendix 65, section 2.2(b) of the SDD, I am a member of the Australian Institute of Engineers with a minimum 15 years' relevant experience for Category A and B design and 5 years relevant experience for Category C and D design as those categories of design are defined in Schedule C1, Appendix 65, section 2.2 of the SDD.

Name: .....

Company: .....

Position: .....

Signed by  
 Structural Engineer

**SECTION B**

In accordance with the terms of the terms of Schedule C1, Appendix 65, section 2.2(d) of the Station D&C Contract, I hereby certify that:

- (a) the **attached** Design Documentation:
  - (i) has been designed in accordance with the SafeWork NSW Demolition Work Code of Practice September 2016, AS2601 – 2001 The Demolition of Structures, and AS1170-0-2002, AS1170-1, 2002 and AS1170 – 2;
  - (ii) is suitable for construction; and
- (b) in accordance with Schedule C1, Appendix 65, section 2.2(b) of the Station D&C Contract, I am a member of the Australian Institute of Engineers with a minimum 15 years' relevant experience for Category A and B design and 5 years relevant experience for Category C and D design as those categories are defined in Schedule C1, Appendix 65, section 2.2 of the Station D&C Contract.

Name: .....

Company: .....

Position: .....

Signed by  
Structural Engineer

## **SCHEDULE 9**

### **New Schedule B27 of the Base SDD**

With effect on and from the Effective Date, a new Schedule B27 in the form **included** in this Schedule 9 is inserted into the Base SDD.



**SCHEDULE B27  
Independent Temporary Works Checker Certificate**

**To:** Principal's Representative  
  
Macquarie Group Limited (ABN 94 122 169 279) (**Macquarie**);  
  
DevCo's Representative (as that term is defined in the Station D&C Contract); and  
  
Lendlease Building Pty Limited (ABN 97 000 098 162) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the **D&C Contractor**)

**From:** [Independent Temporary Works Checker]

This certificate is given in accordance with:

- (a) in respect of the certification in Section A, the deed entitled "Martin Place Metro Station Project: Station Delivery Deed" entered into between Sydney Metro (ABN 12 354 063 515) and Macquarie on or about 12 September 2018, as amended from time to time (**SDD**); and
- (b) in respect of the certification in Section B, the deed entitled "Martin Place Metro Station Project: Station D&C Contract" entered into between Skylight Dev Co Pty Limited (ABN 43 627 172 445) and the D&C Contractor on or about 12 September 2018, as amended from time to time (**Station D&C Contract**).

In relation to Section A of this certificate, words defined in the SDD have the same meaning in Section A of this certificate. In relation to Section B of this certificate, words defined in the Station D&C Contract have the same meaning in Section B of this certificate.

**SECTION A**

Section A of this certificate is given for the benefit of the Principal's Representative and Macquarie.

I hereby certify that:

- (a) I meet the criteria set out in Schedule C1, Appendix 65, section 2.3(b) of the SDD;
- (b) I have reviewed the Category A and/or Category B Temporary Works design (as applicable) referred to below which are required by Schedule C1, Appendix 65, sections 2.2(a)(i) and 2.2(a)(ii) of the SDD and that have been prepared by the D&C Contractor's Structural Engineer to perform the role and function of "Structural Engineer" for the purpose of sections 2.1(c) and 2.2(a) of Schedule C1, Appendix 65 of the SDD; and
- (c) the Category A and/or Category B Temporary Works design (as applicable) referenced below is in accordance with Schedule C1, Appendix 65, section 2 of the SDD as applicable to the Category A or B Temporary Works design.

Category A Temporary Works design:

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

Category B Temporary Works design:

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

**SECTION B**

Section B of this certificate is given for the benefit of DevCo's Representative and the D&C Contractor.

I hereby certify that:

- (a) I meet the criteria set out in Schedule C1, Appendix 65, section 2.3(b) of the Station D&C Contract;
- (b) I have reviewed the Category A and/or Category B Temporary Works design (as applicable) referred to below which are required by Schedule C1, Appendix 65, sections 2.2(a)(i) and 2.2(a)(ii) of the Station D&C Contract and which have been prepared by the Contractor's Structural Engineer in performing the role and function of the "Structural Engineer" for the purpose of Schedule C1, Appendix 65, sections 2.1(c) and 2.2(a) of the Station D&C Contract; and
- (c) the Category A and/or Category B Temporary Works design (as applicable) referenced below is in accordance with Schedule C1, Appendix 65, section 2 of the Station D&C Contract as applicable to the Category A or B Temporary Works design.

Category A Temporary Works design:

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

Category B Temporary Works design:

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

Name: .....

Company: .....

Position: .....

.....

Signed by  
[Independent Temporary Works Checker]

## SCHEDULE 10

### Amendments to Schedule C1 of the Base SDD

With effect on and from the Effective Date, Appendix 65 (*Demolition of 9-19 Elizabeth Street*) to Schedule C1 of the Base SDD is amended as follows (with text shown in underline indicating additions to the Base SDD and text shown in ~~strikethrough~~ indicating deletions from the Base SDD):

**Section 1.2 of Appendix 65 to Schedule C1 is amended to read as follows:**

"[...]

- (m) *Design, install and construct all Temporary Works to ensure safe demolition. For the avoidance of doubt, any scaffolding must be wrapped in a flame retardant material. The designs for any Temporary Works must be submitted to the Principal's Representative as they become available ~~in accordance with clause 20.4 of the deed.~~*
- (n) *Undertake all structural design, certification and installation of temporary shoring measures to enable safe demolition below ground levels. The design of the temporary shoring systems are defined as Temporary Works and are to be submitted to the Principal's Representative as they become available ~~in accordance with clause 20.4 of the deed.~~*

[...]

- (u) *Prepare Demolition Methodologies as required by the SWTC and Appendix 54 with endorsement from an appropriately qualified structural engineer. The demolition methodologies must be submitted to the Principal's Representative for review as they become available ~~in accordance with clause 20.4 of the deed.~~*

[...]

- (cc) *Where applicable, carefully remove (without damage) any building materials identified as having heritage significance (e.g. skirting boards, ceiling roses, etc.), all in accordance with Planning Approval condition E19. Macquarie must transport and deliver the items to a location advised by Principal's Representative (within the Sydney metropolitan area). The methods used for removal must be submitted to the Principal's Representative as they become available ~~in accordance with clause 20.4 of the deed.~~"*

**Section 2.2(d) of Appendix 65 to Schedule C1 is amended to read as follows:**

- "(d) *Certification, in accordance with Schedule ~~B1~~B26 of the Contract, for all designs by the Structural Engineer (Categories A – D) must be submitted ~~for review to the Principal's Representative~~ as they become available ~~under clause 20.4 of the deed.~~"*

**Section 2.3(c) of Appendix 65 to Schedule C1 is amended to read as follows:**

- "(c) *Certification, in accordance with Schedule ~~B13~~B27 of the deed, must be submitted to the Principal's Representative ~~under clause 20.4 of the deed.~~"*

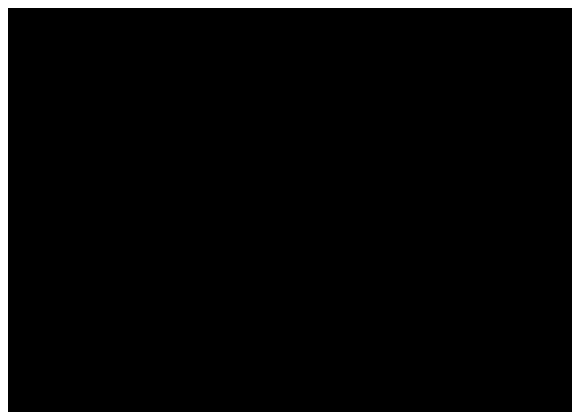
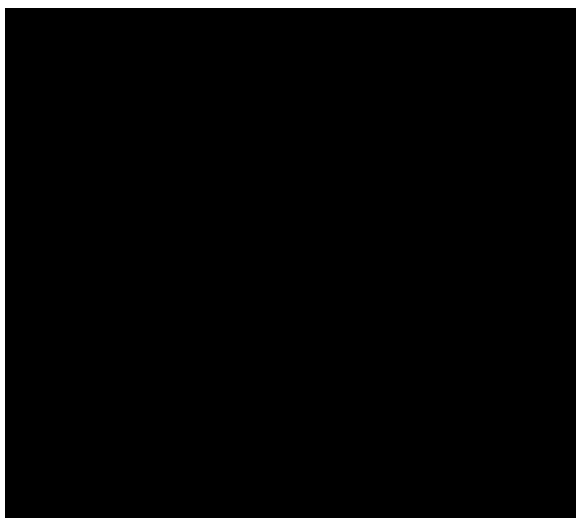
**Section 2.4(d) of Appendix 65 to Schedule C1 is amended to read as follows:**

- "(d) *Following the Principal's Representative's review of the Temporary Works list, the Principal's Representative may advise Macquarie which of the Temporary Works designs must be submitted by Macquarie for review by the Principal ~~under clause 20.4 of the deed.~~"*

**EXECUTED** as a deed.

Each person who executes this deed 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.

**SIGNED, SEALED AND DELIVERED** for and on behalf of **SYDNEY METRO (ABN 12 354 063 515)**, by its authorised delegate, in the presence of:



**SIGNED, SEALED AND DELIVERED** for  
**MACQUARIE GROUP LIMITED (ABN 94 122  
169 279)** by its duly authorised attorneys who  
hereby state at the time of executing this  
instrument they have no notice of the revocation  
of the power of attorney dated

.....

in the presence of:

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Name of Attorney in full

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Name of Attorney in full

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness