



Transport
for NSW

Execution Version

Deed of Amendment 2 PLR Stage 1 Remediation Contract

Contract Number: ISD-17-6467

Dated:

Transport for NSW (ABN 18 804 239 602) ("**Principal**")

Ventia Utility Services Pty Ltd (ABN 69 010 725 247) ("**Contractor**")

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Deed of Amendment 2 PLR Stage 1 Remediation Contract Details

Parties	Principal and Contractor	
Principal	Name	Transport for NSW a NSW Government agency, a corporation constituted by section 3C of the <i>Transport Administration Act 1988</i> (NSW)
	ABN	18 804 239 602
	Address	Level 5, Tower A, Zenith Centre 821 Pacific Highway Chatswood NSW 2067
	Telephone	[REDACTED]
	Email	[REDACTED]
	Attention	[REDACTED]
	Contractor	Name
ABN		69 010 725 247
Address		Level 8, 80 Pacific Highway North Sydney NSW 2060
Attention		[REDACTED] [REDACTED]
Business Days		Sydney, Australia
Recitals	A	The Principal and the Contractor are parties to the PLR Stage 1 Remediation Contract.
	B	The parties agree to amend the PLR Stage 1 Remediation Contract on the terms set out in this Deed primarily to reflect agreements reached in relation to variations and other scope related matters.
PLR Stage 1 Remediation Contract	The document entitled "PLR Stage 1 Remediation Contract (Contract Number ISD-17-6467)" entered into between the Principal and the Contractor and originally dated 9 May 2018, as amended by the Deed of Amendment.	

Date of deed See Signing Page

Deed of Amendment 2 PLR Stage 1 Remediation Contract

General terms

1 Interpretation

1.1 PLR Stage 1 Remediation Contract defined terms apply

A term which has a defined meaning in the PLR Stage 1 Remediation Contract has the same meaning when used in this Deed unless it is expressly defined in this Deed, in which case the meaning in this Deed applies.

1.2 Definitions

These meanings apply unless the contrary intention appears:

Bulk Earthworks Fill means the works described in the Bulk Earthworks Fill Specification contained in Schedule 3 to this Deed.

Bulk Earthworks Fill Completion has the meaning given to it in Schedule 3 to this Deed.

Certificate of Bulk Earthworks Fill Completion means the certificate to be issued by the Independent Certifier in the form annexed to Variation Order 17.

Costs includes costs, charges and expenses, including those incurred in connection with advisers.

Date of Deed means the date of this Deed.

Deed means this document and its schedules and annexures.

Deed of Amendment means the deed entered into by the parties dated 3 September 2019.

Details means the section of this Deed headed "Details".

Effective Date means 14 December 2020.

Further Amended PLR Stage 1 Remediation Contract means the PLR Stage 1 Remediation Contract, as amended by this Deed.

PLR Stage 1 Remediation Contract has the meaning given to it in the Details.

Variation Order 17 is a variation in the form set out in Schedule 3 to this Deed.

1.3 Entire agreement

This Deed sets out the entire agreement between the parties in relation to its subject matter and supersedes all discussions and correspondence dealing with the subject matter of the Deed.

2 Amendment of PLR Stage 1 Remediation Contract

2.1 Amendment

- (a) On and from the Effective Date, the PLR Stage 1 Remediation Contract is amended in the manner set out in this Deed.
- (b) The terms of the PLR Stage 1 Remediation Contract remain in full force and effect save to the extent expressly amended by this Deed.
- (c) To the extent of any inconsistency between this Deed and the PLR Stage 1 Remediation Contract this Deed prevails.

2.2 Counterparts

This Deed may be executed in any number of counterpart or copies, with signatures appearing on different counterparts or copies, and this has the same effect as if the signatures on the counterparts or copies were on a single copy of this Deed. Without limiting the foregoing, if any of the signatures on behalf of one party are on different counterpart or copies of this deed, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed. A party who has executed a counterpart of this deed may exchange it with another party by faxing, or by emailing a pdf (portable document format) copy of, the executed counterpart to that other party.

2.3 Attorneys

If this Deed is executed by any attorney, the attorney states by such execution that as at the time of such execution the attorney has received no notice of the revocation of the power of attorney under which the attorney executed this Deed.

3 Scope

- (a) The Works are:
 - (i) as described in:
 - (A) the PLR Stage 1 Remediation Contract including the Works Brief (Rev 2.9) dated 18 March 2020;
 - (B) all Variation Orders up to and including Variation Order 16; and
 - (C) Variation Order 17, being the Bulk Earthworks Fill Variation, if it is instructed by the Principal;
 - (ii) all Provisional Sum Work;
 - (iii) disposal or re-use of all material and acceptance of all risk associated with the quantity, density, soft spot, Contamination and all other matters and circumstances relating to the management and if required, disposal of any material located on the Site until the Date of Completion; and
 - (iv) all other works described in this Deed.

- (b) In addition to the activities described in the PLR Stage 1 Remediation Contract, the Contractor's Activities include all activities which the Contractor is required to do to comply with its obligations under this Deed.

4 Financial

4.1 Contract Sum

- (a) Item 3 of the Key Details of the PLR Stage 1 Remediation Contract is amended to provide that the Contract Sum in respect of the Portion 1 Barrier Works and the Portion 2 Optional Works is the single lump sum of ONE HUNDRED AND FIVE MILLION ONE HUNDRED AND SEVENTY SIX THOUSAND DOLLARS (\$105,176,000).
- (b) The Contract Sum is the full and sole consideration payable by the Principal in respect of:
 - (i) the completion of the Works;
 - (ii) the performance of the Contractor's Activities; and
 - (iii) all Claims by the Contractor.
- (c) Without limiting clause 4.1(b), the Contract Sum includes the following allowances:

Item	Amount \$
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total	105,176,000.00¹

- (d) Without limiting clause 4.1(b), the Contract Sum includes all consideration payable by the Principal in respect of:
 - (i) completion of the Contractor's Activities in accordance with the Further Amended PLR Stage 1 Remediation Contract;

¹ The Contract Sum Total of \$105,176,000.00 (plus GST) comprises remediation works in the amount of \$86,732,597.00 (plus GST) and ground improvement and other works in the amount of \$18,443,403.00 (plus GST).

- (ii) the Bulk Earthworks Fill, if that Variation is instructed by the Principal;
- (iii) disposal or re-use of all material and acceptance of all risk associated with the quantity, density, soft spot, Contamination and all other matters and circumstances relating to management and, if required, the disposal of any material located on the Site up to the Date of Completion;
- (iv) Latent Conditions;
- (v) any other Claim relating to the condition or characteristics of the Site;
- (vi) all Claims notified as at the date of the Contractor's execution of this Deed;
- (vii) all Claims based on facts, matters or circumstances that have occurred up to and including the date of the Contractor's execution of this Deed;
- (viii) all Claims arising out of the completion of the Contractor's Activities, including after the date of the Contractor's execution of this Deed, other than any exceptions to the release stated in clause 10(a)(iii).

4.2 Provisional Sum Work

The Provisional Sum Work items, "Off-site disposal – unsuitable spoil" and "Treatment of localised soft spots" set out in item 22 of the Key Details of the PLR Stage 1 Remediation Contract are deleted and those works and activities are included in the Contract Sum as provided for in clause 4.1 of this Deed.

4.3 Schedule of Prices

If the Principal issues a Variation Order after the Date of Deed and such Variation Order involves the disposal of unsuitable material and demolition waste that is not suitable for fill and must be removed from Site, then the rates in Schedule 1 to this Deed will be applied if the material the Contractor intends to dispose offsite meets the conditions for off-site disposal as described in Schedule 1 of this Deed.

5 Completion

5.1 Dates

Event	Date
Date for Completion Portion 1	██████████
Date for Completion Portion 2	██████████
Date for Portion 2 Administrative Completion	██████████

Event	Date
Date for Portion 2 Contract Administrative Completion	[REDACTED]

5.2 Updated program

The Program must be delivered by the Contractor within five (5) Business Days of the Date of Deed.

5.3 Inclement weather

(a) The Inclement Weather Allowance is the allowance made by the Contractor for rainfall on the Site. The Contractor will bear the risk of rainfall until the Inclement Weather Allowance is exhausted.

[REDACTED]

(c) Item 7 of the Key Details of the PLR Stage 1 Remediation Contract is amended to provide:

[REDACTED]

(d) The Inclement Weather Allowance applies only to rainfall that occurs after the Effective Date as measured by the Bureau of Meteorology's Parramatta North (Masons Mount) weather observations.

5.4 Liquidated damages

(a) Item 26(b) of the Key Details of the PLR Stage 1 Remediation Contract (liquidated damages in respect of the Portion 2 Optional Works) is amended to provide:

(i) in relation to Separable Portion 1:

[REDACTED]

(ii) in relation to Separable Portion 2:

[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- (c) The liquidated damages in this clause 5.4 are the Principal's sole remedy for failure to achieve Completion by the Date for Completion.
- (d) The Principal cannot instruct an acceleration to a date earlier [REDACTED] as a remedy for failure to achieve Completion by the Date for Completion.
- (e) Clause 5.4(c) has been agreed by the Principal on the basis that the Contractor will utilise all hours from [REDACTED] Clause 5.4(c) will not be binding on the Principal if the Contractor does not fully utilise those hours.

6 Latent Conditions

- (a) The Contractor accepts all risk in relation to Latent Conditions.
- (b) Clauses 7.2(d) and (e) of the PLR Stage 1 Remediation Contract are deleted.
- (c) Item 11 of the Key Details of the PLR Stage 1 Remediation Contract ("Other 'Qualifying Causes'") is amended to delete paragraph (j), "the discovery of a Latent Condition in the circumstances described in clause 7.2".

7 Bulk Earthworks Fill

- (a) Portion 2 Optional Works may be varied by the Principal by the issue of Variation Order 17 on the terms set out in this Deed.
- (b) If the Principal does not issue Variation Order 17, then the Variation Order in Schedule 3 of this Deed will not apply and the Date for Completion Portion 2 will remain [REDACTED]
- (c) [REDACTED]
[REDACTED]
[REDACTED]
- (d) The parties agree that if Variation Order 17 is instructed by the Principal:
 - (i) the Independent Certifier will determine whether the Bulk Earthworks Fill has achieved Bulk Earthworks Fill Completion and its determination will be final and binding on the parties;
 - (ii) if Bulk Earthworks Fill Completion is achieved a Certificate of Bulk Earthworks Fill Completion will be issued by the Independent Certifier;
 - (iii) clauses 15.1, 15.2(c), 15.2(d) and 15.2(e) of the PLR Stage 1 Remediation Contract will apply to the Bulk Earthworks Fill; and

- (iv) a Certificate of Bulk Earthworks Fill Completion is a pre-condition for the achievement of Portion 2 Completion.

8 Validation Activities

- (a) The testing and testing appraisal and reporting activities set out in the Remediation and Validation Work Plan must be completed for Portion 2 Administrative Completion, not Portion 2 Completion.

- [REDACTED]

9 Administration

- (a) Item 14 of the Key Details of the PLR Stage 1 Remediation Contract (Key Personnel) is amended by replacing the details with those in Schedule 2 to this Deed.

- (b) Item 28 of the Key Details of the PLR Stage 1 Remediation Contract (Executive Negotiator) is amended by replacing the details with:

- [REDACTED] for the Principal

- [REDACTED] for the Contractor.

10 Release

In consideration for the amendments to the PLR Stage 1 Remediation Contract set out in this Deed, including the agreement of the Contract Sum the Contractor:

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

Deed of Amendment 2 PLR Stage 1 Remediation Contract

Schedule 2 Key personnel

Person	Role
[REDACTED]	Contract Control Group Representative
[REDACTED]	Project Director
[REDACTED]	Project Manager
[REDACTED]	Safety Manager
[REDACTED]	Design Manager
[REDACTED]	Senior Project Engineer
[REDACTED]	Environmental Manager
[REDACTED]	Superintendent
[REDACTED]	Occupational Hygienist
[REDACTED]	Community Relations Manager
[REDACTED]	Project Manager [REDACTED]
[REDACTED]	Senior Environmental Consultant Soil and Gas Assessment [REDACTED]
[REDACTED]	Geotechnical Lead Soil Gas Intrusion and Protection System [REDACTED]

Deed of Amendment 2 PLR Stage 1 Remediation Contract

Schedule 3 Variation Order 17

Project Name Parramatta Light Rail - Program Wide/Minor Works
Contract Name Remediation Contract Deed, Clauses 13.2 and 13.3
Variation Order 017: Bulk Earthworks Fill

Dear [REDACTED]

Variation Order

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

INDEPENDENT CERTIFIER'S CERTIFICATE OF *BULK EARTHWORKS FILL COMPLETION*

Description of Works: Supply, Placement, Compaction and Testing of Structural Fill and extension of the associated ICS pits and ventilation pipes to the Finished Surface Levels as detailed in Variation VO017

This certificate is given in accordance with the document titled ***TfNSW Variation Letter VO 017 - SaMF Earthworks***", as executed between Transport for NSW (ABN 18 804 239 602) and the Contractor (**VO017**).

Words defined in VO017 and the Remediation Contract have the same meaning in this certificate.

I certify that ***BULK EARTHWORKS FILL COMPLETION*** was achieved on [insert date].

Minor defects are listed in the attachment to this certificate.

I further certify that the attached listed compliance records as required by VO017 reflect the true status of the Bulk Earthworks Fill.

SIGNATURE: _____
(Independent Certifier Representative)

DATE:


**Deed of Amendment 2 PLR Stage 1
Remediation Contract
Signing page**

Executed as a deed

Date 24 March 2021

PRINCIPAL

EXECUTED for and on behalf of
TRANSPORT FOR NSW (ABN 18 804
239 602):



Signature of Witness

ELIZABETH STANNING

Print Name

(block letters)

A/BUSINESS SUPPORT OFFICER

Position held



Signature of Authorised Delegate

Anand Thomas

Print Name

(block letters)

A/Executive Director

Position held

If signed electronically, the signatory certifies that this Deed was signed in accordance with the *Electronic Transactions Act 2000* (NSW) and *Conveyancing Act 1919* (NSW)

Deed of Amendment 2 PLR Stage 1 Remediation Contract

Date: 8 March 2021

CONTRACTOR

EXECUTED by VENTIA UTILITY SERVICES PTY LTD (ABN 69 010 725 247) in accordance with section 127 of the *Corporations Act 2001* (Cth) in the presence of

[Redacted]

Signature of director

Name of director (print)

[Redacted]

[Redacted]

Signature of ~~director~~/company secretary
(Please delete as applicable)

Name of ~~director~~/company secretary (print)

[Redacted]

If signed electronically, the signatory certifies that this Deed was signed in accordance with the *Electronic Transactions Act 2000* (NSW) and *Conveyancing Act 1919* (NSW)