



M6 Stage 1 Design and Construction Deed Exhibits

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EXHIBIT A

Independent Certifier Deed

(Clause 11.4 (*Independent Certifier*))



M6 Stage 1 Independent Certifier Deed

Transport for New South Wales
ABN 18 804 239 602

[Insert Contractor]
ABN [Insert]

[Insert Independent Certifier]
ABN [Insert]

2021

M6 Stage 1 Independent Certifier Deed

THIS DEED is made on 2021

BETWEEN:

- (1) **Transport for New South Wales** (ABN 18 804 239 602) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**Principal**);
- (2) **[Insert Contractor]** (ABN [insert]) of [insert address](**Contractor**); and
- (3) **[Insert Independent Certifier]** (ABN [insert]) of [insert address] (**Independent Certifier**).

RECITALS:

- (A) On or about the date of this deed the Contractor entered into the D&C Deed with the Principal in respect of the Works.
- (B) The Independent Certifier represents that it is experienced in providing services similar to the Services within the design and construction industries generally and the design and construction of major engineering works in particular and offers its expertise in those fields.
- (C) The D&C Deed and WestConnex Interface Agreement contemplate that the Independent Certifier will discharge those functions set out in Schedule 1.
- (D) The Independent Certifier will perform its obligations on the terms and conditions of this deed.

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this deed.

Certification and Monitoring Plan means the plan prepared by the Independent Certifier in accordance with clause 3.10 as that plan is updated from time to time in accordance with clause 3.12.

Commercially Sensitive Information means:

- (a) any information relating to a Project Party's or the Independent Certifier's cost structure or profit margins;
- (b) any information relating to any of a Project Party's or the Independent Certifier's Intellectual Property Rights; or
- (c) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to a Project Party or the Independent Certifier or any of their shareholders, financiers or Subcontractors,

which, in respect of the information contained in this deed, is the information described in Schedule 5.

Completion Phase Services means all IC Services related to Completion and the rectification of Defects and the performance by the Contractor of its obligations in respect of Completion of the Works and the rectification of Defects, including those specified in clause 18 (*Defects Correction Periods*).

Construction Phase Services means all IC Services related to the construction of the Works and the performance by the Contractor of its construction obligations in respect of the Works, including those specified in clause 14 (*Construction*).

D&C Deed means the deed titled "M6 Stage 1 Design and Construction Deed" between the Project Parties dated on or about the date of this deed.

Deed Poll means the deed poll substantially in the form of Schedule 6 in favour of the beneficiaries from time to time.

Design Phase Services means all IC Services related to the design of the Works and the performance by the Contractor of its design obligations in respect of the Works, including those specified in clause 12 (*Design and Design Documentation*).

Fee means the amount payable to the Independent Certifier for the performance of the IC Services in accordance with the Payment Schedule.

GST, GST law and other terms used in clause 11 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that **GST law** also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 11) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Hold Point means a point beyond which a work process must not proceed without the authorisation or release of the Nominated Authority.

IC Services means:

- (a) the services listed in Schedule 1;
- (b) all other things or tasks which are conferred on, or contemplated to be performed by, the Independent Certifier under the D&C Deed; and
- (c) all other things or tasks which are conferred on, or contemplated to be performed by, the Independent Certifier or similarly named role under the WestConnex Interface Agreement.

Independent Certifier's Representative means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 3.6.

Key Personnel means the key personnel referred to in section 2 of Schedule 3.

Minimum Aboriginal Participation Spend means \$[insert Fee x █████] (excluding GST).

Nominated Authority means the Independent Certifier unless otherwise directed by the Principal.

Payment Schedule means Schedule 2.

PDCS means the web based project data and collaboration system nominated by the Principal under clause 12.1 for the purposes of this deed or any other communications system agreed by the parties from time to time.

Project Parties means the Principal and the Contractor.

Substitute Certifier has the same meaning as in clause 7.1(d).

Technical Specialists means the persons specified in Schedule 4.

Term means the term of this deed as set out in clause 3.15.

WestConnex Interface Agreement means the 'M6 Stage 1 Deed of Agreement' dated on or about the date of this deed between the Principal and:

- (a) WCX M4 PT Pty Ltd (ABN 59 614 741 436) in its personal capacity and in its capacity as trustee of the WCX M4 Project Trust (ABN 31 878 147 068);
- (b) WCX M4 AT Pty Ltd (ABN 61 614 741 445) in its personal capacity and in its capacity as trustee of the WCX M4 Asset Trust (ABN 30 972 117 496);
- (c) WCX M5 AT Pty Ltd (ABN 49 608 798 081) in its personal capacity and in its capacity as trustee of the WCX M5 Asset Trust (ABN 23 365 031 283);
- (d) WCX M5 PT Pty Ltd (ABN 36 608 798 465) in its personal capacity and in its capacity as trustee of the WCX M5 Project Trust (ABN 73 899 615 977);
- (e) WCX M4-M5 Link PT Pty Limited (ABN 81 624 153 788) in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Project Trust (ABN 67 667 191 375); and
- (f) WCX M4-M5 Link AT Pty Limited (ABN 85 624 153 742) in its personal capacity and in its capacity as trustee of the WCX M4-M5 Link Asset Trust (ABN 18 934 919 866).

Witness Point means a point in a work process where the Contractor must give prior notice to the Nominated Authority and the option of attendance may be exercised by the Nominated Authority.

Works means the Project Works and the Temporary Works

1.2 **Definitions in D&C Deed**

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the D&C Deed will have the same meaning in this deed as in the D&C Deed.

1.3 **Interpretation**

In this deed:

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

and unless the context indicates a contrary intention:

- (b) person includes an individual, the estate of an individual, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) includes in any form is not a word of limitation;
- (e) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (f) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (i) a reference to this deed or a D&C Document includes all schedules, exhibits, attachments and annexures to it;
- (j) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) a reference to a court or tribunal is to an Australian court or tribunal;
- (m) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) a reference to a month is a reference to a calendar month; and
- (o) a reference to \$ or dollar is to Australian currency.

1.4 **Contra proferentem**

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that party (or its representative) put forward or drafted this deed or any provision in it.

1.5 **Business Day**

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done:

- (a) if it involves a payment other than a payment which is due on demand, on the preceding Business Day; and
- (b) in all other cases, no later than the next Business Day.

1.6 **Approvals and consents**

Any consent or approval referred to in, or required under, this deed from the Principal may be given or withheld, or may be given subject to any condition as the Principal (in its absolute discretion) think fit, unless this deed expressly provides otherwise.

1.7 **Ambiguous terms**

- (a) If the Principal considers, or the Independent Certifier or Contractor notifies the Principal in writing that it considers, that there is an omission, ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed (including in any Schedules), the Principal must direct the interpretation of this deed, which the parties must follow.
- (b) The Principal, in giving a direction in accordance with clause 1.7(a), is not required to determine whether or not there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which the Principal gives in accordance with clause 1.7(a):
 - (i) will not relieve the Independent Certifier or the Contractor from or alter its liabilities or obligations under this deed or otherwise according to Law;
 - (ii) will not entitle the Independent Certifier or the Contractor to make (nor will it make the Principal liable upon) any Claim arising out of or in any way in connection with the direction;
 - (iii) will not limit or otherwise affect the Principal's rights against the Independent Certifier or the Contractor, whether under this deed or otherwise according to Law; and
 - (iv) must, in respect of a notice given under clause 1.7(a) by the Independent Certifier or the Contractor, be given within 25 Business Days of receipt of that notice.

1.8 **Principal as an Authority**

- (a) Subject to clause 1.8(b), the Contractor and the Independent Certifier acknowledge and agree that:

- (i) nothing in this deed or in any of the D&C Documents will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any legislation; and
 - (ii) without limiting clause 1.8(a)(i), anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any legislation will be deemed not to be an act or omission by the Principal under this deed and will not entitle the Contractor or the Independent Certifier to make any Claim against the Principal arising out of the subject matter of this deed and the other D&C Documents to which the Principal is a party.
- (b) The parties agree that clause 1.8(a) is taken not to limit any liability which the Principal would have had to the Contractor or the Independent Certifier under this deed, or any other D&C Document to which the Principal is a party, as a result of a breach by the Principal of a term of this deed or any other D&C Document to which the principal is a party but for clause 1.8(a).

2. **APPOINTMENT OF THE INDEPENDENT CERTIFIER**

2.1 **Appointment**

- (a) Each of the Project Parties appoints the Independent Certifier under this deed to perform the IC Services.
- (b) The Independent Certifier confirms its acceptance of the appointment referred to in clause 2.1(a).
- (c) The Independent Certifier must perform the IC Services in accordance with the requirements of this deed.

2.2 **Payment**

Subject to the Independent Certifier performing the IC Services in accordance with this deed, the Principal will pay the Independent Certifier the Fee subject to and in accordance with the Payment Schedule.

2.3 **Nature of IC Services**

The Independent Certifier and the Contractor acknowledge and agree that the Principal may from time to time direct the Independent Certifier to carry out additional IC Services in respect of the Contractor's Activities or the Works (including for the benefit of any existing or prospective debt financier) and, unless such additional IC Services are required as a result of a breach by the Contractor of the D&C Deed, the Principal will be solely liable to pay the Independent Certifier the Fee for any additional IC Services so directed, and will enter into separate arrangements directly with the Independent Certifier in respect of such payment which will be consistent with Schedule 2.

2.4 **Deed Poll**

The Independent Certifier must provide to the Principal on or before the date of this deed an executed Deed Poll.

3. **INDEPENDENT CERTIFIER'S OBLIGATIONS**

3.1 **Acknowledgement**

- (a) The Independent Certifier acknowledges that:
 - (i) it has received a copy of the execution version of the D&C Deed and the WestConnex Interface Agreement;
 - (ii) it has read, and is familiar with, the terms of the D&C Deed and the WestConnex Interface Agreement to the extent they relate to the IC Services; and
 - (iii) its obligations under this deed extend to, and include, the obligations, functions, duties and services of the Independent Certifier referred to in the D&C Deed and the WestConnex Interface Agreement (as applicable).

3.2 **Representations and warranties relating to enforceability**

The Independent Certifier represents and warrants that:

- (a) it is a company duly incorporated and existing under Law and has the power to execute, deliver and perform its obligations under this deed and that all necessary corporate and other action has been taken to authorise that execution, delivery and performance;
- (b) the information provided by it in connection with this deed is true, accurate and complete in all material respects and not misleading in any material respect (including by omission);
- (c) its obligations under this deed are valid, legal and binding obligations enforceable against it in accordance with its terms, subject to equitable remedies and Laws in respect of the enforcement of creditor's rights;
- (d) the execution, delivery and performance of this deed by it will not contravene any Law to which it is subject or any deed or arrangement binding on it;
- (e) it does not (in any capacity) have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise); and
- (f) no litigation, arbitration, tax claim, dispute or administrative or other proceeding has been commenced or threatened against it which is likely to have a material adverse effect upon its ability to perform its obligations under this deed.

3.3 **Acknowledgements and warranties relating to the IC Services**

- (a) The Independent Certifier acknowledges that each of the Project Parties:
 - (i) is relying upon the skill, expertise and experience of the Independent Certifier in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the Independent Certifier does not perform its obligations in accordance with the requirements of this deed.
- (b) The Independent Certifier warrants to the Project Parties that, in performing the IC Services, it will comply with all Law, act honestly, diligently, reasonably and with

the degree of professional care, knowledge, skill, expertise, experience and diligence which would be reasonably expected of a skilled professional providing services similar to the IC Services within the design and construction industries generally and the design and construction of major engineering works in particular.

- (c) The Independent Certifier warrants to the Project Parties that, at all times, it will act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the D&C Deed and WestConnex Interface Agreement (and where no time is prescribed, within a reasonable time) and will comply with the requirements of the Payment Schedule.
- (d) Without limiting clauses 3.3(a) and 3.3(b), the Independent Certifier acknowledges that the Project Parties are entitled to and will rely on any certificate or other document signed or given by the Independent Certifier under or pursuant to this deed, the D&C Deed or the WestConnex Interface Agreement.
- (e) Without limiting its obligations under any provision of this deed, the Independent Certifier warrants to the Project Parties that:
 - (i) it will carry out and perform the IC Services;
 - (ii) in performing the IC Services it will provide, as a minimum, the levels of surveillance and resources specified in Schedule 3; and
 - (iii) without limiting clauses 3.3(e)(i) and (ii), to the extent the Certification and Monitoring Plan is not inconsistent with:
 - (A) the D&C Documents;
 - (B) the nature of the IC Services; or
 - (C) without limiting clauses 3.3(e)(iii)(A) and (B), the requirements of clause 4,it will carry out and perform the IC Services in accordance with the Certification and Monitoring Plan.
- (f) The Independent Certifier will provide transport on site for the use of its site personnel.
- (g) The Independent Certifier will, in carrying out the IC Services, carry out physical inspections of the Construction Site, any Extra Land, the Works and the Contractor's Activities when appropriate or necessary to do so (including for the purpose of determining whether Opening Completion and Completion have been achieved by the Contractor), and when reasonably requested by a Project Party, in a manner which satisfies or exceeds the requirements ascertainable from Schedule 3 and Schedule 4 and will invite and permit the Project Parties to accompany it on all such inspections.
- (h) The Independent Certifier warrants that, in performing the IC Services, it will keep itself informed of the progress of:
 - (i) the development of the Project Plans and the Design Documentation; and
 - (ii) the Works and the Contractor's Activities,

to the extent necessary to enable the Independent Certifier to provide timely reviews and timely and relevant comments in accordance with this deed.

- (i) The Independent Certifier will carry out the IC Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the Project Parties) except where it is the unavoidable consequence of performing the IC Services.
- (j) The Independent Certifier will co-operate with the Project Parties, their subcontractors and other third parties nominated by the Principal, and coordinate the IC Services with the Project activities and the Contractor's Activities.
- (k) In undertaking the IC Services, the Independent Certifier will comply with all the safe working requirements of the Project Parties.
- (l) To the extent the IC Services require the Independent Certifier to satisfy itself that the Contractor has performed obligations in accordance with the D&C Deed, the Independent Certifier must be satisfied that the Contractor has performed the relevant obligations in accordance with Good Industry Practice.

3.4 **Acknowledgements and warranties relating to reliance**

The Independent Certifier acknowledges and agrees that the Project Parties are entitled to and will rely on any certificate, notice or other document signed or given by the Independent Certifier when acting in its capacity as Independent Certifier under or pursuant to this deed.

3.5 **Access and Project Office**

- (a) The Contractor must provide for the Independent Certifier accommodation on the Construction Site and access to such premises as may be reasonably necessary to enable the Independent Certifier to discharge its' obligations under this deed.
- (b) The Independent Certifier must:
 - (i) establish a project office within the accommodation provided by the Contractor on the Construction Site (**Project Office**);
 - (ii) keep proper and complete written records of the performance of the IC Services at the Project Office; and
 - (iii) ensure that its Key Personnel and the Independent Certifier's Representative are located at the Project Office to the extent necessary to enable the Independent Certifier to perform the IC Services.

3.6 **Key Personnel**

- (a) The Independent Certifier must provide experienced and skilled personnel, including Key Personnel, to perform its obligations under this deed.
- (b) The Independent Certifier must ensure that the Key Personnel:
 - (i) perform all of the services required of their respective positions;
 - (ii) are located in Sydney for the performance of the IC Services; and

- (iii) are available for consultation as reasonably required by a Project Party from time to time.
- (c) Except as required by clause 3.6(f), the Independent Certifier must ensure that the Key Personnel are not removed without the prior written consent of the Project Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from the Project Parties within 10 days of the request for removal).
- (d) If any of the Key Personnel are removed, the Independent Certifier must ensure that they are replaced by another person that has:
 - (i) at least equivalent skill, expertise and experience;
 - (ii) been approved by the Project Parties.
- (e) Prior to the Key Personnel's removal and replacement, the Independent Certifier must ensure there is a proper handover so that the new personnel have a reasonable understanding of the D&C Deed, the WestConnex Interface Agreement and the IC Services.
- (f) The Project Parties may jointly direct the Independent Certifier to remove from the performance of the IC Services any of the people referred to in Schedule 3 and the Independent Certifier must comply with any such direction.
- (g) The Independent Certifier must notify the Project Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 1 which the Independent Certifier is required to execute as part of the IC Services, and must ensure that these certificates and documents are signed by the person or persons so notified.

3.7 **Subcontracting**

- (a) Subject to clause 3.7(c) and with the exception of the Technical Specialists, the Independent Certifier may not subcontract or permit the subcontracting of the performance of any of the IC Services without the prior written consent of the Project Parties.
- (b) The Independent Certifier remains responsible for the performance of the IC Services in accordance with this deed, notwithstanding any such subcontracting and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the Independent Certifier.
- (c) Unless the Principal otherwise approves in writing, the Independent Certifier must contract with the subcontractors set out in Schedule 4 for the performance of the relevant parts of the IC Services.

3.8 **Quality assurance**

- (a) The Independent Certifier must implement a quality system in accordance with AS/NZS ISO9000 and AS/NZS ISO9001, and otherwise in a form reasonably acceptable to the Project Parties to ensure compliance of the IC Services with the requirements of this deed.
- (b) The Independent Certifier will not be relieved of any requirement to perform any obligation under this deed as a result of:

- (i) compliance with the quality assurance requirements of this deed; or
- (ii) any acts or omissions of a Project Party with respect to the quality assurance requirements of this deed, including any audit under clause 3.13.

3.9 **Documentation management and transmission**

- (a) Without limiting clause 12.1, the Independent Certifier must, if required by the Principal:
 - (i) implement and use the PDCS to manage and transmit all documentation connected with the Project in accordance with the processes and procedures required by the Principal;
 - (ii) align its document management and quality processes to complement and utilise the functions and features of the PDCS;
 - (iii) use the PDCS mail module for all correspondence relating to the Project between the Independent Certifier and the Project Parties;
 - (iv) upload all documentation required for the performance of the IC Services to the PDCS; and
 - (v) strictly adhere to the documentation numbering system, metadata structures and revision code sequences which are required by the Principal.
- (b) Documents supplied to the Independent Certifier by the Principal will remain the property of the Principal and must be returned by the Independent Certifier to the Principal on demand in writing. The documents must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the IC Services.
- (c) The Independent Certifier must keep all the Independent Certifier's records relating to the IC Services in secure and fireproof storage.
- (d) The Independent Certifier will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 3.9.
- (e) The Independent Certifier must ensure that any documents and materials that it provides to a Project Party in computer readable form contain no virus or computer software code which is intended or designed to:
 - (i) permit access to or use of a computer system by a third person not authorised by the project Party; or
 - (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

3.10 **Certification and Monitoring Plan**

- (a) The Independent Certifier must prepare and submit to the Project Parties within 30 Business Days of the date of this deed a Certification and Monitoring Plan which must:
 - (i) be based on the initial Certification and Monitoring Plan contained in Attachment A to Schedule 8;

- (ii) meet or exceed the requirements of Schedule 3;
 - (iii) not reduce the effectiveness, methodology, scope, effect, resources or expertise contained in the initial Certification and Monitoring Plan;
 - (iv) be fit for the purposes of enabling the Independent Certifier to perform the IC Services in accordance with this deed; and
 - (v) comply with the requirements for the Certification and Monitoring Plan in Schedule 8.
- (b) The Project Parties may:
- (i) review the Certification and Monitoring Plan submitted under clause 3.10(a); and
 - (ii) if the Certification and Monitoring Plan does not comply with this deed, or if the Project Parties believe that the Certification and Monitoring Plan does not provide the information required by Schedule 8, notify the Independent Certifier of the non-compliance.
- (c) If the Independent Certifier receives a notice under clause 3.10(b)(ii), the Independent Certifier must promptly submit an amended Certification and Monitoring Plan to the Project Parties, after which clause 3.10(b) will reapply.
- (d) If the Independent Certifier does not receive a notice under clause 3.10(b)(ii) within 15 Business Days after the submission of the relevant Certification and Monitoring Plan, the relevant Certification and Monitoring Plan submitted by the Independent Certifier will be the Certification and Monitoring Plan with which the Independent Certifier must comply (as it is updated under clause 3.10).

3.11 **Progress Reports by the Independent Certifier**

Throughout the Term of this deed, the Independent Certifier must provide a monthly progress report to each of the Project Parties by the seventh day of the following month and in such format as is required by the Principal, containing, identifying or setting out:

- (a) a description of the IC Services undertaken during the reporting period;
- (b) a comprehensive schedule of the status of all correspondence and documentation exchanged between the Independent Certifier and a Project Party;
- (c) a summary of key risks and issues relating to the IC Services;
- (d) details of any Contractor non-conformances and details on the rectification by the Contractor of non-conformances;
- (e) details of any recurring Contractor non-conformances or emerging patterns in relation to Contractor non-conformances or work process issues that need to be addressed by the parties to remedy actual or potential Contractor non-conformances;
- (f) details of the surveillance, monitoring and auditing proposed to be undertaken by the Independent Certifier in the forthcoming reporting period, including the outcomes of the risk management processes used to determine the levels and scope of the surveillance activities;

- (g) any act, matter or thing which has or is likely to have a material adverse effect on the progress and provision of the IC Services and detailed particulars of how the Independent Certifier is addressing, or proposes to address, that act, matter or thing;
- (h) a list or schedule of design and construction surveillance, monitoring and audits undertaken by the Independent Certifier during the reporting period;
- (i) details of the current version of the Certification and Monitoring Plan and a summary of any amendments, updates and developments to the Certification and Monitoring Plan during the reporting period; and
- (j) details of potential work process improvements and proposed changes to those work processes.

3.12 **Revisions to Certification and Monitoring Plan**

- (a) The Independent Certifier must:
 - (i) progressively amend, update and develop the Certification and Monitoring Plan throughout the performance of the IC Services as necessary to reflect the commencement of new stages of the Contractor's Activities, any Changes and any changes in the manner of performing the IC Services;
 - (ii) ensure that any amendments, updates or developments of the Certification and Monitoring Plan under this clause 3.12 are consistent with, and provide, the information set out in Schedule 8; and
 - (iii) submit each revision of the Certification and Monitoring Plan to the Project Parties for their review and comment.
- (b) The Project Parties may:
 - (i) review the Certification and Monitoring Plan submitted under clause 3.12(a)(iii); and
 - (ii) if the Certification and Monitoring Plan does not comply with this deed or a Project Party believes that the revised Certification and Monitoring Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Certification and Monitoring Plan, notify the Independent Certifier of that non-compliance or reduction.
- (c) If the Independent Certifier receives a notice under clause 3.12(b)(ii), the Independent Certifier must promptly submit an amended Certification and Monitoring Plan to the Project Parties after which clause 3.12(b) will reapply.
- (d) Without limiting clause 3.3(e), the Independent Certifier must not, either in the preparation of the Certification and Monitoring Plan required by clause 3.10 or the amending, updating and development of the Certification and Monitoring Plan required by clauses 3.12(a) and 3.12(c), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise from that set out in the initial Certification and Monitoring Plan or the then existing Certification and Monitoring Plan without the written approval of the Project Parties.
- (e) The Independent Certifier may not amend the Certification and Monitoring Plan other than in accordance with this clause 3.12.

3.13 **Audit and surveillance**

- (a) The Independent Certifier must:
 - (i) allow any audit of its quality assurance system under this deed by a third party, at the request of a Project Party; and
 - (ii) fully co-operate with that third party in respect of the carrying out of the quality assurance audit.
- (b) Without limiting the foregoing, the Independent Certifier must, at all times:
 - (i) give to the third party access to premises occupied by the Independent Certifier where the IC Services are being undertaken; and
 - (ii) permit the third party to inspect applicable information relevant to the quality assurance audit.

3.14 **Access to records**

The Independent Certifier must, within a reasonable time (and in any event within 2 Business Days) of any request, give a Project Party access to any records or other documents received, prepared or generated by the Independent Certifier in the course of carrying out the IC Services.

3.15 **Term**

- (a) Subject to clause 3.15(b), the Term of this deed commences on D&C Close and continues until the earlier of:
 - (i) completion of the IC Services; or
 - (ii) termination in accordance with clause 9.
- (b) Clauses 1, 2.4, 3.2, 3.7(a), 3.7(c), 3.10, 3.15, 4.2, 4.3, 4.4, 6.3, 8.1, 8.2, 8.10, 9.1, 9.2, 9.3, 9.7, 9.8, 9.9, 9.10, 10, 11, 12 and 13 will commence on the date of this deed.

3.16 **Principal and Contractor not responsible**

The Project Parties:

- (a) owe no duty to the Independent Certifier to review the Certification and Monitoring Plan for errors, omissions or compliance with this deed; and
- (b) are not responsible for the accuracy, completeness or the contents of, and make no representation and assume no duty of care in respect of, the Certification and Monitoring Plan.

3.17 **NSW Government Policy on Aboriginal Participation in Construction**

- (a) Unless otherwise defined, capitalised terms used in this clause 3.17 have the meanings given in the APIC Policy.
- (b) The Contractor must comply with and must ensure its subcontractors comply with:
 - (i) the Minimum Aboriginal Participation Spend;

- (ii) the APIC Policy; and
- (iii) any direction by the Principal in relation to the APIC Policy,

including by providing all things within the time frames required by the APIC Policy and the Principal (as relevant).

- (c) The Aboriginal Participation Plan and Aboriginal Participation Report (if any) must be prepared in accordance with the APIC Policy and in the format prescribed by the NSW Procurement Board. Templates are available at:
<https://www.procurepoint.nsw.gov.au/policy-and-reform/construction-procurement-policy/aboriginal-participation-construction-policy-apic>

4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

4.1 **Independent Certifier to be independent**

The Independent Certifier warrants to the Project Parties that in performing the IC Services, it will:

- (a) act professionally and independently of each of the Project Parties and in a timely manner;
- (b) act honestly, reasonably and fairly;
- (c) exercise the standard of care, knowledge, skill, expertise, experience and diligence which would be expected of a skilled professional providing services similar to the IC Services within the design and construction industry generally and the design and construction of major engineering works in particular;
- (d) without limiting this clause 4.1, act within the times prescribed under the D&C Deed, the WestConnex Interface Agreement or as anticipated by the Overall D&C Program (if earlier); and
- (e) provide, as a minimum, the levels of surveillance and resources specified in Schedule 3.

4.2 **Confidentiality**

- (a) The Independent Certifier must:
 - (i) keep confidential details of this deed and all information and documents provided to, or by, the Independent Certifier relating to the IC Services, the Works, the Contractor's Activities, this deed, the D&C Documents or the Project and not provide, disclose or use the information or documents except:
 - (A) to disclose them to a Project Party;
 - (B) for the purposes of performing the IC Services;
 - (C) where required by Law or to obtain legal advice on this deed; or
 - (D) with the prior written consent of the Project Parties; and
 - (ii) ensure that its subcontractors comply with the terms of clause 4.2(a)(i).

- (b) This obligation will survive completion of the IC Services or the termination of this deed.

4.3 **Exclusivity**

- (a) The Independent Certifier must not, and must procure that:
 - (i) any related body corporate (as defined by sections 9 and 50 of the *Corporations Act 2001* (Cth)) of the Independent Certifier; and
 - (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the IC Services,

do not, from the date of execution of this deed until the date of expiry of the Term in accordance with clause 3.15:

 - (iii) have any direct or indirect involvement (whether under contract or any other arrangement) with a Project Party or any of its contractors, consultants or providers in relation to the Project; or
 - (iv) provide services to or advise any other person in relation to the Project, the D&C Documents or the WestConnex Interface Agreement,

other than the provision of the IC Services under this deed, except with the prior written consent of the Project Parties which may be withheld or granted in their absolute discretion.
- (b) The Independent Certifier agrees that:
 - (i) having regard to the D&C Deed, the WestConnex Interface Agreement and the IC Services, this clause 4.3 is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity requirements of the Project and to ensure the best value for money of the Project; and
 - (ii) damages may not be a sufficient remedy for a breach of this clause 4.3 and the Project Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Independent Certifier, in addition to any other remedies available at Law or in equity.
- (c) The Independent Certifier warrants that:
 - (i) at the date of signing this deed, no conflict of interest (either actual or perceived) exists or is likely to arise in the performance of its obligations under this deed, the D&C Deed or the WestConnex Interface Agreement; and
 - (ii) if, during the Term, notwithstanding clause 4.3(a) or this clause 4.3(c), any conflict or risk of conflict of interest arises, the Independent Certifier will notify the Project Parties in writing immediately of that conflict or risk and take such action to avoid or mitigate the conflict or risk of conflict of interest as the Project Parties may reasonably require.

4.4 **Relationship with Project Parties**

- (a) The Independent Certifier is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of a Project Party.
- (b) Each party acknowledges and agrees that the Independent Certifier has no authority to:
 - (i) give directions to a Project Party other than as expressly set out in this deed or any of the D&C Documents;
 - (ii) waive or alter any terms of the D&C Documents; or
 - (iii) discharge or release a party from any of its obligations pursuant to the D&C Documents.

4.5 **Set off under the D&C Deed**

The Project Parties and the Independent Certifier each agree that to the extent the Principal directs the Independent Certifier to include an amount in a Payment Statement that the Principal is entitled to retain, deduct, withhold or set-off under the D&C Deed, the Independent Certifier must include that amount in the relevant Payment Statement.

5. **NOTIFICATIONS**

The Independent Certifier agrees to promptly notify the Project Parties if, in the course of performing the IC Services, it becomes aware:

- (a) that any matter stated or certified by a Project Party or certificate provided under the D&C Deed is not correct as at the date stated or certified; and
- (b) of any matter or circumstance which, in its reasonable opinion:
 - (i) may materially or adversely affect the Contractor's ability to achieve:
 - (A) Opening Completion by the Date for Opening Completion; or
 - (B) Completion by the Date for Completion;
 - (ii) it considers to be, in the context of the Project, of material interest to a Project Party;
 - (iii) may involve a material breach of the D&C Deed or the WestConnex Interface Agreement; or
 - (iv) may involve a material dispute between any of the parties to any D&C Document and another party or the parties to any D&C Document or any other person in relation to a D&C Document or the Project.

6. **OBLIGATIONS OF PRINCIPAL AND CONTRACTOR**

6.1 **No undue interference or influence**

- (a) The Project Parties will not interfere with or attempt to improperly influence the Independent Certifier in the performance of any of the IC Services under this deed. The parties acknowledge that any communication allowed by this deed, the D&C

Deed or the WestConnex Interface Agreement will not of itself constitute a breach of this clause.

- (b) Clause 6.1(a) will not prevent a Project Party from providing written comments to the Independent Certifier in respect of the Design Documentation or any other aspect of the Contractor's Activities (including in connection with whether Opening Completion or Completion have been achieved by the Contractor). The Independent Certifier must consider any comments received from a Project Party and provide a written response either accepting or rejecting the comments and the reasons for its decision.

6.2 **Co-operation by Project Parties**

- (a) Without limiting or otherwise affecting any of the Contractor's obligations under this deed or the D&C Documents, the Contractor must:
 - (i) co-operate with and provide the Independent Certifier with all information and documents necessary or reasonably required by the Independent Certifier, or otherwise requested by the Independent Certifier or directed by the Principal;
 - (ii) allow the Independent Certifier to attend all meetings and procure for the Independent Certifier access to such premises as may be reasonably necessary to enable the Independent Certifier to perform the IC Services or as requested by the Independent Certifier or directed by the Principal, including allowing access to the Construction Site, the Works Site, any Extra Land and all areas where the Contractor's Activities are being performed;
 - (iii) ensure that Hold Points and Witness Points are included in the Project Plans as reasonably required by the Independent Certifier to enable the Independent Certifier to perform the IC Services in accordance with this deed; and
 - (iv) coordinate the Contractor's Activities with the IC Services.
- (b) A copy of any written communication to the Independent Certifier must be provided by the sending party to the other Project Party at the same time as or within 2 Business Days of providing the same communication to the Independent Certifier.

6.3 **Principal to have no liability**

Each party acknowledges that, other than in respect of its obligation to pay any Fee for additional IC Services under clause 2.3, the Principal is not liable, nor will be taken to have a liability, or to have assumed a liability or become (on enforcement of any of their powers or otherwise) liable for the performance of any obligation of the Contractor or the Independent Certifier whether under or purportedly under this deed or under the D&C Deed or otherwise.

7. **CHANGE TO IC SERVICES, SUSPENSION OF IC SERVICES AND APPOINTMENT OF SUBSTITUTE CERTIFIER**

7.1 **Changes to IC Services, suspension of IC Services and appointment of Substitute Certifier**

- (a) The Project Parties may, by written notice to the Independent Certifier, jointly direct the Independent Certifier to carry out a change to the IC Services (including

an addition or omission) and the Independent Certifier must comply with that direction.

- (b) The Fee to be paid to the Independent Certifier in relation to a change to the IC Services referred to in clause 7.1(a) will be determined in accordance with the schedule of rates set out in the Payment Schedule. If an amount for the change to the IC Services cannot be determined by reference to the schedule of rates, the amount will be a reasonable amount as stated in writing by joint notice from the Project Parties.
- (c) The Project Parties may, by written notice to the Independent Certifier, jointly direct the Independent Certifier to suspend any or all of the IC Services for the period of time specified in the notice.
- (d) The Independent Certifier acknowledges and agrees that the Project Parties may appoint another certifier (**Substitute Certifier**) to carry out those IC Services which are omitted as a result of a change to the IC Services as directed under clause 7.1(a), and any decision of a Substitute Certifier appointed will be treated (as between the Project Parties) as if it is a decision of the Independent Certifier, and the Substitute Certifier will have all of the rights and powers of the Independent Certifier under the D&C Deed and WestConnex Interface Agreement in connection with those IC Services.
- (e) Notwithstanding a change to the IC Services or the appointment of a Substitute Certifier, the Independent Certifier must continue to perform the IC Services, as varied in accordance with this clause 7.1, in accordance with this deed. Without prejudice to any claim in respect of the performance of the Independent Certifier, the Independent Certifier is not responsible for the performance of the Substitute Certifier.

7.2 Meeting

- (a) If a Project Party is of the opinion that the Independent Certifier is not performing its duties in accordance with this deed, that Project Party may call a meeting of the Project Parties' duly authorised representatives who must attend within 2 Business Days (or such other period as is reasonably requested by the party calling the meeting) to decide an appropriate action to resolve the issue.
- (b) Without limiting the scope of the decision of the Project Parties, the Project Parties will consider at such a meeting whether to resolve the issue referred to in clause 7.2(a) by:
 - (i) requesting that the Independent Certifier comply with this deed;
 - (ii) changing the IC Services in accordance with clause 7.1(a);
 - (iii) suspending the IC Services in accordance with clause 7.1(c);
 - (iv) appointing a Substitute Certifier in accordance with clause 7.1(d); or
 - (v) terminating the appointment of the Independent Certifier in accordance with clause 9.

8. **LIABILITY, INSURANCE AND INDEMNITY**

8.1 **Limitation of liability**

(a) Subject to clause 8.2, the Independent Certifier's total aggregate liability arising out of, under or in connection with this deed (including under or in connection with any certificate in favour of an Interface Party issued by the Independent Certifier in connection with this deed), from all claims howsoever arising (including under tort (including negligence), contract (including under an indemnity or warranty), in equity, in restitution and breach of statutory duty) will be limited to the higher of:

(i) ██████████; or

(ii) all amounts for which:

(A) the Independent Certifier is indemnified under the insurance policies that are required under this deed; and

(B) the Independent Certifier would have been indemnified under such insurance policies but for the failure of any such insurance policy to respond due to the wrongful act, omission or misconduct of the Independent Certifier, or the failure of the Independent Certifier to effect and maintain an insurance policy required under this deed and but for this clause,

in each case up to the minimum insurance amount required by clause 8.3 in total.

(b) Any liability incurred by the Independent Certifier under the Deed Poll will, for the purpose of this clause 8.1 be deemed to be a liability under this deed.

8.2 **Exclusions**

The limitation of liability in clause 8.1 does not apply to any claims arising out of or in connection with any of the following on the part of the Independent Certifier or anyone for whom the Independent Certifier is responsible:

(a) fraud or criminal conduct;

(b) wilful default, meaning an act or failure to act by the Independent Certifier that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences, excluding any innocent act, omission, mistake or error of judgment; or

(c) gross negligence, meaning an intentional act or failure to act by the Independent Certifier which seriously and substantially deviates from a diligent course of action which is done in reckless disregard of or indifference to the serious and avoidable harm it is likely to cause, but excludes mere negligence.

8.3 **Insurances**

From the later of D&C Close and the date of this deed, the Independent Certifier must hold and maintain:

(a) project specific professional indemnity insurance with:

- (i) a limit of indemnity of [REDACTED] for any single claim and in the aggregate in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act, error or omission by the Independent Certifier or its employees, agents or consultants; and
- (ii) a deductible of not more than [REDACTED];
- (b) workers compensation insurance as required by Law under any statute relating to workers' or accident compensation; and
- (c) such other insurance as may reasonably be required by the Project Parties.

8.4 **Notice of matter affecting insurance**

The Independent Certifier must notify the Project Parties 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.

The Independent Certifier must not, without the prior written consent of the Project Parties, either materially alter the terms of, risks covered by or sum insured under the professional indemnity insurance policy.

8.5 **Provision of information**

The Independent Certifier must provide to the Project Parties:

- (a) certified copies of the insurance policies apart from the professional indemnity insurance and workers compensation insurance; and
- (b) certificates of currency, with respect to the insurances effected and maintained by the Independent Certifier for the purposes of this clause 8,

at any time and from time to time on request by any Project Party and prior to the renewal of each policy.

8.6 **Periods for insurance**

The Independent Certifier must maintain:

- (a) the professional indemnity insurance for a period of 7 years (whether annually renewable or a single project policy) after the Date of Completion or the date of termination of this deed, whichever is earlier;
- (b) the workers compensation insurance until it ceases to perform the IC Services; and
- (c) any other insurances for such time as may reasonably be required by the Project Parties.

8.7 **Obligations unaffected by insurance**

The requirement to effect and maintain insurance in this clause 8 does not limit the liability or other obligations of the Independent Certifier under this deed.

8.8 Indemnity in relation to property/persons

- (a) Subject to clause 8.1, the Independent Certifier is liable for and indemnifies each Project Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:
- (i) any damage to or loss of property; or
 - (ii) death of or injury to any person,
- insofar as the liability, loss, claim, expense or damage arises out of the act, error or omission of the Independent Certifier, its employees, agents or consultants.
- (b) The Independent Certifier's obligation to indemnify a Project Party under this deed shall be reduced proportionately to the extent that the Project Party has caused or contributed to the liability, loss, claim, expense or damage or has failed to mitigate its loss.

8.9 Indemnity in relation to breach

The Independent Certifier is liable for and indemnifies each Project Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of any breach of this deed by the Independent Certifier (including any claim or loss which the Project Party may have to another party arising from such breach).

8.10 Limitations on Contractor's liability

Despite any other provision of this deed, the Contractor's maximum aggregate liability to the counterparties to this deed and any person to whom this deed is novated or assigned in accordance with the terms of this deed, in respect of any claim or liability under, arising out of or in connection with the Project:

- (a) will not exceed the liability which the Contractor would have had under the D&C Deed if the counterparties to this deed and any person to whom this deed is novated or assigned had been named in the D&C Deed, jointly and severally, as the Principal; and
- (b) is otherwise subject to the same limitations on and exclusions of liability, counterclaims and defences expressed for the benefit of the Contractor in the D&C Deed and the Contractor will not be liable to the counterparties to this deed, under this deed in circumstances where its liability is excluded, or the category of loss or liability suffered or incurred by the counterparties to this deed is excluded, by the terms of the D&C Deed.

9. TERMINATION OF APPOINTMENT

9.1 Notice of termination

The Project Parties may jointly terminate this deed by notice in writing served on the Independent Certifier if:

- (a) the Independent Certifier is in material breach of this deed and the breach is not remediable in the reasonable opinion of the Project Parties;
- (b) the Independent Certifier is in breach of this deed and the breach, being remediable in the reasonable opinion of the Project Parties, has not been remedied

within 7 days of the service by the Project Parties of a joint notice specifying the breach and requiring the breach to be remedied;

- (c) an Insolvency Event occurs in relation to the Independent Certifier; or
- (d) the Project Parties in their absolute discretion for any reason whatsoever serve on the Independent Certifier a joint notice of termination of the appointment of the Independent Certifier in respect of the IC Services, on a date specified in the notice, being not less than 15 Business Days after the date of issue of the notice.

9.2 Termination of D&C Deed

If the D&C Deed is terminated for any reason, each Project Party must give the Independent Certifier written notice and this deed will terminate on receipt of such notice from either Project Party.

9.3 Termination

Where a notice is served on the Independent Certifier under clause 9.1, this deed will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 9.1; or
- (b) the appointment of a replacement for the Independent Certifier.

9.4 Delivery of documents

Upon the earlier of the date of termination of this deed and the date of completion of the IC Services, the Independent Certifier:

- (a) must deliver up to the Principal or to such other person as the Principal may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Independent Certifier relating to the IC Services; and
- (b) acknowledges that the Project Parties have the right to use all such documents for any purposes in connection with the Project, the Works, the Principal's activities, the Contractor's Activities or any D&C Document.

9.5 Reasonable assistance

Where the Project Parties give a joint notice under clause 9.1 of termination of this deed, the Independent Certifier must provide full assistance to the Project Parties and any appointed replacement for the Independent Certifier in order to enable such replacement to be in a position to perform the IC Services with effect from the appointment of such replacement.

9.6 Payment until date of termination

Where this deed is terminated under clause 9.1(d) or 9.2, the Independent Certifier is only entitled to be paid by the Principal the proportion of the Fee for IC Services performed up to the date of the termination.

9.7 Termination without payment

Termination of this deed will be without prejudice to any claim which any Project Party may have in respect of any breach of the terms of this deed which occurred prior to the date of termination.

9.8 Survive termination

This clause 9 will survive the termination of this deed.

9.9 Rights upon termination

If this deed is terminated pursuant to clauses 9.1(a) to 9.1(c) (inclusive), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing this deed had the Independent Certifier repudiated this deed and the Project Parties elected to treat this deed as at an end and recover damages.

9.10 Replacement deed

If this deed is terminated pursuant to clause 9.2, the Principal wishes to continue with the Project and the Principal gives the Independent Certifier a written request to do so, the Independent Certifier must promptly execute and deliver to the Principal a replacement deed on the terms of this deed incorporating such changes as are reasonably required by the Principal to either remove or replace (at the Principal's discretion) the Contractor as a party.

10. CONFIDENTIALITY AND PUBLICITY

10.1 General restriction

Subject to clause 10.2, no party will, at any time, without the written consent of the other parties, divulge or suffer or permit its servants, consultants or agents to divulge to any person (other than its officers, employees, consultants, advisers and agents who require such reports, studies, information and data to enable them to properly carry out their duties):

- (a) any of the contents of this deed;
- (b) any information relating to the negotiations concerning the same; or
- (c) any information which may have come to a party's knowledge in the course of such negotiations or otherwise concerning the operations, dealings, transactions, contracts, commercial or financial arrangements or affairs of the Project Parties.

10.2 Exceptions

The restrictions imposed by clause 10.1 will not apply to the disclosure of any information:

- (a) which is now or hereafter comes into the public domain (other than by breach of this clause) or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited (if applicable);
- (c) as required for any legitimate NSW Government purpose or process;
- (d) pursuant to the contract summary required to be published in accordance with Premier's Memorandum No. 2007-01 dated 8 January 2007 or the NSW Public Private Partnership Guidelines 2017 (TPP17-07) published by NSW Treasury;

- (e) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the disclosing party is a party or to an expert in the course of any determination by him to which the disclosing party is a party;
- (f) which, in the reasonable opinion of a party, is required to be disclosed to:
 - (i) any actual or prospective investor in or lender to (or assignee or novatee of a lender to) the Principal;
 - (ii) any actual or prospective insurer in respect of the Project;
 - (iii) any of the parties' officers, employees, professional advisers, auditors or consultants;
 - (iv) any person to whom disclosure is reasonably necessary to enable that person to comply with the D&C Documents to which it is a party; or
 - (v) any Subcontractors to whom disclosure is necessary to enable that Subcontractor to comply with the Subcontract to which it is a party for the Project;
- (g) by the Principal that is not Commercially Sensitive Information; or
- (h) without limiting this clause 10.2 or clause 10.3, any disclosure by the Principal relating to this deed and which the parties agree (acting reasonably) contains no Commercially Sensitive Information.

10.3 **Disclosure by the Principal**

- (a) Notwithstanding the other provisions of this clause 10.3 and without limiting clause 10.2, but subject to clause 10.3(b), the parties acknowledge that:
 - (i) this deed will be made available to the Auditor-General in accordance with the Public Finance and Audit Act 1983 (NSW);
 - (ii) information concerning this deed will be tabled in Parliament of the State of New South Wales by or on behalf of the Principal and will be published in accordance with applicable government policies and guidelines;
 - (iii) this deed and information concerning this deed will be published on the Principal's contracts register in accordance with the GIPA Act (subject to the prior redaction of Commercially Sensitive Information which is not required to be disclosed in the contracts register under the GIPA Act); and
 - (iv) the Principal may make this deed available to any person as required by any applicable Law.
- (b) The parties acknowledge that:
 - (i) the Principal has consulted with the Contractor and the Independent Certifier in relation to the disclosure of those parts of this deed that are not Commercially Sensitive Information;
 - (ii) the Principal will notify the Contractor and the Independent Certifier of any proposed disclosure of any information that the Principal considers (acting reasonably) may be Commercially Sensitive Information by the Principal

under the GIPA Act no later than 20 Business Days before the proposed date of disclosure;

- (iii) following notification by the Principal in accordance with clause 10.3(b)(ii), the Principal will take reasonable steps to consult with the Contractor and the Independent Certifier before the Principal discloses the information referred to in clause 10.3(b)(ii), including under the GIPA Act; and
- (iv) if, following:
 - (A) notification by the Principal in accordance with clause 10.3(b)(ii); or
 - (B) consultation between the parties in accordance with clause 10.3(b)(iii),

the Contractor or the Independent Certifier objects to the disclosure of some or all of the information referred to in clause 10.3(b)(ii) on the basis that it is Commercially Sensitive Information, the Contractor or the Independent Certifier (as applicable) must provide details of any such objection within 3 Business Days of the date the Contractor or the Independent Certifier (as applicable) received notification from the Principal or the date on which the consultation process concluded (as relevant).

- (c) The Principal may take into account any objection received from the Contractor or the Independent Certifier pursuant to clause 10.3(b)(iv) in determining whether the information identified by the Contractor or the Independent Certifier as Commercially Sensitive Information should be disclosed.
- (d) Nothing in this clause 10.3 will limit or otherwise affect the discharge of the Principal's obligations under the GIPA Act.

10.4 **Obligations preserved**

Where disclosure is permitted under clause 10.2, other than clauses 10.2(a), 10.2(b), 10.2(c), 10.2(d), 10.2(e), 10.2(g) and 10.2(h), the party providing the disclosure must ensure that the recipient of the information will be subject to the same obligation of confidentiality as that contained in this deed.

10.5 **Publicity**

- (a) The Independent Certifier must not issue any information, publication, document or article for publication concerning the Project or the IC Services to any media (or permit any third party to do so) without the prior written approval of the Principal's Representative (acting reasonably) and only in a manner approved by the Principal's Representative (acting reasonably).
- (b) If the Independent Certifier or any of its subcontractors receives a direct request from the media for comment in respect of any aspect of the Project or the IC Services, that party must promptly provide details of such request to the Principal's Representative.

11. **GST**

- (a) Except where the context suggests otherwise, terms used in this clause 11 have the meaning given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 11.
- (c) Unless otherwise expressly stated, all consideration to be provided under this deed (other than under this clause 11) is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 11.
- (d) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total costs, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (e) If GST is payable in relation to a supply made under or in connection with this deed, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.
- (f) The Supplier must provide a tax invoice to the Recipient at the same time as any consideration is to be first provided for that supply.
- (g) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 11(e), then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 11(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(e). If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note event within 7 days after the date of the adjustment event.

12. **NOTICES**

12.1 **How to give notice**

A notice or consent required, permitted or given under a provision of this deed (**Notice**):

- (a) given before the date referred to in clause 12.2(a)(ii), is only effective if it is:
 - (i) in writing;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) either:
 - (A) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (B) subject to clause 12.1(c), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address;
- (b) given on and from the date referred to in clause 12.2(a)(ii), is only effective if it is:
 - (i) subject to clause 12.1(c), sent through the PDCS in accordance with the requirements set out in clause 12.7;

- (ii) in writing;
 - (iii) addressed to the person to whom it is to be given; and
 - (iv) in circumstances where the PDCS is temporarily disabled or not operating, issued in accordance with clause 12.1(c); and
- (c) in the case of Notices which have been sent in accordance with clauses 12.1(a)(iii)(B) or 12.1(b) under clauses 7.1(a), 7.1(c), 8.4, 9.1, and 9.2, in addition to the Notice sent pursuant to clauses 12.1(a)(iii)(B) or 12.1(b), a copy of the Notice must also be printed and delivered or posted to the person's address in accordance with clause 12.1(a)(iii)(A) or clause 12.1(a)(iii)(B).

12.2 PDCS

- (a) At any time and from time to time the Principal may notify the Independent Certifier and the Contractor that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's notice will set out:
- (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the Independent Certifier and the Contractor to use the PDCS; and
 - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (b) The Independent Certifier and the Contractor must:
- (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) ensure all relevant personnel attend all necessary training required by the Principal;
 - (iv) advise the Principal of which personnel require access to the PDCS;
 - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 12.1(b)(iv) to the Principal through the PDCS.
- (c) The Principal has no liability for any losses the Independent Certifier or the Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the Independent Certifier and the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the Independent

Certifier's or the Contractor's access to or use of the PDCS or any failure of the PDCS.

12.3 Effectiveness of notices

- (a) A Notice referred to in clause 12.1 will not be effective unless it is delivered in accordance with clause 12.1(a)(iii)(A) or clause 12.1(a)(iii)(B).
- (b) A Notice issued pursuant to clause 12.1(a)(iii)(A) and a Notice issued pursuant to 12.1(a)(iii)(B) must be identical, and in the event that they are not identical, neither Notice will constitute a valid Notice.

12.4 When a notice is given

A Notice that complies with this clause 12 is regarded as given and received:

- (a) if it is delivered:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
- (b) if it is sent by mail:
 - (i) within Australia – 2 Business Days after posting; or
 - (ii) to or from a place outside Australia – 5 Business Days after posting;
- (c) subject to clause 12.4(e), if it is sent by email on the first to occur of:
 - (i) receipt by the sender of any email acknowledgement from the addressee's information system showing that the communication has been delivered to the email address of that addressee;
 - (ii) the time that the communication enters an information system which is under the control of the addressee; or
 - (iii) the time that the communication is first opened or read by the addressee,

unless the result is that the communication would be taken to be given or made after 5:00pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent, in which case that communication is taken to be received at 9:00am on the following Business Day;
- (d) subject to clause 12.4(e), if it is sent through the PDCS, at the time recorded on the PDCS as being the time at which the Notice was sent, unless that delivery is made on a non-Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and
- (e) where clause 12.4(c) applies, the relevant Notice will be taken to have been received on the later of:
 - (i) the date determined in accordance with clause 12.4(c); and

- (ii) the date determined in accordance with clause 12.4(a) or 12.4(b) (as the case may be).

12.5 **Address for notices**

A person's address are those set out below, or as the person notifies the sender:

Principal

Address: 20-44 Ennis Road, Milsons Point, NSW, 2061

Email address: [Insert]

Attention: [Insert]

Contractor

Address: [Insert]

Email address: [Insert]

Attention: [Insert]

Independent Certifier

Address: [Insert]

Email address: [Insert]

Attention: [Insert]

12.6 **Communications by email**

With respect to communications sent by email:

- (a) only the letter in .pdf format attached to the email and, subject to clause 12.6(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 12. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 12.1(a) will only form part of a communication under this clause 12 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
 - (i) to ensure that their respective firewall and/or mail server (as applicable):
 - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received; and
 - (B) automatically sends a receipt notification to the sender upon receipt of a message; and
 - (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the

recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

12.7 **Communications by the PDCS**

With respect to Notices sent through the PDCS:

- (a) only the text in any Notice or, subject to clause 12.7(b), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
- (b) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (i) .pdf format;
 - (ii) a format compatible with Microsoft Office; or
 - (iii) such other format as may be agreed between the parties in writing from time to time.

13. **GENERAL**

13.1 **Governing Law**

This deed is governed by and must be construed according to the Law applying in New South Wales.

13.2 **Jurisdiction**

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 13.2(a).

13.3 **Cost**

- (a) A party which has an obligation to do anything under this deed must perform that obligation at its cost, unless expressly provided for otherwise.
- (b) The Contractor must pay all stamp duties and any related fines and penalties and any other fees payable in respect of this deed, the performance of this deed and each transaction effected by or made under this deed other than the Fee.
- (c) The Contractor is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause.

13.4 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any right, power or remedy provided by Law or under this deed by any party does not in any way preclude, or operate as a waiver of,

any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.

- (b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by a party of:
 - (i) a breach of any term of this deed; or
 - (ii) any other failure by a party to comply with a requirement of this deed,
will operate as a waiver of:
 - (iii) another breach of that term or of a breach of any other term of this deed; or
 - (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

13.5 **Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by Law or reasonably requested by the other party or parties to give effect to this deed.

13.6 **Provisions limiting or excluding liability**

Any provision of this deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by Law.

13.7 **Counterparts**

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

13.8 **Variation**

No modification, variation or amendment of this deed will be of any force unless such modification, variation or amendment is in writing and executed by each party.

13.9 **Severability of provisions**

Any provision of this deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions hereof or thereof.

13.10 **Joint and several liability**

- (a) The obligations of a party, if more than one person, under this deed are joint and several and each person constituting that party acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the other parties to this deed may proceed against any one or all of them.

- (b) The rights of a party, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting that party (and not severally or jointly and severally).
- (c) Any payment by a party under this deed to any account nominated in writing by another party or, failing such nomination, to any one or more persons constituting that party, will be deemed to be payment to all persons constituting that party.
- (d) A party, if more than one person, may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting that party.

13.11 **Exclusion of proportionate liability scheme**

To the extent permitted by Law, Part 4 of the Civil Liability Act 2002 (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of a party under this deed whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

Without limiting the above, the rights, obligations and liabilities of the parties under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

13.12 **Assignment and novation**

- (a) The Contractor and the Independent Certifier must not assign, novate or otherwise transfer any of their rights or obligations under this deed without the prior written consent of the Principal.
- (b) The Principal may, in its absolute discretion and without consent from the Contractor or the Independent Certifier, assign, novate or otherwise transfer any of its rights or obligations under this deed to any assignee, novatee or other beneficiary of the D&C Deed, where the assignment, novation or other transfer is in accordance with the terms of the D&C Deed. The Independent Certifier and the Contractor must, if requested, execute a deed of novation in the form set out at Schedule 7.

13.13 **Entire Agreement**

To the extent permitted by Law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

13.14 **Indemnities**

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.

It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

13.15 **No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

13.16 **Moratorium Legislation**

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

Executed as a deed.

The Seal of **Transport for NSW** (ABN 18 804 239 602) was affixed to this document in the presence of the Chief Executive or member of staff authorised in that behalf by the Chief Executive pursuant to section 109 of the *Transport Administration Act 1988* (NSW):

Signatory Name

Executed by **[INSERT CONTRACTOR]**
(ABN [insert]) in accordance with section
127 of the Corporations Act 2001 (Cth):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed by **[INSERT INDEPENDENT CERTIFIER]** (ABN [insert]) in accordance with section 127 of the Corporations Act 2001 (Cth):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Schedule 1

IC Services

The IC Services include:

- (a) the Independent Certifier preparing a monthly progress report under clause 3.11 of a maximum of 8 A4 pages (plus attachments, if necessary) setting out:
 - (i) the tasks undertaken by the Independent Certifier during that month;
 - (ii) the visits made by the Independent Certifier to the Construction Site and elsewhere in connection with the Project during that month;
 - (iii) the documents reviewed by the Independent Certifier during that month and the current status of those documents;
 - (iv) the progress made by the Contractor in the development of the Design Documentation or the construction of the Works with reference to the current Overall D&C Program, and provision of the Independent Certifier's opinion on whether the Contractor will achieve Opening Completion by the Sunset Date;
 - (v) any issues identified by the Independent Certifier; and
 - (vi) the status of all Defects and non-conformances, including details of any corrective action plans, or corrective actions taken, by the Contractor in respect of them,and submitting that report to each of the Project Parties no later than 3 Business Days after the end of the month to which the report relates;
- (b) all the functions, obligations, duties and services which the D&C Deed and the SWTC contemplate will be discharged by the Independent Certifier including providing various certificates and Payment Statements required under the D&C Deed and the SWTC;
- (c) all the functions, obligations, duties and services which the WestConnex Interface Agreement contemplates will be discharged by the Independent Certifier, Independent Certifier or similarly named role including providing various certificates required under the WestConnex Interface Agreement;
- (d) without limiting sections (a). (b) and (c) above, all other things and tasks not described in this deed, the D&C Deed or the WestConnex Interface Agreement, if those things and tasks should have been reasonably anticipated by an experienced and competent professional provider of the IC Services as being necessary for the performance of the IC Services or that are otherwise capable of inference from this deed, the D&C Deed or the WestConnex Interface Agreement;
- (e) all other services directed by the Principal under clause 2.3;
- (f) the Independent Certifier carrying out the IC Services referred to in clause 12 of the D&C Deed and satisfying itself that the Design Documentation satisfies the requirements of the D&C Deed and the SWTC, including by:
 - (i) attending all design presentation workshops delivered by the Contractor, engaging with the Contractor's design personnel to obtain an explanation of

- any Design Documentation, and requesting any review information necessary to explain the Design Documentation to assist certification of the compliance;
- (ii) attending meetings of the Contractor's design team and any other meetings at which design issues are discussed;
 - (iii) meeting with the Project Parties;
 - (iv) conducting audits of the Contractor's compliance with its Design Plan; and
 - (v) reviewing any Design Documentation that is amended by the Contractor or resubmitted by the Contractor.
- (g) certification of the correction of any Defects and any non-conformance by the Contractor (including during the Defects Correction Period);
 - (h) providing guidance, assistance and coordination with the Principal's Surveillance Officer in the execution of the Principal's Surveillance Officer's duties;
 - (i) reviewing the Contractor's Payment Claims including valuing and deducting any non-conformances or defect rectification work and taking into consideration any comments from the Project Parties;
 - (j) promptly providing a written response to the Project Parties regarding their comments on the Contractor's Payment Claims or any other action or decision of the Independent Certifier in relation to the Contractor's Activities;
 - (k) reviewing and commenting on the Contractor's Overall D&C Program and supporting information;
 - (l) reviewing and commenting on any Contractor Change Notices provided by the Contractor, Change proposed by the Contractor or other details relating to a Change provided by the Contractor;
 - (m) for every design stage, collating and checking all notified comments on Design Documentation, providing a consolidated register to the Project Parties of:
 - (i) non-compliances with the D&C Deed with proposed actions for how and when each non-compliance will be resolved;
 - (ii) all other comments and observations with reasons why the comment is not considered to be a non-compliance with the D&C Deed; and
 - (iii) a record of the resolution of all comments provided on Design Documentation, including amended IFC Design Documentation.
 - (n) meeting with the Contractor, each relevant designer and the Principal's Representative to review the registers of comments on Design Documentation and recording all actions to be taken by either the Contractor or Principal;
 - (o) nominating Hold Points and Witness Points during the performance of the Contractor's Activities;
 - (p) attending or witnessing Witness Points, and attending, witnessing and releasing Hold Points, in accordance with this deed and the D&C Deed;

- (q) witnessing any inspections and tests for a Witness Point or Hold Point;
- (r) undertaking surveillance, process quality audits, Quality Management System Audits and product quality audits of the Contractor's Activities;
- (s) issuing corrective action requests and non-conforming product notifications;
- (t) advising the Contractor of apparent non-conformances, receiving reports of non-conformances from the Contractor, reviewing and providing comments on corrective action plans submitted by the Contractor and reviewing corrective actions (taking all durability objectives, safety objectives and performance requirements into account);
- (u) if requested by the Principal, considering potential non-conformances raised by the Principal, the Principal's Representative, the Principal's Surveillance Officer, the Environmental Representative, the Acoustics Adviser or any other person who may review or approve any part of the Works or the Contractor's Activities;
- (v) reviewing and certifying the Project Plans in accordance with the D&C Deed and SWTC and monitoring the Contractor's Activities for compliance against those Project Plans; and
- (w) the Independent Certifier carrying out the IC Services including all equipment, furniture and fixtures required to carry out those services other than those provided by the Contractor under SWTC Appendix C.3.

Schedule 2

Payment Schedule

1. **PAYMENT CLAIM**

At the end of each month after the later of the date of the D&C Deed and the date of this deed, the Independent Certifier must submit to the Principal an account for payment on account of the Fee:

- (a) setting out the value of the IC Services performed in accordance with this deed during the relevant month;
- (b) calculated in accordance with this Payment Schedule; and
- (c) in such form and with such details and supporting documentation as the Principal may reasonably require (which may include details of the time expended by the Independent Certifier in performing the IC Services).

2. **PAYMENT AND NOTIFICATION OF DISPUTED AMOUNTS**

- (a) The parties agree that the Principal will pay [REDACTED] of the Fee, including any adjustments calculated in accordance with paragraph 4 of this Payment Schedule.
- (b) Subject to paragraph 6 of this Payment Schedule the Principal must, within 15 Business Days after receipt of the account for the month (submitted in accordance with paragraph 1), pay the Independent Certifier any portion of the Fee attributable to the IC Services performed during the month which is not disputed. If the Principal disagrees with an amount included in an account submitted by the Independent Certifier then, within 10 Business Days of receipt of the Independent Certifier's account, the Principal must notify the Independent Certifier (with a copy to the Contractor) in writing of the reasons for any amount which is disputed.
- (c) If the parties do not resolve the matter within 10 Business Days after the issue of the Principal's written notice, the Principal's Representative (acting reasonably and independently) must determine the dispute. Any determination by the Principal's Representative in respect of the amount payable must be given effect to by the parties unless and until it is reversed or overturned in any subsequent court proceedings.

3. **THE FEE**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

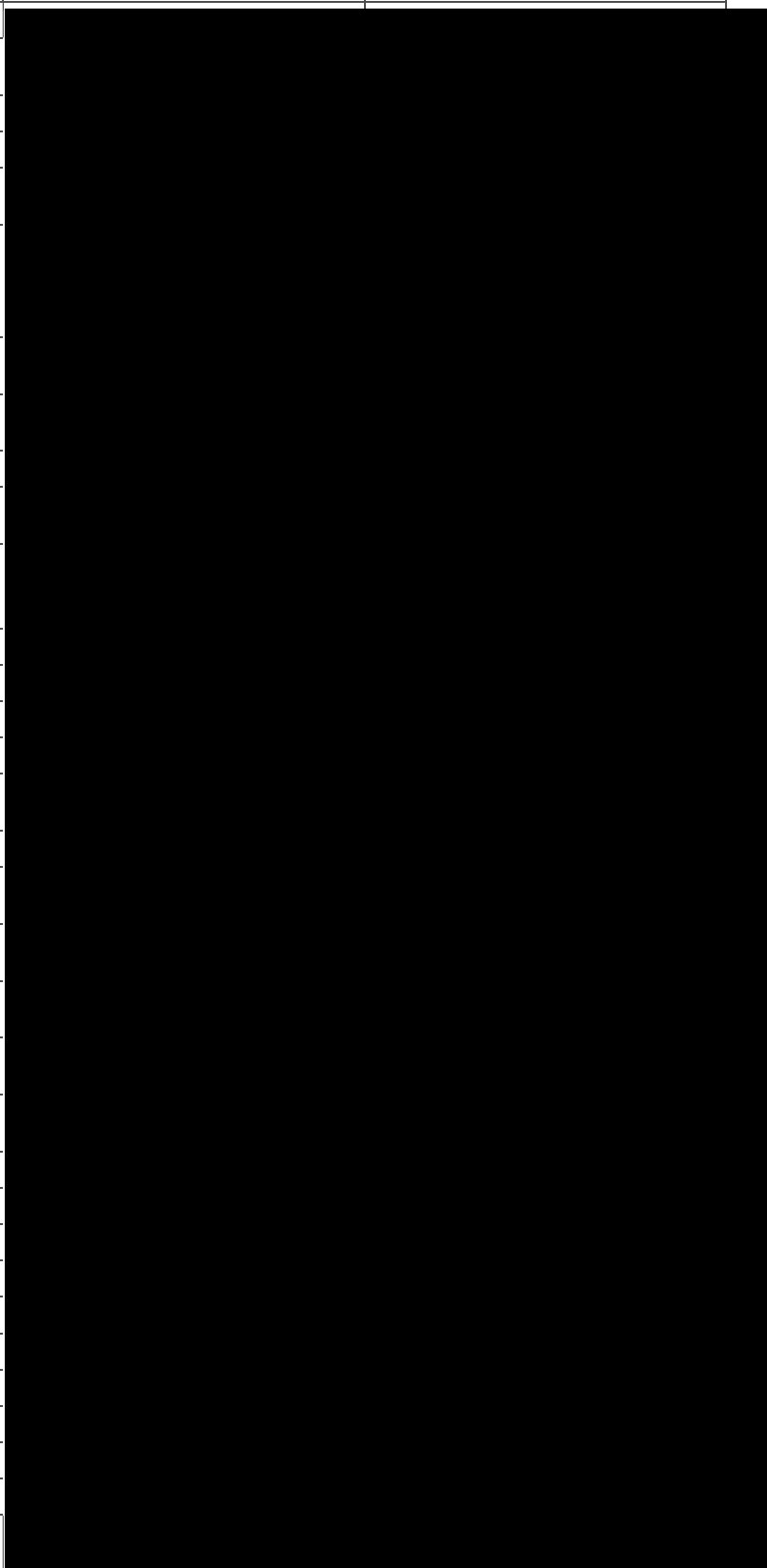
4. **SCHEDULE OF RATES**

IC Services – adjustments

Role	Nominated Key Personnel	Daily Rate (\$) (excluding GST)
Design Phase Services		
Independent Certifier's Project Director		
Independent Certifier's Representative		
Design Manager		
Assistant Design Manager / RMS Interface Manager		
Completion & Commissioning Lead		
Quality, Competency & Compliance Manager		
Project Controls (Cost and Progress) Lead / Cost Payment Assessment Engineer		
Document Controller / Site Admin Assistant		
Air Quality - Specialist		
Buildings - Architecture - Specialist		
Buildings - Services - Specialist		
Buildings - Structures - Specialist		
CEMP Review - Specialist		
Contamination - Specialist		
Contamination - Specialist		
Drainage - Tunnel / Permanent drainage Surface / Temp drainage Surface - Specialist		
Durability - Specialist		
Electrical - HV - Specialist		
Electrical - LV - Specialist		
Environmental Approvals - Specialist		
Fire & Life Safety - Specialist		
Fire Protection - Specialist		
Geotechnical / Settlement and instrumentation - Specialist		
Hydrology - Specialist		
Hydrology - Specialist		
Lighting - Specialist		
Noise and Vibration - Specialist		
O&M Adviser		

Role	Nominated Key Personnel	Daily Rate (\$) (excluding GST)
OMCS - Specialist		
Pavements - Specialist		
Road Alignment - Tunnel / Surface / Temp Traffic staging designs - Specialist		
Road Furniture, signs and lines - Specialist		
Structures - Civil - Specialist		
Structures - Cut & Cover / Civil - Specialist		
Systems Engineer specialising in RAMS and SIL analysis		
Temporary Works - Specialist		
Tolling - Specialist		
Traffic / ITS and Signals design - Specialist		
Traffic Modelling Adviser - Specialist		
Tunnels - Engineering - Specialist		
Tunnels - Hydrogeological - Specialist		
Tunnels - Primary & Secondary Support - Specialist		
Tunnels - Structures - Specialist		
Tunnels - Y Junctions & Settlement Sensitive Areas - Specialist		
Tunnels - Space Proofing - Specialist		
Urban Design / Landscape - Specialist		
Utilities - Specialist		
Ventilation - Mechanical - Specialist		
Ventilation - Systems - Specialist		
Water Treatment - Specialist		
Construction Phase Services		
Independent Certifier's Project Director		
Independent Certifier's Representative		
Construction Manager		
Completion & Commissioning Lead		
CPS -Design Lead		
Assistant Design Manager /		

Role	Nominated Key Personnel	Daily Rate (\$) (excluding GST)
RMS Interface Manager		
Quality, Competency & Compliance Manager		
Safety Assessor / Auditor		
Quality Assessor / Auditor		
Environmental Observation / Approvals - Specialist		
Project Controls (Cost and Progress) Lead / Cost Payment Assessment Engineer		
Program Monitoring - Specialist		
Document Controller / Site Admin Assistant		
Senior Engineer - Tunnelling		
Senior Geotechnical Engineer		
Systems Engineer specialising in RAMS and SIL analysis		
Tunnelling Engineers/SO		
Tunnelling Engineers/SO		
Tunnelling Engineers/SO		
Tunnelling Engineers/SO		
Senior Engineer - Civil / Structural		
Utility Manager		
Civil Surface Works Engineer/SO		
Civil Surface Works Engineer/SO		
Civil Surface Works Engineer/SO		
Structural Surface Works Engineer/SO		
Structural Surface Works Engineer/SO		
Buildings/SO		
M&E Senior Engineer		
M&E Engineers/SO		
M&E Engineers/SO		
Tunnels - Specialist		
M&E - Specialist		
Geotechnical - Specialist		
Contamination - Specialist		
Ventilation - Specialist		
Civil structures - Specialist		
Tunnel Structures - Specialist		



Role	Nominated Key Personnel	Daily Rate (\$) (excluding GST)
Hydrogeologist - Specialist		
Building Services - Specialist		
Building Structures - Specialist		
Durability - Specialist		
Tolling - Specialist		
Noise and Vibration/Environmental - Specialist		
IC Management - Peer Reviewer		
Construction - Peer Reviewer		
Tunnels - Peer Reviewer		
Structural - Peer Reviewer		
Geotechnical - Peer Reviewer		
M&E - Peer Reviewer		
O&M Adviser		
Completion Services	Phase	
Completion & Commissioning Lead		
M&E Project Engineer		
M&E Engineers/SO		
O&M Project Engineer		
OMCS Systems & Services Manager		
Systems Engineer specialising in RAMS and SIL analysis		

These rates contain allowances for the provision of all labour, materials, work, telecommunications, disbursements and other costs necessary for and arising out of or in connection with the IC Services for which the Independent Certifier is to be paid on a schedule of rates basis under this deed, excluding disbursements described in and payable under paragraph 5 of this Payment Schedule.

The rates will be increased every 12 months with the first adjustment to occur on the date which is 12 months after the date of this deed. On each occasion on which the rates are to be adjusted the rates will be increased by [REDACTED].

When claiming payment for any IC Services for which the Independent Certifier is to be paid on a schedule of rates basis the Independent Certifier must provide details of the time expended by the Independent Certifier in performing the IC Services for which the Independent Certifier is entitled to be paid on a schedule of rates basis together with such further evidence as may be requested by the Principal.

5. **DISBURSEMENTS**

- (a) The Independent Certifier will only be entitled to reimbursement of disbursements for travel incurred in the course of carrying out the IC Services for which the Independent Certifier is to be paid on a schedule of rates basis under this deed if those travel disbursements:
- (i) are direct costs which have been reasonably and properly incurred for the sole purpose of performing IC Services for which the Independent Certifier is to be paid on a schedule of rates basis in accordance with this deed and do not fall into the category of one of the disbursements described in paragraph 5(b) of this Payment Schedule;
 - (ii) were approved in writing by the Contractor and the Principal prior to being incurred where they exceed [REDACTED]; and
 - (iii) are supported by documentation which is satisfactory to the Contractor and the Principal.
- (b) The Independent Certifier is not entitled to reimbursement of costs relating to vehicles, local transport (within New South Wales), car parking, computers, insurance, general office consumables and telecommunications.
- (c) The Independent Certifier will only be entitled to reimbursement of travel disbursements incurred in the course of carrying out the IC Services for which the Independent Certifier is to be paid on a lump sum basis under this deed if those disbursements:
- (i) were not possible to be identified at the tender stage;
 - (ii) are direct costs which have been reasonably and properly incurred for the sole purpose of performing surveillance, inspection, monitoring and audits as part of the IC Services at locations outside New South Wales;
 - (iii) were approved in writing by the Contractor and the Principal prior to being incurred where they exceed [REDACTED]; and
 - (iv) are supported by documentation which is satisfactory to the Contractor and the Principal.
- (d) The Independent Certifier will not be entitled to make any claim against the Contractor or the Principal arising out of or in connection with disbursements incurred in connection with the performance of the IC Services for margin and other than in accordance with paragraphs 5(a) and 5(c) of this Payment Schedule.

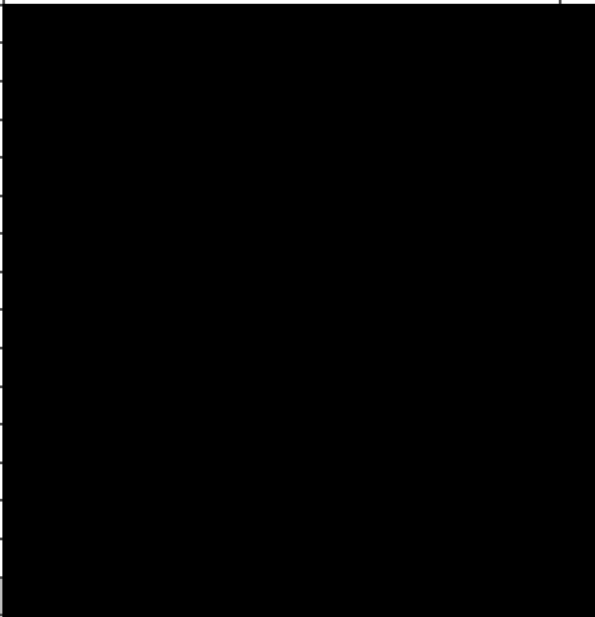
6. **MONTHLY PAYMENT SCHEDULE**

The portion of the Fee which will become payable to the Independent Certifier each month will be determined based on the rates in paragraph 4 of this Payment Schedule and the personnel time expended and disbursements incurred in the performance of the IC Services in accordance with this deed (provided the total amount payable is limited to the Fee).

The Independent Certifier must provide reasonable evidence of the personnel time expended and disbursements incurred in the performance of the IC Services during the relevant payment period with each account for payment provided under paragraph 1 of this Payment Schedule.

The indicative monthly payment to be made is set out in the following table. The Independent Certifier must, if requested by the Principal, promptly provide an updated table of indicative monthly payments based on the actual and reasonably forecast progress of the IC Services.

Month after date of the D&C Deed	Payment (\$ excluding GST)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
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28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	

Month after date of the D&C Deed	Payment (\$ excluding GST)
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
Total (excluding GST)	

7. **GST**

All lump sums, rates and amounts in this Payment Schedule exclude GST.

Schedule 3

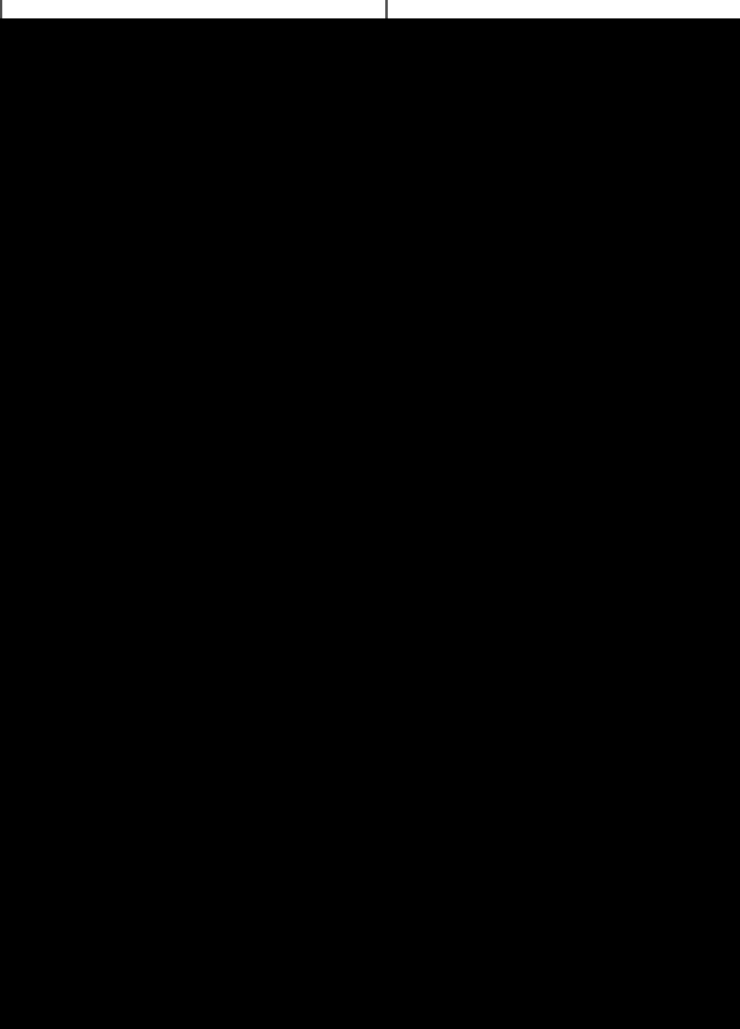
Minimum resources and surveillance levels

1. MINIMUM RESOURCES COMMITMENT

The Independent Certifier acknowledges and agrees that the minimum levels of resources, including personnel-days, set out in this Schedule 3 are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Independent Certifier to perform the IC Services in accordance with this deed.

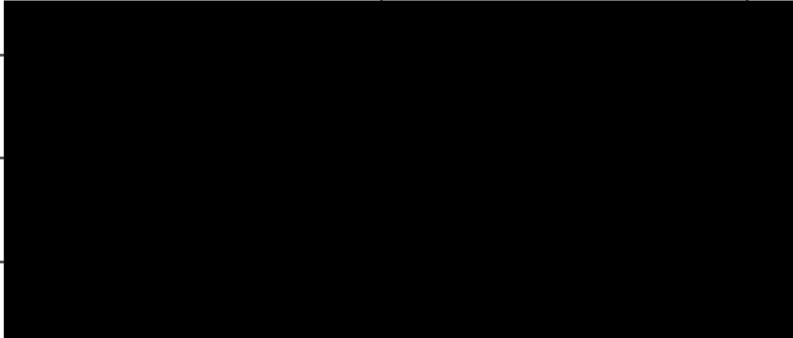
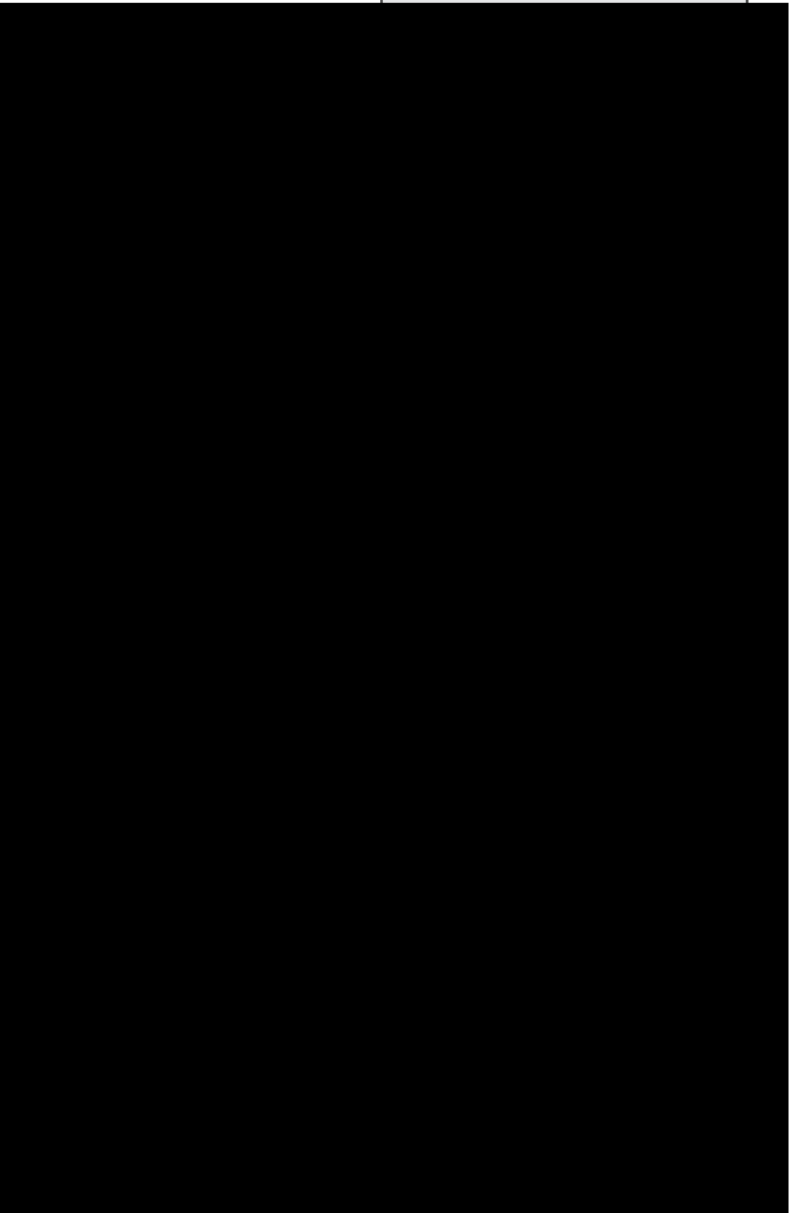
In this Schedule 3, a reference to "days" excludes public holidays and includes only those days which are stated in the Overall D&C Program as working days.

The Independent Certifier must provide at least the following Key Personnel to perform the IC Services with the minimum days to be committed to the IC Services as set out below:

Role	Nominated Individual	Minimum commitment (Days)
Design Phase Services		
Independent Certifier's Project Director		
Independent Certifier's Representative		
Design Manager		
Assistant Design Manager / RMS Interface Manager		
Completion & Commissioning Lead		
Quality, Competency & Compliance Manager		
Project Controls (Cost and Progress) Lead / Cost Payment Assessment Engineer		
Document Controller / Site Admin Assistant		
Air Quality - Specialist		
Buildings - Architecture - Specialist		

Buildings - Services - Specialist	
Buildings - Structures - Specialist	
CEMP Review - Specialist	
Contamination - Specialist	
Contamination - Specialist	
Drainage - Tunnel / Permanent drainage Surface / Temp drainage Surface - Specialist	
Durability - Specialist	
Electrical - HV - Specialist	
Electrical - LV - Specialist	
Environmental Approvals - Specialist	
Fire & Life Safety - Specialist	
Fire Protection - Specialist	
Geotechnical / Settlement and instrumentation - Specialist	
Hydrology - Specialist	
Hydrology - Specialist	
Lighting - Specialist	
Noise and Vibration - Specialist	
O&M Adviser	
OMCS - Specialist	
Pavements - Specialist	

Road Alignment - Tunnel / Surface / Temp Traffic staging designs - Specialist	
Road Furniture, signs and lines - Specialist	
Structures - Civil - Specialist	
Structures - Cut & Cover / Civil - Specialist	
Systems Engineer specialising in RAMS and SIL analysis	
Temporary Works - Specialist	
Tolling - Specialist	
Traffic / ITS and Signals design - Specialist	
Traffic Modelling Adviser	
Tunnels - Engineering - Specialist	
Tunnels - Hydrogeological - Specialist	
Tunnels - Primary & Secondary Support - Specialist	
Tunnels - Structures - Specialist	
Tunnels - Y Junctions & Settlement Sensitive Areas - Specialist	
Tunnels - Space Proofing - Specialist	
Urban Design / Landscape - Specialist	

Utilities - Specialist	
Ventilation - Mechanical - Specialist	
Ventilation - Systems - Specialist	
Water Treatment - Specialist	
Total Number of Days for the Design Phase Services	
Construction Phase Services	
Independent Certifier's Project Director	
Independent Certifier's Representative	
Construction Manager	
Completion & Commissioning Lead	
CPS - Design Lead	
Assistant Design Manager / RMS Interface Manager	
Quality, Competency & Compliance Manager	
Safety Assessor / Auditor	
Quality Assessor / Auditor	
Environmental Observation / Approvals - Specialist	
Project Controls (Cost and Progress) Lead / Cost Payment Assessment Engineer	
Program Monitoring - Specialist	

Document Controller / Site Admin Assistant	
Senior Engineer – Tunnelling	
Senior Geotechnical Engineer	
Systems Engineer specialising in RAMS and SIL analysis	
Tunnelling Engineers/SO	
Tunnelling Engineers/SO	
Tunnelling Engineers/SO	
Tunnelling Engineers/SO	
Senior Engineer - Civil / Structural	
Utility Manager	
Civil Surface Works Engineer/SO	
Civil Surface Works Engineer/SO	
Civil Surface Works Engineer/SO	
Structural Surface Works Engineer/SO	
Structural Surface Works Engineer/SO	
Buildings/SO	
M&E Senior Engineer	
M&E Engineers/SO	
M&E Engineers/SO	

Tunnels - Specialist	
M&E - Specialist	
Geotechnical - Specialist	
Contamination - Specialist	
Ventilation - Specialist	
Civil structures - Specialist	
Tunnel Structures - Specialist	
Hydrogeologist - Specialist	
Building Services - Specialist	
Building Structures - Specialist	
Durability - Specialist	
Tolling - Specialist	
Noise and-Vibration/Environmental - Specialist	
IC Management - Peer Reviewer	
Construction - Peer Reviewer	
Tunnels - Peer Reviewer	
Structural - Peer Reviewer	
Geotechnical - Peer Reviewer	
M&E - Peer Reviewer	
O&M Adviser	

Total number of Days for the Construction Phase Services	
Completion Phase Services	
Completion & Commissioning Lead	
M&E Project Engineer	
M&E Engineers/SO	
O&M Project Engineer	
OMCS Systems & Services Manager	
Systems Engineer specialising in RAMS and SIL analysis	
Total number of Days for the Completion Phase Services	
Total number of Days for the IC Services	

2. **MINIMUM ABILITY, KNOWLEDGE, SKILL, EXPERTISE AND EXPERIENCE OF INDEPENDENT CERTIFIER'S PERSONNEL**

Independent Certifier's Project Director

- (a) The Independent Certifier's Project Director must possess a recognised qualification relevant to the position and the IC Services and have extensive experience in the project certification of large projects similar to the Project and the Contractor's Activities.
- (b) The Independent Certifier's Project Director must at all times have authority to act on behalf of the Independent Certifier in respect of the IC Services.

Independent Certifier's Representative for the IC Services

The Independent Certifier's Representative for the IC Services must possess a recognised qualification relevant to the position and the IC Services and have at least five years' experience in the construction certification of large projects similar to the Project and the Contractor's Activities and at least 15 years' experience in construction including strong experience in road tunnels or similar complex infrastructure.

Design Manager

The Design Manager must possess a recognised qualification relevant to the position and the IC Services and have at least ten years' experience in the design certification of large projects similar to the Project and the Contractor's Activities and at least 15 years'

experience in construction including strong experience in road tunnels or similar complex infrastructure

Construction Manager

The Construction Manager must possess a recognised qualification relevant to the position and the IC Services and have at least 15 years' experience in construction including strong experience in road tunnels or similar complex infrastructure.

Completion Lead

The Completion Lead must possess a recognised qualification relevant to the position and the IC Services and at least ten years of experience in testing and commissioning road tunnels or similar complex infrastructure.

Senior Engineer – Civil and Structure

The Senior Engineer – Civil and Structure must possess a recognised qualification relevant to the position and the IC Services and have at least three years' experience in design and construction certification of large projects similar to the Project and the Contractor's Activities and at least ten years' experience in design and construction including strong experience in tunnelling civil and structural works design review.

Senior Engineer – Mechanical and Electrical

The Senior Engineer – Mechanical and Electrical must possess a recognised qualification relevant to the position and the IC Services and have at least three years' experience in design and construction certification of large projects similar to the Project and the Contractor's Activities and at least ten years' experience in design and construction including strong experience in tunnelling mechanical and electrical works.

Systems and Services Manager

The Systems and Services Manager must possess a recognised qualification relevant to the position and the IC Services and at least ten years' experience in the design and construction of road tunnel and tolling systems.

Senior Tunnelling Engineer

The Senior Tunnelling Engineer must possess a recognised qualification relevant to the position and the IC Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Contractor's Activities and at least ten years' experience in construction including strong experience in tunnelling construction.

Contamination Reviewer

The Contamination Reviewer must have at least ten years' experience in the infrastructure design and certification industry, including contamination treatment.

Utilities Manager

The Utilities Manager must have at least ten years' experience in the roads infrastructure industry and give years of experience with certification.

Geotechnical and Hydrology Reviewer

The Geotechnical & Hydrology Reviewer must possess a recognised qualification relevant to the position and the IC Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Contractor's Activities and at least 15 years' experience in construction including strong experience in geotechnical review.

Project Controls (Cost and Progress) Lead

The Project Controls (Cost and Progress) lead must possess a recognised qualification relevant to the position and the IC Services and have at least three years' experience in the construction certification of large projects similar to the Project and the Contractor's Activities and at least 15 years' experience in construction including strong experience in project controls.

Document Controller/Site Administrative Assistant

The Document Controller/Site Administrative Assistant must have experience in document control and site administration on major civil engineering projects.

Cost/Payment Assessment Engineer

The Cost/Payment Assessment Engineer must possess a recognised qualification relevant to the position and the IC Services and have at least ten years' experience in the construction certification of large projects similar to the Project and the Contractor's Activities.


3. **MINIMUM SURVEILLANCE COMMITMENT**


The Independent Certifier acknowledges and agrees that the minimum surveillance levels set out in this Schedule 3 are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Independent Certifier to perform the IC Services in accordance with this Deed.

The Independent Certifier must carry out, as a minimum, the following surveillance activities at the frequencies set out below at each site which forms part of the Construction Site:

Surveillance Activity	Frequency during the Contractor's Activities
<p>Environmental Observation</p> <p>Observe the implementation of physical environmental controls, in accordance with the Construction Environmental Management Plan and sub-plans, including:</p> <ul style="list-style-type: none"> • <i>noise and vibration;</i> • <i>air quality;</i> • <i>mud, dirt and debris on roadways;</i> • <i>water quality;</i> • <i>Contamination;</i> • <i>property accesses;</i> • <i>temporary pedestrian pathways and cycleways;</i> • <i>working within the approved hours;</i> • <i>spoil stockpiling and disposal;</i> • <i>waste management and disposal;</i> • <i>heritage management;</i> • <i>landscape maintenance; and</i> • <i>report to the Other Parties and the Environmental Representative.</i> 	<p style="text-align: center;">Twice weekly</p>

Surveillance Activity	Frequency during the Contractor's Activities
<p>Traffic and Transport Surveillance</p> <p>Monitor the traffic and transport management and control provisions for compliance with the relevant Project Plans, including:</p> <ul style="list-style-type: none"> • <i>layouts for compliance with approved Traffic and Transport Management Plans and control plans, including sign maintenance and delineation;</i> • <i>provisions for bicyclists, pedestrians, disabled persons, public transport passengers, public transport operators and road traffic;</i> • <i>timing and duration of road occupancies;</i> • <i>qualifications of traffic control personnel; and</i> • <i>truck haulage routes off the Construction Site.</i> 	<p>Daily</p> <p>Daily</p> <p>} Weekly</p>
<p>Work Health and Safety Observation</p> <p>In conjunction with provision of the other IC Services, advise the other parties of issues that the Independent Certifier becomes aware of which may affect the safety of persons or property.</p>	<p><i>As required</i></p>
<p>Quality Management Surveillance</p> <p>Inspect the Contractor's Activities for compliance with the requirements of the D&C Deed.</p>	<p><i>Daily</i></p>
<p>Inspect circumstances where significant non-conformances are or will be reported.</p>	<p><i>Each occurrence</i></p>
<p>Check compliance with the Quality Plans, process control plans and work processes.</p>	<p><i>Each method statement</i></p>
<p>Check implementation of inspection and test plans, including:</p> <ul style="list-style-type: none"> • <i>testing frequencies;</i> • <i>test methods;</i> • <i>test result verifications; and</i> • <i>release of Hold Points.</i> 	<p>} Weekly</p> <p><i>All Hold Points</i></p>

Surveillance Activity	Frequency during the Contractor's Activities
Monitor the rectification of non-conforming product or work.	<i>All rectifications</i>
<p>Construction Surveillance</p> <p>Monitor the Contractor's obligations to inform the local community of planned investigations and construction operations and changes that affect properties, residences and businesses;</p>	<i>Weekly</i>
Check that the Contractor's Activities including in relation to the tunnel alignment, tunnel excavations, service facility shafts, cross passages, cross passages with sumps and construction work is within each relevant design tolerance;	<i>Weekly</i>
Check that the Project Works and Temporary Works are being constructed using Design Documentation in compliance with the D&C Deed.	<i>Daily</i>
Check that durability requirements of the Project Works are being addressed and applied;	<i>Weekly</i>
<p>Witness construction trials and commissioning tests, including:</p> <ul style="list-style-type: none"> • <i>use of any materials, plant and equipment that differs from accepted industry standards;</i> • <i>concrete including in-situ concrete and precast elements;</i> • <i>sprayed concrete;</i> • <i>waterproofing systems;</i> • <i>water collection, treatment and discharge systems;</i> • <i>rock bolts/ground anchors;</i> • <i>blasting;</i> • <i>tunnel and cavern lighting and ventilation systems; and</i> • <i>Utility Service diversions.</i> 	 <p><i>Each trial and test</i></p>
Record photographically and catalogue general and detailed work in progress.	<i>20 digital photographs/day</i>

<p>Witness the construction of the Project Works and Temporary Works including:</p> <ul style="list-style-type: none"> • <i>tunnel excavation;</i> • <i>cross passages;</i> • <i>nozzle enlargements;</i> • <i>bridges and structures;</i> • <i>ground support and treatment;</i> • <i>waterproofing;</i> • <i>permanent structural concrete linings;</i> • <i>tunnel portal, headwalls and wing walls;</i> • <i>dive structures;</i> • <i>slope protection and retaining structures;</i> • <i>flood protection including sump and drainage systems;</i> • <i>crossover cavern;</i> • <i>structural connections;</i> • <i>groundwater collection, treatment and drainage systems;</i> • <i>shaft excavation;</i> • <i>concrete blinding layer;</i> • <i>soil and rock bolts and anchors;</i> • <i>niches and enlargements excavation;</i> • <i>earthing and electrolysis protection, including earthing and bonding of reinforcement and monitoring points;</i> • <i>mechanical and electrical works;</i> • <i>haulage roads;</i> • <i>provisions to access, secure, support and hand over the Third Party Works;</i> • <i>Utility Service diversions; and</i> • <i>adjustments to or demolition of existing infrastructure and buildings.</i> 	 <p style="text-align: center;"><i>Daily</i></p>
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<p>Quality Product Surveillance Monitoring</p> <ul style="list-style-type: none"> • Monitor structure foundation and subgrade preparation and treatments; • Monitor compaction of earthworks and spoil; and • Monitor manufacture of off-site precast units. 	<p><i>Initial preparation and treatment</i></p> <p><i>Weekly</i></p> <p><i>Twice Weekly</i></p>
<p>Monitor:</p> <ul style="list-style-type: none"> • preparation and testing of grout test specimens; • bolt anchorage testing of rock bolts; • Monitor preparation of sprayed concrete test specimens; • Monitor concrete supply, including: <ul style="list-style-type: none"> • audits of each batch plant; • reviews of grout, mortar, concrete, precast concrete and sprayed concrete mix designs (including off-site work); and • monitoring of supplied mixes compared with mix designs. 	<p><i>Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter.</i></p> <p><i>Weekly</i></p> <p><i>Weekly</i></p> <p><i>Each mix</i></p> <p><i>Weekly</i></p>
<p>Monitor concreting and associated works including:</p> <ul style="list-style-type: none"> • <i>preparation;</i> • <i>formwork;</i> • <i>bracing;</i> • <i>reinforcement;</i> • <i>placing;</i> • <i>stressing;</i> • <i>finishing;</i> • <i>curing; and</i> • <i>stripping formwork.</i> <p>Sprayed concrete, including:</p>	<p><i>Daily</i></p>

<ul style="list-style-type: none"> • <i>Batching and mixing</i> 	<i>Each procedure</i>
<ul style="list-style-type: none"> • <i>Application</i> 	<i>Twice weekly</i>
<ul style="list-style-type: none"> • <i>Depth control</i> 	<i>Twice weekly</i>
<ul style="list-style-type: none"> • <i>Curing</i> 	<i>Monthly</i>
<ul style="list-style-type: none"> • <i>Production tests</i> 	<i>Daily</i>
<p>Monitor steel fabrication, including:</p>	
<ul style="list-style-type: none"> • <i>reviews of welding procedures; and</i> 	<i>Each procedure</i>
<ul style="list-style-type: none"> • <i>monitoring of the fabrication and welding processes for major members (off-site).</i> 	<i>Twice weekly</i>
<p>Monitor protective treatment systems (off-site).</p>	<i>Twice weekly</i>
<p>Monitor ground movement equipment monitors including:</p>	
<ul style="list-style-type: none"> • <i>audits of equipment; and</i> 	<i>Monthly</i>
<ul style="list-style-type: none"> • <i>review of results.</i> 	<i>Daily</i>

Schedule 4

Subcontractors and Technical Specialists

Nil

Schedule 5

Commercially Sensitive Information

	Deed Reference	Commercially Sensitive Information
1.	Schedule 2 (Payment Schedule), clauses 3, 4 and 5	All
2.	Schedule 3 (Minimum resources and surveillance levels), clause 1	All
3.	Attachment A to Schedule 8 (Initial Certification and Monitoring Plan)	All

Schedule 6

Independent Certifier Deed Poll

(clause 1.1 Definition of *Deed Poll* and clause 2.4)

Form of Independent Certifier Deed Poll

This **deed poll** (*Deed Poll*) made the day of 2021

By: [Insert Independent Certifier] (ABN [Insert]) of [Insert D&C IC Address]
(**Independent Certifier**),

in favour of:

- (1) **WCX M4 PT Pty Ltd** (ABN 59 614 741 436) in its personal capacity and in its capacity as trustee of the **WCX M4 Project Trust** (ABN 31 878 147 068)
- (2) **WCX M4 AT Pty Ltd** (ABN 61 614 741 445) in its personal capacity and in its capacity as trustee of the **WCX M4 Asset Trust** (ABN 30 972 117 496)
- (3) **WCX M5 AT Pty Ltd** (ABN 49 608 798 081) in its personal capacity and in its capacity as trustee of the **WCX M5 Asset Trust** (ABN 73 899 615 977)
- (4) **WCX M5 PT Pty Ltd** (ABN 36 608 798 465) in its personal capacity and in its capacity as trustee of the **WCX M5 Project Trust** (ABN 23 365 031 283)
- (5) **WCX M4-M5 Link PT Pty Limited** (ABN 81 624 153 788) in its personal capacity and in its capacity as trustee of the **WCX M4-M5 Link Project Trust** (ABN 67 667 191 375)
- (6) **WCX M4-M5 Link AT Pty Limited** (ABN 85 624 153 742) in its personal capacity and in its capacity as trustee of the **WCX M4-M5 Link Asset Trust** (ABN 18 934 919 866)

(together the **Beneficiaries**).

Recitals

- A Transport for New South Wales (ABN 18 804 239 602) (**Principal**) and the Beneficiaries are the parties to the WestConnex Interface Agreement.
- B The Principal and [Insert Contractor Details] (**Contractor**) have engaged the Independent Certifier under a deed entitled "M6 Stage 1 Independent Certifier Deed" dated on about the date of this Deed Poll (**Independent Certifier Deed**) to, amongst other things, perform the services in relation to the M6 Stage 1 Works (**Services**) which, following certification of "Opening Completion" by the Independent Certifier, will form part of the motorway operated by the Principal.
- C The Beneficiaries are relying on the Independent Certifier to perform the Services in accordance with the Independent Certifier Deed.
- D The Beneficiaries will suffer loss if the Independent Certifier does not perform the Services in accordance with the Independent Certifier Deed.
- E It is a condition of the Independent Certifier Deed that the Independent Certifier executes this Deed Poll.

This Deed Poll witnesses that the Independent Certifier hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

- 1 It will comply with its obligations under the Independent Certifier Deed.
- 2 The Beneficiaries may rely on:
 - (a) the performance of the Independent Certifier's obligations under the Independent Certifier Deed; and
 - (b) on any certificate or other document signed or given by the Independent Certifier under or pursuant to the Independent Certifier Deed.
- 3 Each representation and warranty made by the Independent Certifier under the Independent Certifier Deed is represented and warranted by the Independent Certifier in favour of the Beneficiaries at the same time as it is given under the Independent Certifier Deed.
- 4 Each indemnity provided by the Independent Certifier under the Independent Certifier Deed is given by the Independent Certifier in favour of the Beneficiaries.
- 5 The aggregate of the Independent Certifier's liability to the Beneficiaries under or in connection with this Deed Poll (whether arising under the law of contract, under an indemnity, in tort (including negligence) under statute, in equity or otherwise) and the Independent Certifier's liability to the Principal and the Contractor under or in connection with the Independent Certifier Deed (whether arising under the law of contract, under an indemnity, in tort (including negligence) under statute, in equity or otherwise):
 - (a) will not exceed the liability which the Independent Certifier would have had under the Independent Certifier Deed if the Independent Certifier Deed had named, as the Principal, the Beneficiaries and the Principal jointly and severally;
 - (b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Independent Certifier Deed.
- 6 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Independent Certifier is to be construed as doing so only to the extent permitted by law.
- 7 Beneficiaries
 - (a) The Principal may at any time give notice to the Independent Certifier that another entity is to become an additional Beneficiary under this Deed Poll. The Principal may give multiple notices under this clause. The Independent Certifier agrees that on and from the date of the Principal's notice, the entity identified by the Principal will be a Beneficiary under this Deed Poll.
 - (b) If for any reason a Beneficiary is unable to enforce against the Independent Certifier its promises under this Deed Poll, the Independent Certifier agrees that the Principal may do so on behalf of any and all Beneficiaries.
- 8 The Beneficiaries may assign or charge the benefits and rights accrued under this Deed Poll.
- 9 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.

- 10 The Independent Certifier hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 11 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
- 12 The obligations of the Independent Certifier under this Deed Poll are joint and several and each person constituting the Independent Certifier acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed Poll) of the other as if those acts or omissions were its own and the Principal and the Beneficiaries to this Deed Poll may proceed against any one or all of them.

Executed as a Deed Poll.

Executed by **[INSERT INDEPENDENT CERTIFIER]** (ABN [insert]) in accordance with section 127 of the Corporations Act 2001 (Cth):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Schedule 7

Form of Deed of Novation

THIS DEED is made on 2021

BETWEEN:

- (1) **[Name of Novatee]** **[ABN/ACN of Novatee]** of **[insert address]** (the **Novatee**);
- (2) **Transport for New South Wales** (ABN 18 804 239 602) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**Principal**);
- (3) **[Insert Contractor]** (ABN [Insert]) of [Insert Address] (**Contractor**); and
- (4) **[Insert Independent Certifier]** (ABN [Insert]) of C/[Insert Address] (**Independent Certifier**).

RECITALS:

- A. The Contractor and the Principal are parties to a deed for the design and construction of the M6 Stage 1 dated [Insert Date] (**D&C Deed**).
- B. The Principal, the Contractor and the Independent Certifier are parties to an Independent Certifier Deed dated **[Insert Date]** (**Independent Certifier Deed**).
- C. The Principal wishes to exercise its right to novate its interests, rights and obligations under the Independent Certifier Deed, pursuant to clause 13.12(b) of the Independent Certifier Deed.
- D. The parties to this Deed have agreed to novate the Independent Certifier Deed on the terms of this Deed.

1. DEFINITIONS AND INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause is a reference to a clause of this Deed.
- (f) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules, and annexures to that agreement or document.

- (g) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (i) Except as otherwise defined in this Deed, terms used in this Deed that are defined in the D&C Deed have the same meanings in this Deed.
- (j) The word "include" in any form is not a word of limitation.

2. **NOVATION**

2.1 **Novation**

The parties agree to novate the Independent Certifier Deed, such that on and from the date of execution of this Deed (the **Effective Date**):

- (a) the Novatee is substituted for the Principal under the Independent Certifier Deed as if the Novatee had originally been a party to the Independent Certifier Deed instead of the Principal; and
- (b) each reference in the Independent Certifier Deed to the Principal is to be read as if it were a reference to the Novatee.

2.2 **Assumption of rights and obligations**

On and from the Effective Date:

- (a) the Novatee:
 - (i) will be bound by, and must comply with, the Independent Certifier Deed as it relates to the Principal;
 - (ii) will enjoy all the rights and benefits conferred on the Principal under or in respect of the Independent Certifier Deed (whether arising before or after the Effective Date); and
 - (iii) will assume all the obligations and liabilities of the Principal under or in respect of the Independent Certifier Deed arising or accruing on or after the Effective Date (but will not assume any obligation or liability of the Principal under or in respect of the Independent Certifier Deed arising or accruing before the Effective Date); and
- (b) the Contractor and the Independent Certifier will comply with the Independent Certifier Deed on the basis that the Novatee has replaced the Principal under it in accordance with the terms of this Deed.

3. **RELEASE**

3.1 **Release by Contractor and Independent Certifier**

The Contractor and the Independent Certifier each release the Principal from:

- (a) its obligations and liabilities under or in respect of the Independent Certifier Deed;
and
- (b) all claims, actions, demands, proceedings and liability that the Contractor or the Independent Certifier may have or claim to have, or but for this release might have had, against the Principal in connection with the Independent Certifier Deed,

arising on or after the Effective Date.

3.2 **No release by Contractor and Independent Certifier**

- (a) Neither the Contractor nor the Independent Certifier releases the Principal from:
 - (i) any of its obligations or liabilities under or in respect of the Independent Certifier Deed; or
 - (ii) any claims, actions, demands, proceedings or liability that the Contractor or the Independent Certifier may have or claim to have, or but for this release might have had, against the Principal in connection with the Independent Certifier Deed,

accruing or arising before the Effective Date.

- (b) The Principal remains liable to the Contractor for all its obligations and liabilities under the Independent Certifier Deed accruing or arising before the Effective Date.

4. **INDEMNITY**

4.1 **Indemnity by the Principal**

The Principal indemnifies the Novatee against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Novatee by the Contractor, the Independent Certifier or any other person in connection with any matter relating to, or any act or omission of the Principal with respect to, the Independent Certifier Deed before the Effective Date.

4.2 **Indemnity by Novatee**

The Novatee indemnifies the Principal against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Principal by the Contractor, the Independent Certifier or any other person in connection with any matter relating to, or any act or omission of the Novatee with respect to, the Independent Certifier Deed on or after the Effective Date.

5. **INSURANCE**

The Independent Certifier will:

- (a) take all steps necessary to ensure that the Novatee will enjoy all of the rights, benefits and entitlements on and from the Effective Date that the Principal enjoyed prior to the Effective Date under the policies of insurance that are required to be taken out pursuant to clause 8.3 of the Independent Certifier Deed; and
- (b) if the Novatee is unable to enjoy all of the rights, benefits and entitlements that the Principal enjoyed under those policies of insurance, take out replacement policies of insurance with effect on and from the Effective Date that will provide such rights, benefits and entitlements to the Novatee and will otherwise comply with the requirements of clause 8.3 of the Independent Certifier Deed in all respects.

6. **NOTICES UNDER THE INDEPENDENT CERTIFIER DEED**

For the purposes of all provisions in the Independent Certifier Deed regarding service of notices, the address for the Novatee is the address set out at the start of this Deed.

7. **REPRESENTATIONS AND WARRANTIES**

- (a) Each party represents and warrants to each other party that:
 - (i) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the party;
 - (ii) it has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed; and
 - (iii) this Deed constitutes a legal, valid and binding obligation of the party enforceable in accordance with its terms by appropriate legal remedy.
- (b) Each of the Contractor, the Independent Certifier and the Principal represents and warrants to the Novatee that, as at the Effective Date, neither the Contractor, the Independent Certifier nor the Principal is in default under any provision of the Independent Certifier Deed.

8. **DELIVERY OF DOCUMENTS**

The Principal will deliver to the Novatee on request a copy of all documents in its possession, custody or control connected with or evidencing its rights under the Independent Certifier Deed.

9. **FURTHER ASSURANCES**

At the reasonable request of another party, each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

10. **ASSIGNMENT**

A party cannot assign, charge, encumber or otherwise deal with any of its rights or obligations under this Deed, or attempt or purport to do so, without the prior written consent of each other party, which may not be unreasonably withheld.

11. **AMENDMENT**

This Deed may be amended only by another deed executed by all the parties.

12. **COSTS AND DUTY**

The Principal must bear the costs arising out of the negotiation, preparation and execution of this Deed. All duty (including stamp duty and any fines, penalties and interest) payable on or in connection with this Deed and any instrument executed under or any transaction evidenced by this Deed must be borne by the Novatee.

13. **GOVERNING LAW AND JURISDICTION**

This Deed is governed by the laws of New South Wales. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

14. **COUNTERPARTS**

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed and delivered as a deed.

The Seal of **Transport for NSW** (ABN 18 804 239 602) was affixed to this document in the presence of the Chief Executive or member of staff authorised in that behalf by the Chief Executive pursuant to section 109 of the *Transport Administration Act 1988* (NSW):

Signatory Name

Executed by **[Insert Contractor]** ABN [insert] in accordance with section 127 of the Corporations Act 2001 (Cth):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed by **[Insert Independent Certifier]** ABN [insert] in accordance with section 127 of the Corporations Act 2001 (Cth):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed by **[Insert Name and ABN of Novatee]** in accordance with section 127 of the Corporations Act 2001 (Cth):

Director Signature

Director/Secretary Signature

Print Name

Print Name

Schedule 8

Requirements of Certification and Monitoring Plan

The Certification and Monitoring Plan must, as a minimum, address and detail:

- (a) the management team structures, positions, nominated personnel and subcontractors to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel and subcontractors;
- (b) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;
- (c) the Independent Certifier's internal and external lines of authority, communication and reporting, including those with the Principal and the Contractor;
- (d) the identification of delegated authorities of the Independent Certifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Independent Certifier;
- (e) the proposed timing of progressive performance of the IC Services to meet the requirements of the D&C Deed, including the timing for conducting audits of Project Plans and other aspects of the Contractor's Activities;
- (f) Hold Point and Witness Point requirements, including the identification of all Witness Points and Hold Points required by the Independent Certifier, in the form of a schedule which identifies all Hold Points to be released by the Independent Certifier;
- (g) the Independent Certifier's comprehensive plans for:
 - (i) continual observation, monitoring, auditing, reviewing, assessment and testing of the Contractor's compliance with design and construction obligations, including methodology for certification of Design Documentation;
 - (ii) without limiting paragraph (g)(i), continual observation, monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Works to determine, verify and ensure the Contractor's compliance with the requirements of the D&C Deed;
 - (iii) audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey; and
 - (iv) off-site surveillance of critical activities, including precasting yards, concrete production plants and steel fabrication;
- (h) the Independent Certifier's strategies, processes, methodologies and procedures for:
 - (i) reviewing and assessing the Project Plans;
 - (ii) reviewing and assessing environmental protection, outcomes and performance;
 - (iii) audit, surveillance and monitoring of the Contractor's design and construction activities, including the processes used for determining the

- levels and scope of surveillance of the Contractor's design and construction activities, including in relation to occupational health and safety;
- (iv) identifying and managing the Independent Certifier's work to be subcontracted, including quality, reporting and communication aspects of the work;
 - (v) ensuring that the Contractor has addressed all issues of review, comment and consultation with the Principal in relation to Design Documentation and construction; and
 - (vi) risk management of the work covered by items (ii). (iii) and (iv) above, to meet the requirements of the D&C Deed; and
- (i) the Independent Certifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied to achieve and satisfy the following requirements:
- (i) verification of the quality and quantum of work the subject of Payment Claims made by the Contractor in order to provide the certificate in the form of Part N of Schedule 14 (*Form of Certificates*);
 - (ii) verification of the Contractor's processes for ongoing checking of testing, calibration and parallel testing to check compliance and test error;
 - (iii) verification of the Contractor's interface issues between processes and elements and Project Plans;
 - (iv) verification of the Contractor's processes for the control of Subcontractors;
 - (v) verification of the Contractor's processes for environmental monitoring and protection;
 - (vi) verification of the Contractor's processes to address safety in design issues;
 - (vii) verification of the Contractor's processes to ensure that durability is incorporated into all aspects of the design and construction of the Project Works;
 - (viii) verification of the Contractor's processes to address constructability issues; and
 - (ix) verification of the rectification by the Contractor of non-conformities.

Attachment A to Schedule 8 – Initial Certification and Monitoring Plan

EXHIBIT B

Procurement Process Deed Polls

(Clause 2.4 (*Procurement Process Deed Polls*))

The documents that form Exhibit B (Procurement Process Deed Polls) are comprised of the documents contained in the folder titled "Exhibit B (Procurement Process Deed Polls)" in a hard drive identified as "M6 Stage 1 D&C Deed eMaterial".

EXHIBIT C

Interface Agreements

(Clause 7.17 (*Interface Agreements*))



EXHIBIT D

Deed of Appointment of Environmental Representatives

(Clause 6.4 (*Environmental Representative*))



Transport
for NSW

M6 Stage 1 Deed of Appointment of Environmental Representative

Transport for NSW
(ABN 18 804 239 602)

[Insert Contractor]
ABN [Insert]

[Insert Environmental Representative]
ABN [Insert]

2021

M6 Stage 1 Deed of Appointment of Environmental Representative

DATE:

BETWEEN:

- (1) **Transport for NSW** (ABN 18 804 239 602) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**Principal**);
- (2) **[Insert Contractor]** (ABN [insert]) of [insert address] (**Contractor**); and
- (3) **[Insert Environmental Representative]** (ABN [insert]) of [insert address] (**ER**).

RECITALS:

- (A) On or about the date of this deed, the Contractor entered into the D&C Deed with the Principal in respect of the Project Works and the Temporary Works.
- (B) The ER represents that it is experienced generally in environment management and, in particular, in the environment management of works similar to the Project Works and the Temporary Works and offers its expertise in those fields.
- (C) The Project Documents contemplate that the ER will discharge the Services set out in Schedule 1.

The ER will perform its obligations on the terms of this deed.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

Commercially Sensitive Information means:

- (a) any information relating to the Contractor's or the ER's cost structure or profit margins;
- (b) any information relating to the Contractor's or the ER's Intellectual Property Rights; or
- (c) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to the Contractor or the ER or any of their shareholders, financiers or subcontractors,

which, in respect of the information contained in this deed, is the information described in Schedule 3.

Construction Phase Services means all Services related to the construction of the Project Works and the Temporary Works and the performance by the Contractor of its construction obligations in respect of the Project Works and the Temporary Works, including those specified in clause 14 (*Construction*) of the D&C Deed.

D&C Deed means the deed titled "M6 Stage 1 Design and Construction Deed" dated on or about the date of this deed between the Principal and the Contractor.

Deed **Poll** means the deed poll substantially in the form of Schedule 4 to this deed in favour of the beneficiaries from time to time.

Design Phase Services means all Services related to the design of the Project Works and the Temporary Works and the performance by the Contractor of its design obligations in respect of the Project Works and the Temporary Works, including those specified in clause 12 (*Design and Design Documentation*) of the D&C Deed.

DPIE means the New South Wales Department of Planning, Industry and Environment.

Fee means the amounts payable to the ER for the performance of the Services in accordance with the Payment Schedule.

GST, GST law and other terms used in clause 8.3 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that "**GST law**" also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 8.3) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Payment Schedule means Schedule 2.

PDCS means the web based project data and collaboration system nominated by the Principal for the purposes of this deed or any other communications system agreed by the parties from time to time.

Project Documents means the D&C Deed and the Planning Approval.

Project Parties means the Principal and the Contractor.

Services means the services and other activities (including any deliverables) which the ER is required to perform to comply with this deed, including those described in Schedule 1.

Services Implementation Plan means the services implementation plan referred to in clause 3.6(b).

Substitute ER has the meaning given to that term in clause 6(e).

Term means the term of this deed as set out in clause 3.10.

Upper Limiting Fee means the 'Upper Limiting Fee' specified in clause 4.2 of the Payment Schedule, as adjusted in accordance with clause 6(c) of this deed.

Witness Point has the meaning given in the Independent Certifier Deed.

1.2 **Definitions in Project Documents**

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Project Documents will have the meaning given to those terms in the Project Documents.

1.3 **Interpretation**

In this deed:

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

and unless the context indicates a contrary intention:

- (b) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (c) **person** includes an individual, the estate of an individual, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) **includes** in any form is not a word of limitation;
- (f) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (g) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (h) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (j) a reference to this deed or a Project Document includes all schedules, exhibits, attachments and annexures to it;
- (k) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (l) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (m) a reference to a court or tribunal is to an Australian court or tribunal;
- (n) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

- (o) a reference to a **month** is a reference to a calendar month; and
- (p) a reference to \$ or dollar is to Australian currency.

1.4 **Contra proferentem**

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that party (or its representative) put forward or drafted this deed or any provision in it.

1.5 **Business Day**

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done:

- (a) if it involves a payment other than a payment which is due on demand, on the preceding Business Day; and
- (b) in all other cases, no later than the next Business Day.

1.6 **Approvals and consents**

Any consent or approval referred to in, or required under, this deed from the Project Parties may be given or withheld, or may be given subject to any condition as the Project Parties (in their absolute discretion) think fit, unless this deed expressly provides otherwise.

14.2 **Ambiguous terms**

- (a) If the Principal considers, or if the ER or the Contractor notifies the Principal in writing that it considers, that there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed (including any Schedules), the Principal must direct the interpretation of this deed, which the parties must follow.
- (b) The Principal, in giving a direction in accordance with clause 1.6(a), is not required to determine whether or not there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which the Principal gives in accordance with clause 1.6(a):
 - (i) will not relieve the ER or the Contractor from or alter their liabilities or obligations under this deed or otherwise according to Law;
 - (ii) will not entitle the ER or the Contractor to make (nor will it make the Principal liable upon) any Claim arising out of or in any way in connection with the direction;
 - (iii) will not limit or otherwise affect the Principal's rights against any of the ER or the Contractor whether under this deed or otherwise according to Law; and
 - (iv) must, in respect of a notice given under clause 1.6(a) by the ER or the Contractor, be given within 20 Business Days of receipt of that notice.

1.7 **Excluding liability**

Any provision of this deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by Law.

2. **APPOINTMENT OF ER**

2.1 **Appointment**

- (a) Each of the Project Parties appoints the ER under this deed to perform the Services.
- (b) The ER confirms its acceptance of the appointment referred to in clause 2.1(a).
- (c) The ER must carry out the Services in accordance with the requirements of this deed.

2.2 **Payment**

The Principal and the Contractor must pay the ER the Fee in accordance with the Payment Schedule.

2.3 **Nature of Services**

The parties acknowledge and agree that the Services Implementation Plan is incidental to, and does not limit or otherwise affect, the Services or the ER's obligations under this deed.

2.4 **Authorisation of ER**

The ER is authorised to exercise such authority as is necessary to enable the ER to perform the functions, and discharge the obligations, of the ER under the Project Documents.

2.5 **Deed poll**

The ER must, if requested to do so by the Principal, provide to the Principal an executed Deed Poll.

3. **ER'S OBLIGATIONS**

3.1 **Acknowledgement**

The ER acknowledges that:

- (a) it has received or obtained a copy of the Project Documents and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services; and
- (b) its obligations extend to and include the obligations, functions, duties and services of the "ER" or the "Environmental Representative" under the Project Documents.

3.2 **Representations and warranties relating to enforceability**

The ER represents and warrants that:

- (a) it is a company duly incorporated and existing under Law and has the power to execute, deliver and perform its obligations under this deed and that all necessary

corporate and other action has been taken to authorise that execution, delivery and performance;

- (b) the information provided by it in connection with this deed is true, accurate and complete in all material respects and not misleading in any material respect (including by omission);
- (c) its obligations under this deed are valid, legal and binding obligations enforceable against it in accordance with its terms, subject to equitable remedies and Laws in respect of the enforcement of creditor's rights;
- (d) the execution, delivery and performance of this deed by it will not contravene any Law to which it is subject or any deed or arrangement binding on it;
- (e) it does not (in any capacity) have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise); and
- (f) no litigation, arbitration, tax claim, dispute or administrative or other proceeding has been commenced or threatened against it which is likely to have a material adverse effect upon its ability to perform its obligations under this deed.

3.3 **Acknowledgements and warranties relating to Services**

- (a) The ER acknowledges that each of the Project Parties:
 - (i) is relying upon the skill, expertise and experience of the ER in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the ER does not perform its obligations in accordance with the requirements of this deed.
- (b) The ER warrants to the Project Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, experience, skill and diligence which would be expected of an expert professional providing services similar to the Services within the design and construction industry generally and the construction of major engineering works in particular.
- (c) The ER warrants to the Project Parties that, at all times, it will:
 - (i) act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Project Documents and, where no time is prescribed for the performance of an obligation, it will act within a reasonable time; and
 - (ii) comply with the requirements of the Payment Schedule.
- (d) Without limiting clauses 3.3(a) and 3.3(b), the ER acknowledges that the Project Parties are entitled to and will rely on any certificate, approval, report, direction or instruction signed or given by the ER under or pursuant to this deed or the Project Documents.
- (e) Without limiting its obligations under any provision of this deed, the ER warrants to the Project Parties that:
 - (i) it will carry out and perform the Services; and

- (ii) without limiting clause 3.3(e)(i), to the extent the Services Implementation Plan is not inconsistent with:
 - (A) the Project Documents;
 - (B) the nature of the Services; or
 - (C) without limiting clauses 3.3(e)(ii)(A) or 3.3(e)(ii)(B), the requirements of clause 4,

it will carry out and perform the Services in accordance with the Services Implementation Plan.

- (f) The ER will provide transport on site for the use of its site personnel to perform the Services.
- (g) The ER will, in carrying out the Services, carry out physical inspections of the Construction Site, any Extra Land, the Project Works and the Temporary Works when appropriate and necessary to do so.
- (h) The ER will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the Principal and the Contractor) except where it is the unavoidable consequence of performing the Services.
- (i) The ER in undertaking the Services in any particular area, will comply with all the safe working requirements of the Principal and the Contractor.
- (j) The ER warrants that it has qualifications, or that all relevant personnel engaged in the Services have qualifications, in compliance with AS/NZS ISO 19011:2019 Guidelines for Quality and/or Environmental Management Systems Auditing.

3.4 **Key person**

- (a) The ER must provide experienced and skilled personnel to perform its obligations under this deed.
- (b) The key person required to perform the Services is specified in clause 4.1(b) of the Payment Schedule (or any replacement of that key person in accordance with clause 3.4(f)).
- (c) The alternative key person is specified in clause 4.1(c) of the Payment Schedule (or any replacement of that key person approved by the Secretary of DPIE and the Project Parties in writing).
- (d) The ER must ensure that the key person referred to in clause 3.4(b):
 - (i) has primary responsibility for the performance of the Services;
 - (ii) performs all or a substantial portion of the Services;
 - (iii) supervises and oversees any Services not personally performed by them;
 - (iv) is located in Sydney for the performance of the Services; and
 - (v) is available for consultation as reasonably required by a Project Party from time to time.

- (e) Except as required by clause 3.4(i), the ER must ensure that the key person referred to in clause 3.4(b) is not removed without the prior written consent of the Project Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal).
- (f) If the key person is removed in accordance with clause 3.4(e) or 3.4(i), the ER must ensure that key person is replaced with the alternative key person referred to in clause 3.4(c), or another person that has:
 - (i) at least equivalent skill and experience; and
 - (ii) been approved by the Secretary of DPIE and the Project Parties.
- (g) Prior to the removal and replacement of the key person referred to in clause 3.4(b), the ER must ensure there is a comprehensive handover so that the new key person has a reasonable understanding of the Planning Approval, the Project Documents and the Services.
- (h) The ER must ensure any other person involved in the performance of the Services is listed in 4.1(c) of the Payment Schedule, or has been approved by the Project Parties in writing, in relation to the relevant Services to be performed by them.
- (i) The Project Parties may jointly direct the ER to remove any person from the performance of the Services (including the key person referred to in clause 3.4(b)) and the ER must comply with any such direction.

3.5 **Subcontracting**

- (a) The ER may not subcontract or permit the subcontracting of the performance of any of its Services without the prior written consent of the Project Parties.
- (b) The ER remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting, and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the ER.

3.6 **Quality assurance**

- (a) The ER must implement a quality system in accordance with AS/NZS ISO 9001 – 2016, and otherwise in a form reasonably acceptable to the Project Parties, to ensure compliance of the Services with the requirements of this deed.
- (b) The ER must prepare and submit to the Project Parties within 10 Business Days of the date of this deed a Services Implementation Plan which:
 - (i) gives a detailed description of how the ER intends to carry out and perform the Services;
 - (ii) includes details of the proposed timing for the performance of discrete elements of the Services; and
 - (iii) complies with this deed and will enable the ER to perform the Services in accordance with this deed.
- (c) The ER must:

- (i) progressively amend, update and develop the Services Implementation Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Services and any changes in the manner of performing the Services; and
 - (ii) submit each revision of the Services Implementation Plan to the Project Parties for their review and comment.
- (d) The Project Parties may:
- (i) review the Services Implementation Plan submitted under clause 3.6(b) and any revision thereof submitted under clause 3.6(c); and
 - (ii) if the Services Implementation Plan (or any revision thereof) does not comply with this deed, notify the ER of the non-compliance.
- (e) If the ER receives a notice under clause 3.6(d), the ER must promptly submit an amended Services Implementation Plan to the Project Parties after which clause 3.6(d) will re-apply.
- (f) The Project Parties owe no duty to the ER to review the Services Implementation Plan for errors, omissions or compliance with this deed.
- (g) If the ER does not receive a notice under clause 3.6(d) within 15 Business Days after the submission of the relevant Services Implementation Plan, the relevant Services Implementation Plan submitted by the ER will be the Services Implementation Plan with which the ER must comply (as it is updated under this clause 3.6). However, this does not prevent a Project Party subsequently giving notice of a non-compliance under clause 3.6(d).
- (h) The ER will not be relieved of any requirement to perform any obligation under this deed as a result of:
- (i) compliance with the quality assurance requirements of this deed; or
 - (ii) any acts or omissions of the Project Parties with respect to the quality assurance requirements of this deed, including any:
 - (A) review of, comments upon, or notice in respect of, the Services Implementation Plan;
 - (B) failure to review, comment upon, or provide notice in respect of, the Services Implementation Plan; or
 - (C) any audit under clause 3.7.

3.7 **Audit**

- (a) Without limiting or otherwise affecting any of the ER's obligations under this deed or the Project Documents, the ER must:
 - (i) allow any audit of its quality assurance system under this deed by a third party, at the request of the Project Parties, and fully co-operate with that third party in respect of the carrying out of the quality assurance audit; and

- (ii) allow DPIE at any time to conduct an audit of actions undertaken by the ER and any approvals issued by the ER and must facilitate and assist DPIE in the conduct of any such audit.
- (b) Without limiting the foregoing, the ER must, at all times:
- (i) give to the third party or DPIE (as applicable) access to premises occupied by the ER where the Services are being undertaken; and
 - (ii) permit the third party or DPIE (as applicable) to inspect applicable information relevant to the quality assurance audit.

3.8 **Access to records**

The ER must:

- (a) keep proper and complete written records of the performance of the Services; and
- (b) within a reasonable time of any request, give the Project Parties (or any nominee of the Project Parties) access to any records or other documents received, prepared or generated by the ER in the course of carrying out the Services.

3.9 **Documentation management and transmission**

- (a) Without limiting clause 12.1, the ER must, if required by the Principal:
 - (i) implement and use the PDCS to manage and transmit all documentation connected with the Project in accordance with the processes and procedures required by the Principal;
 - (ii) align its document management and quality processes to complement and utilise the functions and features of the PDCS;
 - (iii) use the PDCS mail module for all correspondence relating to the Project between the ER, the Principal and the Contractor;
 - (iv) upload all documentation required for the performance of the Services to the PDCS; and
 - (v) strictly adhere to the documentation numbering system, metadata structures and revision code sequences which are required by the Principal.
- (b) Documents supplied to the ER by the Principal will remain the property of the Principal and must be returned by the ER to the Principal on demand in writing. The documents must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Services.
- (c) The ER must keep all the ER's records relating to the Services in secure and fireproof storage.
- (d) The ER will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 3.9.
- (e) The ER must ensure that any documents and materials that it provides to the Principal or the Contractor in computer readable form contain no virus or computer software code which is intended or designed to:

- (i) permit access to or use of a computer system by a third person not authorised by the Principal or the Contractor (as applicable); or
- (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

3.10 **Term**

- (a) Subject to clause 3.10(b), the Term of this deed commences on D&C Close and continues until the earlier of:
 - (i) completion of the Services; or
 - (ii) termination in accordance with clause 7.
- (b) Clauses 1, 2.5, 3.2, 3.5(a), 3.10, 4.2, 4.3, 4.4, 5.4, 6.2, 6.3, 7.1, 9.2, 7.3, 7.4, 7.8, 7.9, 7.10, 7.11, 9, 10 and 11 will commence on the date of this deed.

4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

4.1 **ER to be independent**

The ER warrants to the Project Parties that in performing the Services, it will:

- (a) act professionally and independently of each and all of the Project Parties and in a timely manner;
- (b) act honestly, reasonably and fairly;
- (c) exercise the standard of care, knowledge, expertise, experience, skill and diligence which would be expected of an expert professional providing services similar to the Services within the design and construction industry generally and the construction of major engineering works in particular; and
- (d) without limiting this clause 4.1, act within the times prescribed under the Project Documents or as anticipated by the Overall D&C Program (if earlier).

4.2 **Confidentiality**

- (a) The ER must:
 - (i) keep confidential details of this deed and all information and documents provided to, or by, the ER relating to the Services, the Project Works, the Temporary Works, this deed or the Project Documents and not provide, disclose or use the information or documents except:
 - (A) to disclose them to the Project Parties;
 - (B) for the purposes of performing the Services;
 - (C) where required by Law or to obtain legal advice on this deed; or
 - (D) with the prior written consent of the Project Parties; and
 - (ii) ensure that its subcontractors comply with the terms of clause 4.2(a).
- (b) This obligation will survive completion of the Services or the termination of this deed.

4.3 **Exclusivity**

- (a) The ER must not, and must procure that:
- (i) any related body corporate (as defined by sections 9 and 50 of the *Corporations Act 2001* (Cth)) of the ER; and
 - (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,
- do not, before or during the Term:
- (iii) have any direct or indirect involvement (whether under contract or any other arrangement):
 - (iv) with the Principal or the Contractor or any of their respective contractors, consultants or providers;
 - (v) in the Project Works or Temporary Works; or
 - (vi) in the Project Documents; or
- provide services to or advise any other person in relation to:
- (vii) the Project or any extension or expansion of the Project; or
 - (viii) the Project Documents,
- other than the provision of the Services under this deed, except with the prior written consent of the Project Parties which may be withheld or granted in their absolute discretion.
- (b) The ER agrees that:
- (i) having regard to the Project, the Project Documents and the Services, clause 4.3(a) is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity of the Project and the Project Documents and to ensure the best value for money of the Project and the Project Documents; and
 - (ii) damages may not be a sufficient remedy for the breach of clause 4.3 and each of the Project Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the ER, in addition to any other remedies available at Law or in equity.

4.4 **Relationship with Project Parties**

- (a) The ER is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of any Project Party.
- (b) Each party acknowledges and agrees that the ER has no authority to:
- (i) give directions to any of the Project Parties other than as expressly set out in this deed or the Project Documents;

- (ii) waive or alter any terms of the Project Documents; or
- (iii) discharge or release a party from any of its obligations pursuant to the Project Documents.

4.5 **Co-operation by ER**

The ER must co-operate with:

- (a) the Principal, the Contractor and contractors of the Principal and the Contractor; and
- (b) the Independent Certifier, Community Complaints Mediator, Acoustic Adviser and Air Quality Independent Reviewer for the Project,

to ensure the effective coordination of the Services with the other activities being performed for the Project.

5. **OBLIGATIONS OF PROJECT PARTIES**

5.1 **No undue interference or influence**

- (a) The Project Parties will not interfere with or attempt to improperly influence the ER in the performance of any of the Services. The parties acknowledge that any communication allowed by this deed will not of itself constitute a breach of this clause 5.1(a).
- (b) Clause 5.1(a) will not prevent the Project Parties from providing written comments to the ER in respect of the activities of the Principal or the Contractor and the ER must consider any such written comments.

5.2 **Co-operation by Project Parties**

Without limiting or otherwise affecting any of the Principal's or the Contractor's obligations under this deed or the D&C Documents, the Principal and the Contractor must:

- (a) co-operate with and provide the ER with all information and documents necessary or reasonably required by the ER, or otherwise requested by the ER or directed by the Principal;
- (b) allow the ER to attend all meetings and procure for the ER access to such premises as may be reasonably necessary to enable the ER to perform the Services or as requested by the ER or directed by the Principal, including allowing access to the Construction Site, any Extra Land and all areas where the Project Works and the Temporary Works are being performed; and
- (c) ensure that appropriate hold points and witness points are included in the Project Plans as reasonably required by the ER to enable the ER to perform the Services in accordance with this deed.

A copy of any written communication to the ER must be provided by the sending party to the other Project Party at the same time as or within 2 Business Days of providing the communication to the ER.

5.3 **Co-operation by Principal**

The Principal must co-operate with and provide the ER with all information and documents necessary and not obtainable by the ER from the Contractor.

5.4 **Principal to have no liability**

Each party acknowledges that the Principal is not liable, nor will be taken to have a liability, or to have assumed or become (on enforcement of any of their powers or otherwise) liable:

- (a) for the performance of any obligation of the Contractor or the ER whether under or purportedly under this deed or the D&C Documents or otherwise; or
- (b) for any stop work direction being issued by the ER to any or all of the Principal and the Contractor.

6. **CHANGES TO THE SERVICES, SUSPENSION OF SERVICES AND APPOINTMENT OF SUBSTITUTE ER**

- (a) Subject to clause 6(f), the Project Parties may, by written notice to the ER, direct the ER to carry out a change to the Services (including an addition or omission), and the ER must comply with that direction.
- (b) If a change to the Services is directed under clause 6(a):
 - (i) the Fees to be paid to the ER in relation to the change to the Services will be determined in accordance with the Payment Schedule on the same basis as they are determined for the Services; and
 - (ii) the Upper Limiting Fee will be adjusted in accordance with clause 6(c).
- (c) Any adjustment to the Upper Limiting Fee under clause 6(b)(ii) will be determined:
 - (i) for personnel, using the applicable hourly rates set out in the Payment Schedule based on a reasonable estimate of the additional personnel time required or personnel time no longer required as a result of the change to the Services;
 - (ii) for disbursements, a reasonable estimate of the additional disbursements which will be incurred or disbursements which will be avoided as a result of the change to the Services; and
 - (iii) to the extent the adjustment cannot be determined under clause 6(c)(i) or 6(c)(ii), a reasonable adjustment determined by the Project Parties.
- (d) Subject to clause 6(f), the Project Parties may jointly, by written notice to the ER, direct the ER to suspend any or all of the Services for the period of time specified in the notice.
- (e) The ER acknowledges and agrees that the Project Parties may appoint another environmental management representative (**Substitute ER**) to carry out those Services which are omitted as a result of a change to the Services as directed under clause 6(a), and any decision of a Substitute ER appointed will be treated (as between the Project Parties) as if it is a decision of the ER, and the Substitute ER will have all of the rights and powers of the ER under the Project Documents in connection with those Services.

- (f) Except where the Project Parties obtain prior approval from DPIE, the Project Parties may not:
 - (i) direct the ER to carry out a change to the Services; or
 - (ii) direct the suspension of the Services,to the extent that this prevents the ER from fulfilling and carrying out the obligations, functions, duties and services of the ER under the Planning Approval.
- (g) Notwithstanding a change to the Services or the appointment of a Substitute ER, the ER must continue to perform the Services, as varied in accordance with this clause 6, in accordance with this deed. Without prejudice to any claim in respect of the performance of the ER, the ER is not responsible for the performance of the Substitute ER.

15. **LIABILITY, INSURANCE AND INDEMNITY**

6.2 **Limitation of liability**

Subject to clause 6.3, the ER's liability under this deed from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to the higher of:

- (a) [REDACTED]; and
- (b) any amount for which the ER is entitled to be indemnified for (or would have been entitled to be indemnified but for an act or omission of the ER) under an insurance policy.

6.3 **Exclusions**

The limitation of liability in clause 6.2 does not apply to any claims arising out of or in connection with any of the following on the part of the ER or anyone for whom it is responsible:

- (a) fraud or criminal conduct;
- (b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious or intentional indifference to any provision of this deed or the rights or welfare of, or foreseeable harmful consequences to, those who are or may be affected by that conduct, act or omission; or
- (c) gross negligence being any negligent act or omission which the ER knew, or ought reasonably to have been aware, would result in substantial losses being incurred by another party to this deed.

6.4 **Insurances**

The ER must from the date of the D&C Deed hold and maintain:

- (a) professional indemnity insurance with:
 - (i) a limit of indemnity of not less than [REDACTED] for any single claim in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any

negligent act, error or omission by the ER or its employees, agents or consultants; and

- (ii) a deductible of not more than [REDACTED];
- (b) workers compensation insurance in accordance with the requirements of Law; and
- (c) public liability insurance:
 - (i) endorsed to indemnify each of the Project Parties as insureds to the extent that such parties are vicariously liable for the activities of the ER;
 - (ii) covering, without limitation, the ER's liability under clauses 6.9 and 6.10; and
 - (iii) of not less than [REDACTED]

6.5 **Notice of matter affecting insurance**

- (a) The ER must notify the Project Parties 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.
- (b) The ER must not, without the written consent of all the Project Parties, either materially alter the terms of, risks covered by or sum insured under the professional indemnity insurance policy or public liability insurance policy.

6.6 **Provision of information**

The ER must provide to the Project Parties certificates of currency, with respect to the insurances effected and maintained by the ER for the purposes of this clause 15, at any time and from time to time on request by any Project Party and prior to the renewal of each policy.

6.7 **Periods for insurance**

The ER must maintain:

- (a) the professional indemnity insurance current until the Date of Completion or the date of termination of this deed, whichever is earlier, and 7 years after that;
- (b) the workers compensation insurance (if required by Law) current until it ceases to perform the Services;
- (c) the public liability insurance current until it ceases to perform the Services; and
- (d) any other insurances current for such time as may reasonably be required by the Project Parties.

6.8 **Obligations unaffected by insurance**

The requirement to effect and maintain insurance in this clause 15 does not limit the liability or other obligations of the ER under this deed.

6.9 **Indemnity in relation to property/persons**

Subject to clause 6.2, the ER is liable for and indemnifies each Project Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:

- (a) any damage to or loss of property; or
- (b) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of or in any way in connection with an act, error or omission of the ER, its officers, employees, agents or consultants.

6.10 **Indemnity in relation to breach**

The ER is liable for and indemnifies each Project Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of any breach of this deed by the ER (including any claim or loss which an Project Party may have to another party arising from such breach).

6.11 **Limitations on Contractor's liability**

Despite any other provision of this deed, the Contractor's maximum aggregate liability to the parties to this deed and any person to whom this deed is novated or assigned in accordance with the terms of this deed, in respect of any claim or liability under, arising out of or in connection with the Project:

- (a) will not exceed the liability which the Contractor would have had under the D&C Deed if the parties to this deed and any person to whom this deed is novated or assigned had been named in the D&C Deed, jointly and severally, as the Principal; and
- (b) is otherwise subject to the same limitations on and exclusions of liability, counterclaims and defences expressed for the benefit of the Contractor in the D&C Deed and the Contractor will not be liable to the parties to this deed, under this deed in circumstances where its liability is excluded, or the category of loss or liability suffered or incurred by the parties to this deed is excluded, by the terms of the D&C Deed.

7. **TERMINATION OF APPOINTMENT**

7.1 **Notice of termination**

The Project Parties may jointly terminate this deed by notice in writing served on the ER if:

- (a) the ER is in breach of this deed and the breach is not remediable in the reasonable opinion of the Project Parties;
- (b) the ER is in breach of this deed and the breach, being remediable in the reasonable opinion of the Project Parties, has not been remedied within 7 days of the service by the Project Parties of a notice specifying the breach and requiring the breach to be remedied;
- (c) an Insolvency Event occurs in relation to the ER; or
- (d) the Project Parties in their absolute discretion for any reason whatsoever serve on the ER a notice of termination of the appointment of the ER in respect of the Services, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.

7.2 **Termination of D&C Deed**

If the D&C Deed is terminated for any reason, each Project Party must give the ER written notice and this deed will terminate on receipt of such notice from either Project Party.

7.3 **Prior agreement on replacement**

Prior to serving a notice under clause 7.1:

- (a) the Project Parties must have agreed upon another person to act as a replacement for the ER; and
- (b) the person so agreed upon must have been approved as a replacement of the ER by the Secretary of DPIE.

7.4 **Termination**

Where a notice is served on the ER under clause 7.1, this deed will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 7.1; or
- (b) the appointment of a replacement for the ER.

7.5 **Delivery of documents**

Upon the earlier of the date of termination of this deed and the date of completion of the Services, the ER:

- (a) must deliver up to the Project Parties or to such other person as the Project Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the ER relating to the Services; and
- (b) acknowledges that the Project Parties have the right to use all such documents for any purposes in connection with the Project Documents, the Project, the Project Works, the Temporary Works or the Contractor's Activities.

7.6 **Reasonable assistance**

Where the Project Parties give a notice under clause 7.1 of termination of this deed, the ER must provide full assistance to the Project Parties and any replacement for the ER appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

7.7 **Payment until date of termination**

Where this deed is terminated under clause 7.1(d) or 9.2, the ER is only entitled to be paid by the Project Parties the Fees payable under this deed for Services performed up to the date of the termination.

7.8 **Termination without payment**

Termination of this deed will be without prejudice to any claim which any of the Project Parties may have in respect of any breach of the terms of this deed which occurred prior to the date of termination.

7.9 **Survive termination**

This clause 7 will survive the termination of this deed.

7.10 **Rights upon termination**

If this deed is terminated pursuant to clauses 7.1(a) to 7.1(c) (inclusive), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing this deed had the ER repudiated this deed and the Project Parties elected to treat this deed as at an end and recover damages.

7.11 **Replacement deed**

If this deed is terminated pursuant to clause 9.2, the Principal wishes to continue with the Project and the Principal gives the ER a written request to do so, the ER must promptly execute and deliver to the Principal a replacement deed on the terms of this deed incorporating such changes as are reasonably required by the Principal to remove the Contractor as a party.

8. **EXPENSES, STAMP DUTY AND GST**

8.1 **Expenses**

Except as otherwise provided in this deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this deed.

8.2 **Stamp duties**

- (a) The Contractor must:
 - (i) pay all stamp duties and any related fines and penalties and any other fees payable in respect of this deed, the performance of this deed and each transaction effected by or made under or pursuant to this deed; and
 - (ii) indemnify each other party against any liability arising from failure to comply with clause 8.2(a)(i).
- (b) The Contractor is authorised to apply for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause 8.2.

8.3 **GST**

- (a) Notwithstanding any other provision of this deed, any amount payable for a supply made under this deed which is calculated by reference to a cost, expense or other amount paid or incurred by a party will be reduced by an amount equal to any input tax credits to which that party is entitled to in respect of that cost, expense or other amount.
- (b) If GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:
 - (i) any amount payable or consideration to be provided under this deed for that supply (**Agreed Amount**) is exclusive of GST;
 - (ii) an additional amount will be payable by the party to whom that supply is made (**Recipient**), equal to the amount of GST payable on that supply as

calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and

- (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this deed.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under clause 8.3(b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). The payment of the variation amount by the Supplier or the Recipient under this clause 8.3 (as the case may be) must be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.
- (d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties. The expert will act as an expert and not as an arbitrator and will take into account the terms of this deed, the matters required to be taken into account by the Supplier under this clause 8.3 and any other matter considered by the expert to be relevant to the determination.

9. CONFIDENTIALITY AND PUBLICITY

9.1 General restriction

Subject to clause 9.2, no party will, at any time, without the written consent of the other parties, divulge or suffer or permit its servants, consultants or agents to divulge to any person (other than its officers, employees, consultants, advisers and agents who require such reports, studies, information and data to enable them to properly carry out their duties):

- (a) any of the contents of this deed;
- (b) any information relating to the negotiations concerning the same; or
- (c) any information which may have come to a party's knowledge in the course of such negotiations or otherwise concerning the operations, dealings, transactions, contracts, commercial or financial arrangements or affairs of the other parties.

9.2 Exceptions

The restrictions imposed by clause 9.1 will not apply to the disclosure of any information:

- (a) which is now or hereafter comes into the public domain or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited (if applicable);

- (c) as required for any legitimate NSW Government purpose or process;
- (d) pursuant to the contract summary required to be published in accordance with Premier's Memorandum No. 2007-01 dated 8 January 2007 or the NSW Public Private Partnership Guidelines 2017 (TPP17-07) published by the NSW Treasury;
- (e) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the disclosing party is a party or to an expert in the course of any determination by him to which the disclosing party is a party;
- (f) which, in the reasonable opinion of a party, is required to be disclosed to:
 - (i) any actual or prospective investor in or lender to (or assignee or novatee of a lender to) the Principal or the Contractor;
 - (ii) any insurer in respect of the Project;
 - (iii) any of the parties' officers, employees, professional advisers, auditors or consultants; or
 - (iv) any person to whom disclosure is reasonably necessary to enable that person to comply with the Project Documents to which it is a party;
- (g) by the Principal that is not Commercially Sensitive Information; or
- (h) without limiting this clause 9.2 or clause 9.3, by the Principal relating to this deed and which the parties agree (acting reasonably) is not Commercially Sensitive Information.

9.3 **Disclosure by Principal**

- (a) Notwithstanding the other provisions of this clause 9.3 but subject to clause 9.3(a)(i), the parties acknowledge that:
 - (i) this deed will be made available to the Auditor-General in accordance with the *Public Finance and Audit Act 1983* (NSW);
 - (ii) information concerning this deed will be tabled in Parliament by or on behalf of the Principal and will be published in accordance with applicable government policies and guidelines;
 - (iii) this deed and information concerning this deed will be published on the Principal's contracts register in accordance with the GIPA Act; and
 - (iv) the Principal may make this deed available to any person as required by any applicable Law.
- (b) The parties acknowledge that:
 - (i) the Principal has consulted with the Contractor and the ER in relation to the disclosure of those parts of this deed that are not Commercially Sensitive Information;
 - (ii) the Principal will notify the Contractor and the ER of any proposed disclosure of any information that the Principal considers (acting reasonably) may be Commercially Sensitive Information by the Principal under the GIPA Act no later than 20 Business Days before the proposed date of disclosure;

- (iii) following notification by the Principal in accordance with clause 9.3(b)(ii), the Principal will take reasonable steps to consult with the Contractor and the ER before disclosing the information referred to in clause 9.3(b)(ii), including under the GIPA Act; and
- (iv) if, following:
 - (A) notification by the Principal in accordance with clause 9.3(b)(ii); or
 - (B) consultation between the parties in accordance with clause 9.3(b)(iii),

the Contractor or the ER objects to the disclosure of some or all of the information referred to in clause 9.3(b)(ii), on the basis that it is Commercially Sensitive Information, the Contractor or the ER (as applicable) must provide details of any such objection within 5 Business Days of the date the Contractor or the ER (as applicable) received notification from the Principal or the date on which the consultation process concluded (as relevant).

- (c) The Principal may take into account any objection received from the Contractor or the ER pursuant to clause 9.3(b)(iv) in determining whether the information identified by the Contractor or the ER as Commercially Sensitive Information should be disclosed.
- (d) Nothing in this clause 9.3 will limit or otherwise affect the discharge of the Principal's obligations under the GIPA Act.

10. **NOTICES**

10.1 **How to give a notice**

A notice or consent required, permitted or given under a provision of this deed (**Notice**):

- (a) given before the date referred to in clause 12.2(a)(ii), is only effective if it is:
 - (i) in writing;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) either:
 - (A) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (B) subject to clause 11.1(c), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address;
- (b) given on and from the date referred to in clause 12.2(a)(ii), is only effective if it is:
 - (i) subject to clause 12.1(c), sent through the PDCS in accordance with the requirements set out in clause 12.7;
 - (ii) in writing;
 - (iii) addressed to the person to whom it is to be given; and
 - (iv) in circumstances where the PDCS is temporarily disabled or not operating, issued in accordance with clause 12.1(c); and

- (c) in the case of Notices which have been sent in accordance with clauses 12.1(a)(iii)(B) or 12.1(b) under clauses 6(a), 6(d), 6.5 or 7.1, in addition to the Notice sent pursuant to clauses 12.1(a)(iii)(B) or 12.1(b), a copy of the Notice must also be printed and delivered or posted to the person's address in accordance with clause 12.1(a)(iii)(A).

10.2 **PDCS**

- (a) At any time and from time to time the Principal may notify the ER and the Contractor that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the ER and the Contractor to use the PDCS; and
 - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (b) The ER and the Contractor must:
 - (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) ensure all relevant personnel attend all necessary training required by the Principal;
 - (iv) advise the Principal of which personnel require access to the PDCS;
 - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send all communications which have been issued pursuant to clause 12.1(b)(iv) to the Principal through the PDCS.
- (c) The Principal has no liability for any losses the ER or the Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the ER and the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the ER's or the Contractor's access to or use of the PDCS or any failure of the PDCS.

10.3 **Effectiveness of notices**

- (a) A Notice referred to in clause 12.1(c) will not be effective unless it is delivered in accordance with clause 12.1(a)(iii)(A).

- (b) Where clause 12.1(c) applies, the Notice issued pursuant to clause 12.1(a)(iii)(A) and the Notice issued pursuant to clause 12.1(a)(iii)(B) or 12.1(b) must be identical, and in the event that they are not identical, neither Notice will constitute a valid Notice.

10.4 **When a notice is given**

A Notice that complies with this clause 10 is regarded as given and received:

- (a) if it is delivered:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
- (b) if it is sent by mail:
 - (i) within Australia – 2 Business Days after posting; or
 - (ii) to or from a place outside Australia – 5 Business Days after posting;
- (c) subject to clause 12.4(e), if it is sent by email on the first to occur of:
 - (i) receipt by the sender of any email acknowledgement from the addressee's information system showing that the communication has been delivered to the email address of that addressee;
 - (ii) the time that the communication enters an information system which is under the control of the addressee; or
 - (iii) the time that the communication is first opened or read by the addressee, unless the result is that the communication would be taken to be given or made after 5:00pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent, in which case that communication is taken to be received at 9:00am on the following Business Day;
- (d) subject to clause 12.4(e), if it is sent through the PDCS, at the time recorded on the PDCS as being the time at which the Notice was sent, unless that delivery is made on a non-Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and
- (e) where clause 10.4(c) applies, the relevant Notice will be taken to have been received on the later of:
 - (i) the date determined in accordance with clause 10.4(c); and
 - (ii) the date determined in accordance with clause 12.4(a) or 12.4(b) (as the case may be).

10.5 **Address for notices**

A person's address are those set out below, or as the person notifies the sender:

Principal

Address: [20-44 Ennis Road, Milsons Point, NSW, 2061]

Email address: [Insert]

Attention: [Insert]

Contractor

Address: [Insert]

Email address: [Insert]

Attention: [Insert]

ER

Address: [Insert]

Email address: [Insert]

Attention: [Insert]

10.6 Communications by email

With respect to communications sent by email:

- (a) only the letter in .pdf format attached to the email and, subject to clause 12.6(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 10. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 12.6(a) will only form part of a communication under this clause 10 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
 - (i) to ensure that their respective firewall and/or mail server (as applicable):
 - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received; and
 - (B) automatically sends a receipt notification to the sender upon receipt of a message; and
 - (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

10.7 Communications by the PDCS

With respect to Notices sent through the PDCS:

- (a) only the text in any Notice or, subject to clause 12.7(b), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
- (b) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (i) .pdf format;
 - (ii) a format compatible with Microsoft Office; or

such other format as may be agreed between the parties in writing from time to time.

11. MISCELLANEOUS

11.1 Further acts

Each party must promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by any other party to give effect to this deed.

11.2 Governing Law

This deed is governed by and must be construed according to the Law applying in New South Wales.

11.3 Jurisdiction

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11.3(a).

11.4 Principal as a public authority

- (a) Subject to clause 11.4(b), the Contractor and the ER acknowledge and agree that:
 - (i) nothing in this deed or in any of the D&C Documents will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any legislation; and
 - (ii) without limiting clause 11.4(a)(i) anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any legislation will be deemed not to be an act or omission by the Principal under this deed and will not entitle the Contractor or the ER to make any Claim against the Principal arising out of the subject matter of this deed and the other D&C Documents to which the Principal is a party.
- (b) The parties agree that clause 11.4(a) is taken not to limit any liability which the Principal would have had to the Contractor or the ER under this deed, or any other D&C Document to which the Principal is a party, as a result of a breach by the

Principal of a term of this deed or any other D&C Document to which the Principal is a party but for clause 11.4(a).

11.5 **Variation**

No modification, variation or amendment of this deed will be of any force unless such modification, variation or amendment is in writing and executed by each party.

11.6 **Assignment**

- (a) Neither the Contractor nor the ER may assign, novate or otherwise transfer any of their respective rights or obligations under this deed without the prior written consent of each other party to this deed.
- (b) The Principal may, in its absolute discretion and without consent from the Contractor or the ER, assign, novate or otherwise transfer any of its rights or obligations under this deed

11.7 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any right, power or remedy provided by Law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by a party of:
 - (i) a breach of any term of this deed; or
 - (ii) any other failure by a party to comply with a requirement of this deed, will operate as a waiver of:
 - (iii) another breach of that term or of a breach of any other term of this deed; or
 - (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

11.8 **Counterparts**

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

11.9 **Indemnities**

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

11.10 **Entire Agreement**

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

11.11 **No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

11.12 **Severance**

Any provision of this deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions hereof or thereof.

11.13 **Moratorium Legislation**

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

11.14 **Joint and several liability**

- (a) The obligations of a party, if more than one person, under this deed are joint and several and each person constituting that party acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the other parties to this deed may proceed against any one or all of them.
- (b) The rights of a party, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting that party (and not severally or jointly and severally).
- (c) Any payment by a party under this deed to any account nominated in writing by another party or, failing such nomination, to any one or more persons constituting that party, will be deemed to be payment to all persons constituting that party.
- (d) A party, if more than one person, may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting that party.

11.15 **Exclusion of proportionate liability scheme**

- (a) To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of a party under this deed

whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

- (b) Without limiting the above, the rights, obligations and liabilities of the parties under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

Schedule 1

ER Services

The ER must:

- (a) discharge the role, functions, obligations, duties and services which the Project Documents require to, or contemplate will, be discharged by the ER, including those identified in the Planning Approval;
- (b) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Documents of the "ER" and the "Environmental Representative" and review information made available to the ER by the Project Parties in order to become fully acquainted with the Project;
- (c) attend meetings and provide written reports relevant to the Services as required from time to time by the Project Parties;
- (d) submit in sufficient time to the Project Parties for review and comment a copy of any proposed certificate, approval or report to be issued by the ER (and each proposed direction or instruction, to the extent there is sufficient time for this to be done) before such document is issued by the ER;
- (e) provide any written information, approvals and certification required by the Planning Approval from the ER and ensure that copies of any such approvals and certification are provided at the same time to the Project Parties;
- (f) periodically audit and monitor the Contractor's environmental activities to evaluate the implementation, effectiveness and level of compliance of on-site construction activities with the CEMP (Construction Stage), including carrying out site inspections of the Project Works, the Temporary Works and the Contractor's Activities (as applicable) at least fortnightly;
- (g) record and provide a written report at least monthly to the Project Parties identifying non-conformances with the CEMP (Construction Stage) that require the Principal or the Contractor to undertake mitigation measures to avoid or minimise any adverse impacts on the environment and/or report on changes required to the CEMP (Construction Stage);
- (h) direct the Principal or the Contractor to stop work immediately if, in the view of the ER, an unacceptable impact on the environment is occurring or is likely to occur. The ER may also require the Principal or the Contractor to initiate reasonable actions, such as the introduction and authorisation of hold points by the ER, to avoid or minimise adverse impacts;
- (i) review corrective and preventive actions to ensure the effective implementation of mitigation measures to avoid or minimise the adverse impacts on the environment and/or required changes to the CEMP (Construction Stage) identified in audits and inspections of the Project Works, the Temporary Works and the Contractor's Activities (as applicable);
- (j) provide monthly reports to the Project Parties on matters relevant to carrying out the ER's role, including the issue of any stop work notices;
- (k) immediately, and at the same time, provide advice to the Project Parties of any major issues resulting from the construction of the Project Works or the Temporary

Works that were not dealt with expediently or adequately by the Principal or the Contractor;

- (l) provide any supporting information relating to the Services to the Project Parties as and when requested by a Project Party;
- (m) provide information and advice relating to the Services to the Independent Certifier to keep the Independent Certifier informed of the Contractor's compliance with the environmental requirements of the Project Documents;
- (n) provide information relating to the Services to each beneficiary named in the Deed Poll as reasonably requested by the beneficiary from time to time; and
- (o) at completion of the Services, provide a Project Party with a copy of all documents received, prepared or generated by the ER in performing the Services as reasonably requested by the Project Party.

Schedule 2

Payment Schedule

1. PAYMENT CLAIM

At the end of each month after the Term commences, the ER must submit to the Project Parties an account for payment on account of the Fees in respect of the Services:

- (a) setting out the Fees payable in accordance with this Payment Schedule for the Services performed in accordance with this deed during the relevant month;
- (b) setting out the total Fees previously paid for the Services and the remaining balance of the Upper Limiting Fee; and
- (c) in such form and with such details and supporting documentation as the Project Parties may reasonably require (including details of the time expended by the ER in performing the Services).

2. PAYMENT

Within 15 Business Days after receipt of an account in compliance with clause 1:

- (a) the Principal must pay the ER [REDACTED]; and
- (b) the Contractor must pay the ER [REDACTED],

of the Fees attributable to the Services performed during the relevant month which is not disputed.

3. NOTIFICATION OF DISPUTED AMOUNTS

If the Principal and the Contractor disagree with an amount included in an account, the Principal and the Contractor must, by joint written notice within 10 Business Days after the receipt of the account, notify the ER in writing of the reasons for any amount which is disputed.

If the parties do not resolve the matter within 10 Business Days after the issue of the Principal's and the Contractor's joint written notice, the Principal (acting reasonably and independently) must determine the dispute.

4. THE FEE

4.1 General

- (a) The Fees for the Services consist of:
 - (i) amounts determined in accordance with clause 4.1(b) in this Payment Schedule for personnel; and
 - (ii) amounts determined in accordance with clause 4.1(d) in this Payment Schedule for disbursements.
- (b) Subject to clause 4.2(a), the Fees payable for personnel time spent performing the Services in accordance with this deed will be determined using the hourly rates set out in Table 1A or Table 1B, as applicable, in this Payment Schedule, as adjusted in accordance with clause 5(b).

Table 1A: Personnel Fees for the Design Phase Services

DESIGN PHASE SERVICES:	Hourly Rate
ER Services - Environmental Representative	(\$A excl GST)

Table 1B: Personnel Fees for the Construction Phase Services

CONSTRUCTION PHASE SERVICES:	Hourly Rate
ER Services - Environmental Representative	(\$A excl GST)

- (c) Table 2 in this Payment Schedule sets out the hourly rates to be used for:
- (i) the alternative key person under clause 3.4(c) of this deed; or
 - (ii) any other personnel listed in the table that perform Services in accordance with clause 3.4(h) of this deed.

If a replacement key person under clause 3.4(f) of this deed or person performing Services in accordance with clause 3.4(h) is not listed in the table below, the ER and Project Parties must agree the rate for the person before they are appointed or perform any Services.

Table 2: Rates for alternative and other personnel for Services

Personnel	Hourly Rate (\$) (excluding GST)
<u>Design Phase Services</u>	
<u>Construction Phase Services</u>	

- [REDACTED]
- [REDACTED]
- (d) Subject to clause 6, disbursements for travel required outside the Sydney metropolitan area which have been reasonably and properly incurred by the ER for the sole purpose of performing the Services in accordance with this deed will be payable to the ER as Fees.

4.2 Upper Limiting Fee

- (a) The Fees payable under clause 4.1(b) of this Payment Schedule will be limited in the aggregate to the Upper Limiting Fee.
- (b) The Upper Limiting Fee is [REDACTED] (excl GST).
- (c) The Upper Limiting Fee assumes Completion will occur within 60 months after the date of this deed.
- (d) The Project Parties may require an extension to the assumed time for Completion under clause 4.2(c) of this Payment Schedule as a Variation under clause 6(a) of this deed.
- (e) The Upper Limiting Fee is subject to adjustment in accordance with clause 6(c) of this deed.

4.3 Indicative Monthly Fees

The expected personnel time and Fees under clause 4.1(b) for each month is set out in the following table. If requested by the Project Parties, the ER must provide a revised table setting out the reasonably expected personnel time and Fees for personnel time for each month current at that time.

5. RATES

- (a) The rates in clause 4.1 contain allowances for the provision of all materials, work and other costs necessary for and arising out of or in connection with the Services, other than travel outside the Sydney metropolitan area. Disbursements may only be claimed in accordance with clause 6 of this Payment Schedule.
- (b) The rates in clause 4.1 will be fixed until the first anniversary of the date of this deed. On each anniversary of the date of this deed, the rates in clause 4.1 will be escalated by [REDACTED]. The Upper Limiting Fee takes into account the escalation of these rates and is not escalated under this deed.

[Note: ER's Upper limiting fee schedule to be inserted.]

6. DISBURSEMENTS

- (a) The ER will only be entitled to reimbursement of disbursements under clause 4.1(d) if:
 - (i) those disbursements are supported by documentation provided to the Project Parties which is satisfactory to the Project Parties; and
 - (ii) where the disbursement exceeds [REDACTED] (excl GST), the disbursement was approved in writing by the Project Parties prior to being incurred.

- (b) The ER is not entitled to reimbursement of costs relating to vehicles and telecommunications.

7. **GST**

All lump sums, rates and amounts in this Payment Schedule exclude GST.

Schedule 3

Commercially Sensitive Information

All dollar amounts in the Payment Schedule.

Schedule 4

Environmental Representative Deed Poll

(Clause 2.5)

Form of Environmental Representative Deed Poll

This deed poll (*Deed Poll*) made the day of 2021

By: **Wolfpeak Pty Ltd** (ABN 52 152 940 586) of Suite 2, Level 10, 189 Kent Street, Sydney NSW 2000 (*Environmental Representative*),

In favour of:

- (1) [**Insert Beneficiary #1**] (ACN [**Insert**]);
- (2) [**Insert Beneficiary #2**] (ACN [**Insert**]); and
- (3) [**Insert Beneficiary #3**] (ACN [**Insert**]),

(together the *Beneficiaries*).

Recitals

- A The Principal is responsible for the road network in Sydney.
- B The Principal and the Contractor have engaged the Environmental Representative to perform Services in relation to the Project Works and Temporary Works for M6 Stage 1.
- C On or about the date of this Deed, the Contractor entered into the D&C Deed with the Principal in respect of the Project Works and Temporary Works for M6 Stage 1.
- D The Beneficiaries are relying on the Environmental Representative to perform Services in accordance with the Deed of Appointment of Environmental Representative.
- F The Beneficiaries will suffer loss if the Environmental Representative does not perform Services in accordance with the Deed of Appointment of Environmental Representative.
- G It is a condition of the Deed of Appointment of Environmental Representative that the Environmental Representative executes this Deed Poll.

This Deed witnesses that the Environmental Representative hereby covenants, warrants and agrees with and for the benefit of the Beneficiaries as follows:

- 1 It will comply with its obligations under the Deed of Appointment of Environmental Representative.
- 2 The aggregate of the Environmental Representative's liability to the Beneficiaries under this Deed Poll and the Environmental Representative's liability to the Principal under the Deed of Appointment of Environmental Representative:
 - (a) will not exceed the liability which the Environmental Representative would have had under the Deed of Appointment of Environmental Representative if the Deed of Appointment of Environmental Representative had named, as Principal, the Beneficiaries and the Principal jointly and severally; and

- (b) is otherwise subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Deed of Appointment of Environmental Representative.
- 3 Any provision of this Deed Poll which seeks to limit or exclude a liability of the Contractor is to be construed as doing so only to the extent permitted by law.
- 4 Beneficiaries
- (a) The Principal may at any time give notice to the Environmental Representative that another entity is to become an additional Beneficiary under this Deed Poll. The Principal may give multiple notices under this clause. The Environmental Representative agrees that on and from the date of the Principal's notice, the entity identified by the Principal will be a Beneficiary under this Deed Poll.
- (b) If for any reason a Beneficiary is unable to enforce against the Environmental Representative its promises under this Deed Poll, the Environmental Representative agrees that the Principal may do so on behalf of any and all Beneficiaries.
- 5 The Beneficiaries may assign or charge the benefits and rights accrued under this Deed Poll.
- 6 This Deed Poll shall be governed by and construed in accordance with the laws of the State of New South Wales.
- 7 The Environmental Representative hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.
- 8 This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Beneficiaries.
- 9 Where terms used in this Deed Poll are defined in the Deed of Appointment of Environmental Representative, those terms have the meaning given to them in the Deed of Appointment of Environmental Representative.

Executed as a Deed Poll.

Executed by **[Insert]** (ABN **[Insert]**)
in accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature of Director

Signature of Secretary / other Director

Name of Director in full

Name of Secretary / other Director in full

EXECUTED as a deed.

The Seal of **Transport for New South Wales (ABN 18 804 239 602)** was affixed to this document in the presence of the Chief Executive or member of staff authorised in that behalf by the Chief Executive pursuant to section 109 of the *Transport Administration Act 1988* (NSW):

Signatory Name

[Note: Execution blocks for ER and Contractor to be inserted.]

EXHIBIT E

Overall D&C Program and Supporting Information

(Clause 15.3 (*Contractor's programming obligations*))



EXHIBIT F

Insurance Policies

(Schedule 19 (*Project Insurances*))



EXHIBIT G

Information Documents

(Clause 2.3 (Information Documents))

The documents that form Exhibit G (Information Documents) are comprised of the documents contained in the folder titled "Exhibit G (Information Documents)" in a hard drive identified as "M6 Stage 1 D&C Deed eMaterial" and listed below.

Data Room Number	Information Document Title	Size, MB	Extension
02.01.001	INFO DOC 001 - F6 Project Overview	7.84	pdf
02.01.002	INFO DOC 002 - Data Room Interaction Rules - superseded by INFO DOC 009	0.66	pdf
02.01.003	INFO DOC 003 - M6 Stage 1 - Expression of Interest	4.80	docx
02.01.004	INFO DOC 004 - EOI - Appendix A - Returnable Schedules	0.31	docx
02.01.005	INFO DOC 005 - EOI - Appendix A - Returnable Schedules - Attachment 2	0.76	docx
02.01.006	INFO DOC 006 - EOI - Appendix B - Procurement Process Deed Poll	0.37	docx
02.01.007	INFO DOC 007 - EOI - Appendix C - Tendering Cost Contribution Deed	0.30	docx
02.01.008	INFO DOC 008 - EOI - Appendix D - Parent Company Guarantee	0.28	docx
02.01.009	INFO DOC 009 - Data Room Interaction Rules - superseded by INFO DOC 198	0.37	pdf
02.01.010	INFO DOC 010 - EOI Document Roadmap	0.10	pdf
02.01.011	INFO DOC 011 - M6 AIP Plan v4 - superseded by Exhibit K	0.45	pdf
02.01.012	INFO DOC 012 - M6 Stage 1 - Release of EOI Presentation	2.13	pdf
02.01.013	INFO DOC 013 - Submission Tool Instructions	1.15	pdf
02.01.014	INFO DOC 014 - M6 Stage 1 - Expression of Interest - A1	4.80	docx
02.01.015	INFO DOC 015 - Map - Existing GI	4.97	pdf
02.01.016	INFO DOC 016 - Plume Assessment Report (201218)	7.91	pdf
02.01.017	INFO DOC 017 - WCX Exhaust Approval - SMC (010416)	0.13	pdf
02.01.018	INFO DOC 018 - WCX Exhaust Approval - Rockdale (210319)	0.42	pdf
02.01.019	INFO DOC 019 - WCX2 GFR1 gINT Data	0.02	pdf
02.01.020	INFO DOC 020 - WCX2-Geotech Report Vol1	40.12	pdf
02.01.021	INFO DOC 021 - WCX2-Geotech Report Vol2	22.67	pdf
02.01.022	INFO DOC 022 - WCX2-Geotech Report Vol3	25.47	pdf
02.01.023	INFO DOC 023 - WCX2-Geotech Report Vol4	542.82	pdf
02.01.024	INFO DOC 024 - WCX2-Geotech Report Vol5	573.49	pdf
02.01.025	INFO DOC 025 - WCX2-Geotech Report Vol6	10.14	pdf
02.01.026	INFO DOC 026 - WCX2-Geotech Report Vol7	13.54	pdf
02.01.027	INFO DOC 027 - WCX2-Geotech Report Vol8	18.41	pdf
02.01.028	INFO DOC 028 - WCX2-Geotech Report Vol9	315.76	pdf
02.01.029	INFO DOC 029 - WCX2-Geotech Report Vol10	123.38	pdf

02.01.030	INFO DOC 030 - WCX2-AGS-EXPORT	6.26	xlsx
02.01.031	INFO DOC 031 - M5N Geotech Data Report (080816) Vol1	278.40	pdf
02.01.032	INFO DOC 032 - M5N Geotech Data Report (080816) Vol2	313.64	pdf
02.01.033	INFO DOC 033 - M5N Geotech Data Report (080816) Vol3	234.24	pdf
02.01.034	INFO DOC 034 - T0 SAM Desktop Study (190115)	8.44	pdf
02.01.035	INFO DOC 035 - T1 GI Factual Report (230217)	1430.70	pdf
02.01.036	INFO DOC 036 - T1 GFR Data	6.53	zip
02.01.037	INFO DOC 037 - T2 GI Final Factual Report (130917)	415.25	pdf
02.01.038	INFO DOC 038 - T2 Televiewer Report (070717)	1.97	pdf
02.01.039	INFO DOC 039 - T2 GFR Data	55.41	zip
02.01.040	INFO DOC 040 - T3 EIS GWFR (150218)	13.69	PDF
02.01.041	INFO DOC 041 - T3 GWFR Data	0.38	zip
02.01.042	INFO DOC 042 - T4 GI Final Factual Report (040518)	1145.49	pdf
02.01.043	INFO DOC 043 - T4 - Borehole Data(Part 1)	794.80	zip
02.01.044	INFO DOC 044 - T4 - Borehole Data(Part 2)	1050.69	zip
02.01.045	INFO DOC 045 - T4 Core Photos	433.87	zip
02.01.046	INFO DOC 046 - T4 Geotech Data	0.49	zip
02.01.047	INFO DOC 047 - T4 Visual Columns	1.25	zip
02.01.048	INFO DOC 048 - T5 GI Factual Report (140519)	563.45	pdf
02.01.049	INFO DOC 049 - T5 Borehole Image Data	257.78	zip
02.01.050	INFO DOC 050 - T5 gINT Files	5.80	zip
02.01.051	INFO DOC 051 - T5 Geotech Testing Data	5.71	zip
02.01.052	INFO DOC 052 - T6 Gravity Survey (March2019)	9.29	pdf
02.01.053	INFO DOC 053 - T6 Gravity Surface Data	1.53	zip
02.01.054	INFO DOC 054 - T6 MASW Geophys Survey (March2018)	1.60	pdf
02.01.055	INFO DOC 055 - NOT USED	0.00	txt
02.01.056	INFO DOC 056 - NOT USED	0.00	txt
02.01.057	INFO DOC 057 - NOT USED	0.00	txt
02.01.058	INFO DOC 058 - NOT USED	0.00	txt
02.01.059	INFO DOC 059 - Contamination Report (May2019)	54.54	pdf
02.01.060	INFO DOC 060 - NOT USED	0.00	txt
02.01.061	INFO DOC 061 - Planning Approval Documents	0.11	pdf
02.01.062	INFO DOC 062 - F6 Overall Alignment - Superseded by INFO DOC 154 to 194	31.76	pdf
02.01.063	INFO DOC 063 - Alignment Longitudinal Sections - Superseded by INFO DOC 154 to 194	0.19	pdf
02.01.064	INFO DOC 064 - F6 Alignment Design - Superseded by INFO DOC 154 to 194	5.71	zip
02.01.065	INFO DOC 065 - Additional Geotech Request - Contamination Plan	18.52	pdf
02.01.066	INFO DOC 066 - Additional Geotech Request - Site Plan v3	3.67	pdf
02.01.067	INFO DOC 067 - F6S1 Reference Design - Final Geotech Report (230719)	626.34	zip
02.01.068	INFO DOC 068 - TRD Report Rev6 - Superseded by INFO DOC 154 to 194	44.71	pdf
02.01.069	INFO DOC 069 - TRD Appendix A - Drawing Register - Superseded by INFO DOC 154 to 194	0.11	pdf
02.01.070	INFO DOC 070 - TRD Appendix B - New M5 Interface Sketches - Superseded by INFO DOC 154 to 194	14.77	pdf
02.01.071	INFO DOC 071 - TRD Appendix C - Heavy Vehicle Profiles - Superseded by INFO DOC 154 to 194	0.21	pdf
02.01.072	INFO DOC 072 - TRD Appendix D - Options Evaluation Matrix - Superseded	0.15	pdf

	by INFO DOC 154 to 194		
02.01.073	INFO DOC 073 - TRD Appendix E - Active Transport Corridor - Superseded by INFO DOC 154 to 194	62.91	pdf
02.01.074	INFO DOC 074 - TRD Appendix F - Contamination References - Superseded by INFO DOC 154 to 194	2.18	pdf
02.01.075	INFO DOC 075 - TRD Appendix G - EIS App M Surface Hydrology Report Layouts - Superseded by INFO DOC 154 to 194	3.51	pdf
02.01.076	INFO DOC 076 - TRD Appendix H - Pavement Calculations - Superseded by INFO DOC 154 to 194	6.93	pdf
02.01.077	INFO DOC 077 - TRD Appendix I - Ausgrid Connection Options - Superseded by INFO DOC 154 to 194	4.96	pdf
02.01.078	INFO DOC 078 - TRD Appendix J - Utility Authority Designs - Superseded by INFO DOC 154 to 194	210.03	pdf
02.01.079	INFO DOC 079 - TRD Appendix K - Existing and Future VMS Locations - Superseded by INFO DOC 154 to 194	28.81	pdf
02.01.080	INFO DOC 080 - TRD Appendix L - CPTED Report - Superseded by INFO DOC 154 to 194	2.71	pdf
02.01.081	INFO DOC 081 - TRD Appendix M - Urban Design Report - Superseded by INFO DOC 154 to 194	15.20	pdf
02.01.082	INFO DOC 082 - TRD Appendix N - Safety in design (SiD) risk register - Superseded by INFO DOC 154 to 194	0.15	pdf
02.01.083	INFO DOC 083 - TRD Appendix P - Structures Design Criteria - Superseded by INFO DOC 154 to 194	0.96	pdf
02.01.084	INFO DOC 084 - TRD Appendix Q - Pavement Interpretive Report - Superseded by INFO DOC 154 to 194	5.29	pdf
02.01.085	INFO DOC 085 - M6S1-AUR-1000-DRG-PV - Superseded by INFO DOC 154 to 194	5.28	pdf
02.01.086	INFO DOC 086 - M6S1-AUR-1000-DRG-RD - Superseded by INFO DOC 154 to 194	132.74	pdf
02.01.087	INFO DOC 087 - M6S1-AUR-1100-DRG-SM - Superseded by INFO DOC 154 to 194	5.44	pdf
02.01.088	INFO DOC 088 - M6S1-AUR-1200-DRG-UT - Superseded by INFO DOC 154 to 194	4.78	pdf
02.01.089	INFO DOC 089 - M6S1-AUR-1300-DRG-IT - Superseded by INFO DOC 154 to 194	2.15	pdf
02.01.090	INFO DOC 090 - M6S1-AUR-1300-DRG-ST - Superseded by INFO DOC 154 to 194	5.33	pdf
02.01.091	INFO DOC 091 - M6S1-AUR-1300-DRG-ST_C&C - Superseded by INFO DOC 154 to 194	2.58	pdf
02.01.092	INFO DOC 092 - M6S1-AUR-1400-DRG-PV ATC - Superseded by INFO DOC 154 to 194	4.69	pdf
02.01.093	INFO DOC 093 - M6S1-AUR-2200-DRG-ME - Superseded by INFO DOC 154 to 194	5.04	pdf
02.01.094	INFO DOC 094 - M6S1-DRW-10-1000-TU - Superseded by INFO DOC 154 to 194	4.35	pdf
02.01.095	INFO DOC 095 - M6S1-AUR-1400-DRG-RD ATC - Superseded by INFO DOC 154 to 194	91.25	pdf
02.01.096	INFO DOC 096 - M6S1-AUR-1600-DRG-PP - Superseded by INFO DOC 154 to 194	42.85	pdf
02.01.097	INFO DOC 097 - M6S1-AUR-2200-DRG-EL - Superseded by INFO DOC 154 to 194	2.52	pdf

02.01.098	INFO DOC 098 - List of Information Documents (20191107)	0.04	xlsx
02.01.099	INFO DOC 099 - T7 GW Monitoring (March2018)	7.72	pdf
02.01.100	INFO DOC 100 - T7 GW Monitoring (April2018)	10.15	pdf
02.01.101	INFO DOC 101 - T7 GW Monitoring Report (301117)	16.93	pdf
02.01.102	INFO DOC 102 - T7 EIS GW Monitoring BH (March2018)	3.37	pdf
02.01.103	INFO DOC 103 - NOT USED	0.00	txt
02.01.104	INFO DOC 104 - F6S1 Plume Rise Assessment (7Jan19)	7.79	pdf
02.01.105	INFO DOC 105 - Emissions and Air Report	2.30	pdf
02.01.106	INFO DOC 106 - Ventilation - Link Volume Identification	2.75	pdf
02.01.107	INFO DOC 107 - Ventilation - Link Volume Identification Data	0.05	xlsx
02.01.108	INFO DOC 108 - Concept of Operations Template	0.49	docx
02.01.109	INFO DOC 109 - Traffic Modelling Construction Stage - EIS	1.56	pdf
02.01.110	INFO DOC 110 - Traffic Modelling Construction Stage - EIS - Data	0.43	zip
02.01.111	INFO DOC 111 - Aus Project Coordination Guidelines (9July18)	0.12	pdf
02.01.112	INFO DOC 112 - Aus Electrical Installation Guidelines (9July18)	0.08	pdf
02.01.113	INFO DOC 113 - Aus O&M Protocol Template	0.09	pdf
02.01.114	INFO DOC 114 - ISMP Format and Guide	0.03	pdf
02.01.115	INFO DOC 115 - Thermal Testing Sheet Template	0.05	pdf
02.01.116	INFO DOC 116 - Aus Canterbury STS 33kV Connection (1Nov19)	1.59	pdf
02.01.117	INFO DOC 117 - Jemena Standard Easement Terms	0.05	pdf
02.01.118	INFO DOC 118 - Pipeline Excavation GAS-999-PR-HSE-008 (25Oct18)	0.97	pdf
02.01.119	INFO DOC 119 - Aus Power Supplies - Plan Advice (22May19)	3.30	pdf
02.01.120	INFO DOC 120 - Aus Perm Power Supplies - Plan Advice (29Oct19)	1.92	pdf
02.01.121	INFO DOC 121 - Contamination Report - CRF RevA (18Oct19)	20.54	pdf
02.01.122	INFO DOC 122 - Contamination Data Report Rev0 (2Dec19)	88.30	pdf
02.01.123	INFO DOC 123 - Contamination Data Report Rev0 gINT Data	3.32	zip
02.01.124	INFO DOC 124 - GFR - ACT (1Nov2019)	65.12	pdf
02.01.125	INFO DOC 125 - ACT & Contamination gINT	3.97	zip
02.01.126	INFO DOC 126 - CRF - GIF - Draft (6Dec19)	12.02	pdf
02.01.127	INFO DOC 127 - CFR Geotechnical gINT	2.81	zip
02.01.128	INFO DOC 128 - GWM - Q4 Report RevA (23Jul19)	23.68	pdf
02.01.129	INFO DOC 129 - GWM - Factual Report RevB (17May19)	15.34	pdf
02.01.130	INFO DOC 130 - GWM BH - Feb2018 (12Mar18)	11.74	pdf
02.01.131	INFO DOC 131 - GWM Data	14.15	zip
02.01.132	INFO DOC 132 - Pavement Investigation Report Rockdale (13May19)	6.49	pdf
02.01.133	INFO DOC 133 - Export_SURV GT0093 TAFE UTIL 190617	0.01	12da
02.01.134	INFO DOC 134 - TAFE Topographical Survey Data (17Jun19)	25.86	zip
02.01.135	INFO DOC 135 - M6S1 Planning Approval	2.57	pdf
02.01.136	INFO DOC 136 - Model WRMP	0.28	pdf
02.01.137	INFO DOC 137 - Constructability Report (26Mar2018)	82.31	pdf
02.01.138	INFO DOC 138 - Constructability Report (26Mar2018) CAD	19.79	zip
02.01.139	INFO DOC 139 - TRD Constructability Report Rev2 (12Mar20)	98.53	pdf
02.01.140	INFO DOC 140 - Traffic - Interim State - AM	1.31	xlsx
02.01.141	INFO DOC 141 - Traffic - Interim State - PM	1.36	xlsx
02.01.142	INFO DOC 142 - Traffic - Interim State - Vol Results	0.05	xlsx
02.01.143	INFO DOC 143 - Lotsearch LS002523 (9Dec17)	78.92	pdf

02.01.144	INFO DOC 144 - Lotsearch LS002524 (9Dec17)	80.69	pdf
02.01.145	INFO DOC 145 - Lotsearch LS002525 (10Dec17)	87.72	pdf
02.01.146	INFO DOC 146 - Lotsearch LS002526 (11Dec17)	80.45	pdf
02.01.147	INFO DOC 147 - Lotsearch LS002527 (11Dec17)	94.57	pdf
02.01.148	INFO DOC 148 - Building Heights	0.04	PNG
02.01.149	INFO DOC 149 - Service Station - Existing Condition Plan	0.10	pdf
02.01.150	INFO DOC 150 - Business Surveys (20Aug18)	0.04	xlsx
02.01.151	INFO DOC 151 - EIS GW Model	40.57	zip
02.01.152	INFO DOC 152 - EIS Noise Model	9.30	zip
02.01.153	INFO DOC 153 - EIS SW Model	5.81	zip
02.01.154	INFO DOC 154 - TRD Report Rev8	11.08	pdf
02.01.155	INFO DOC 155 - TRD Appendix A - Drawing Register	0.04	pdf
02.01.156	INFO DOC 156 - TRD Appendix AA - NM5 Ventilation Floor Constructability Rpt	9.00	pdf
02.01.157	INFO DOC 157 - TRD Appendix B - New M5 Interface Sketches	14.67	pdf
02.01.158	INFO DOC 158 - TRD Appendix C - Heavy Vehicle Profiles	0.14	pdf
02.01.159	INFO DOC 159 - TRD Appendix D - Options Evaluation Matrix	0.08	pdf
02.01.160	INFO DOC 160 - TRD Appendix E - Active Transport Corridor	76.63	pdf
02.01.161	INFO DOC 161 - TRD Appendix F - Remedial Action Plan	48.46	pdf
02.01.162	INFO DOC 162 - TRD Appendix G - EIS App M Surface Hydrology	3.46	pdf
02.01.163	INFO DOC 163 - TRD Appendix H - Pavement Calculations	5.60	pdf
02.01.164	INFO DOC 164 - TRD Appendix I - Ausgrid Connection Options	4.91	pdf
02.01.165	INFO DOC 165 - TRD Appendix J - Utility Authority Designs	392.77	pdf
02.01.166	INFO DOC 166 - TRD Appendix K - Existing&Future VMS Locations	28.76	pdf
02.01.167	INFO DOC 167 - TRD Appendix L - CPTED Report	2.65	pdf
02.01.168	INFO DOC 168 - TRD Appendix M - Urban Design Report	15.14	pdf
02.01.169	INFO DOC 169 - TRD Appendix N - SiD risk register	0.09	pdf
02.01.170	INFO DOC 170 - TRD Appendix O - TfNSW Comment Register	1.28	pdf
02.01.171	INFO DOC 171 - TRD Appendix P - Structures Design Criteria	0.90	pdf
02.01.172	INFO DOC 172 - TRD Appendix Q - Pavement Interpretive Report	5.23	pdf
02.01.173	INFO DOC 173 - TRD Appendix R - Geotechnical Interpretive Report	96.58	pdf
02.01.174	INFO DOC 174 - TRD Appendix S - Hydrogeological Interpretive Rpt	57.68	pdf
02.01.175	INFO DOC 175 - TRD Appendix T - Settlement Impact&Analysis Rpt	16.46	pdf
02.01.176	INFO DOC 176 - TRD Appendix U - Operations Strategy Report	1.95	pdf
02.01.177	INFO DOC 177 - TRD Appendix V - Concept of Operations Report	3.77	pdf
02.01.178	INFO DOC 178 - TRD Appendix W - Road Safety Audit	1.31	pdf
02.01.179	INFO DOC 179 - TRD Appendix X - Design Change Memo	1.52	pdf
02.01.180	INFO DOC 180 - TRD Appendix Y - Scarborough Park Grd Treatment	4.71	pdf
02.01.181	INFO DOC 181 - TRD Appendix Z - Grouting Assessment	11.68	pdf
02.01.182	INFO DOC 182 - M6S1-AUR-1000-DRG-PV	3.73	pdf
02.01.183	INFO DOC 183 - M6S1-AUR-1000-DRG-RD (1)	114.59	pdf
02.01.184	INFO DOC 184 - M6S1-AUR-1000-DRG-TU	3.56	pdf
02.01.185	INFO DOC 185 - M6S1-AUR-1100-DRG-SM	3.23	pdf
02.01.186	INFO DOC 186 - M6S1-AUR-1200-DRG-UT	3.84	pdf
02.01.187	INFO DOC 187 - M6S1-AUR-1300-DRG-IT	1.43	pdf
02.01.188	INFO DOC 188 - M6S1-AUR-1400-DRG-PV ATC	4.71	pdf
02.01.189	INFO DOC 189 - M6S1-AUR-1400-DRG-RD ATC	78.92	pdf

02.01.190	INFO DOC 190 - M6S1-AUR-1600-DRG-PP	36.00	pdf
02.01.191	INFO DOC 191 - M6S1-AUR-2200-DRG-EL	1.26	pdf
02.01.192	INFO DOC 192 - M6S1-AUR-2200-DRG-ME	6.68	pdf
02.01.193	INFO DOC 193 - M6S1-AUR-3000-DRG-CC	3.44	pdf
02.01.194	INFO DOC 194 - M6S1-AUR-3000-DRG-ST	3.77	pdf
02.01.195	INFO DOC 195 - Pedestrian Bridge Substructure	2.36	pdf
02.01.196	INFO DOC 196 - Pedestrian Bridge Superstructure	4.55	pdf
02.01.197	INFO DOC 197 - M6 Stage 1 - RFT Document Roadmap	0.19	pdf
02.01.198	INFO DOC 198 - Data Room Interaction Rules - RFT	0.38	pdf
02.01.199	INFO DOC 199 - RFT - Attachment B (Returnable Schedules)	0.39	docx
02.01.200	INFO DOC 200 - RFT - Att B Ann 1 (Tender Vent Design Requirements)	0.26	docx
02.01.201	INFO DOC 201 - RFT - Att B Ann 2 (EIS Consistency Assessment Template)	0.42	docx
02.01.202	INFO DOC 202 - RFT - Attachment C (D&C Deed)	0.59	docx
02.01.203	INFO DOC 203 - RFT Attachment A (Interactive Tendering Process Guidance) - Draft	2.24	pdf
02.01.204	INFO DOC 204 - Muddy Creek Draft Design (4Nov19)	39.76	pdf
02.01.205	INFO DOC 205 - NGRS - Section 1 (SO44626_002)	1.69	PDF
02.01.206	INFO DOC 206 - NGRS (Sections 6-0x12-0)	4.44	PDF
02.01.207	INFO DOC 207 - SMN Operations Guide	0.29	pdf
02.01.208	INFO DOC 208 - SMN Appendix A	0.06	pdf
02.01.209	INFO DOC 209 - SMN Appendix B	0.82	docx
02.01.210	INFO DOC 210 - SMN Appendix C	0.54	docx
02.01.211	INFO DOC 211 - SMN Operations Policy-RevB (2 Oct 18)	0.08	pdf
02.01.212	INFO DOC 212 - Concept of Operations Report-Rev4 (Feb20)	3.77	pdf
02.01.213	INFO DOC 213 - Operations Strategy-Rev1 (Feb20)	1.95	pdf
02.01.214	INFO DOC 214 - TRD - Design files	23.31	zip
02.01.215	INFO DOC 215 - TRD - Reference Documents	53.60	zip
02.01.216	INFO DOC 216 - TRD - Utilities Native files	24.54	zip
02.01.217	INFO DOC 217 - CRF - Detailed Design Report	251.26	pdf
02.01.218	INFO DOC 218 - CRF - 12D Design Models	6.61	zip
02.01.219	INFO DOC 219 - CRF - Geotechnical Investigations	9.35	zip
02.01.220	INFO DOC 220 - Sybil Lane Bay St Pothole Investigations	4.62	zip
02.01.221	INFO DOC 221 - Utility Investigations (Nov19)	35.16	zip
02.01.222	INFO DOC 222 - Utility Survey Level B	42.14	pdf
02.01.223	INFO DOC 223 - BM Fields Design Drawings	60.48	pdf
02.01.224	INFO DOC 224 - MAPP - Design Drawings	164.64	pdf
02.01.225	INFO DOC 225 - BM Fields - Detailed Site Survey	7.78	pdf
02.01.226	INFO DOC 226 - MAPP - Detailed Site Survey	2.74	pdf
02.01.227	INFO DOC 227- CRF - Pre-Development Flooding Extents	52.77	pdf
02.01.228	INFO DOC 228 - Flood Impact Assessment (5Feb20)	112.65	pdf
02.01.229	INFO DOC 229 - BC - Capital Works Asset Report Template	0.20	pdf
02.01.230	INFO DOC 230 - BC - Flood Study Review - Mapping Compendium	2.19	pdf
02.01.231	INFO DOC 231 - BC - Stormwater Network	1.13	pdf
02.01.232	INFO DOC 232 - BC - Flood Study Review Report (Feb17)	9.61	pdf
02.01.233	INFO DOC 233 - BC - WAE Records Manual (Feb19)	1.14	pdf
02.01.234	INFO DOC 234 - 12D Survey - Existing Grd Conditions	13.80	12da
02.01.235	INFO DOC 235 - SW - Stormwater Fencing Policy	0.08	pdf

02.01.236	INFO DOC 236 - Property Inspection Report 65 O'Neill St	1.82	pdf
02.01.237	INFO DOC 237 - Property Inspection Report 67 O'Neill St	0.73	pdf
02.01.238	INFO DOC 238 - Property Inspection Report 69 O'Neill St	1.37	pdf
02.01.239	INFO DOC 239 - Attachment C - Exhibit I (SWTC) - Draft	131.70	zip
02.01.240	INFO DOC 240 - List of Information Documents (20200518)	0.05	xlsx
02.01.241	INFO DOC 241 - FBC Design Report (22Jun18)	103.27	pdf
02.01.242	INFO DOC 242 - FBC Pavement Drawings (22June18)	24.78	pdf
02.01.243	INFO DOC 243 - FBC Road Drawings (22June	68.01	pdf
02.01.244	INFO DOC 244 - FBC Structures Drawings (22June18)	2.91	pdf
02.01.245	INFO DOC 245 - FBC Tunnel Drawings (22June18)	8.49	pdf
02.01.246	INFO DOC 246 - [REDACTED]	1.23	pdf
02.01.247	INFO DOC 247 - Guideline Natural Gas Pipeline - Rev8 (4Nov16)	0.46	pdf
02.01.248	INFO DOC 248 - ST - Possession Programme 2019-20 - V5	0.36	pdf
02.01.249	INFO DOC 249 - ST - Possession Programme 2020-21 - Draft 4	0.24	pdf
02.01.250	INFO DOC 250 - ST - Possession Programme 2021-22 - Draft 1	0.19	pdf
02.01.251	INFO DOC 251 - Utility Survey - President Ave W Botany St - V2	38.25	pdf
02.01.252	INFO DOC 252 - Utility Survey - President Ave W Botany St	26.65	pdf
02.01.253	INFO DOC 253 - Trench Report - Princes Highway	7.29	pdf
02.01.254	INFO DOC 254 - Underground Services - President Ave W Botany St	0.69	pdf
02.01.255	INFO DOC 255 - Survey Information	122.23	zip
02.01.256	INFO DOC 256 - Utilities Survey Data	5.71	zip
02.01.257	INFO DOC 257 - Permanent Power Supply - Canterbury STS Plan	3.61	pdf
02.01.258	INFO DOC 258 - Bardwell Park - Hartill Law Avenue As Builts	14.39	zip
02.01.259	INFO DOC 259 - Bardwell Park - DSS	36.35	zip
02.01.260	INFO DOC 260 - APA Gas Main - D.P499059	3.46	pdf
02.01.261	INFO DOC 261 - Memo - W Botany St Decline - PAC (30Mar20)	0.79	pdf
02.01.262	INFO DOC 262 - Exhibit H (SAS) - Local Area	2.66	dwg
02.01.263	INFO DOC 263 - Exhibit H (SAS) - Temporary Area	2.62	dwg
02.01.264	INFO DOC 264 - Exhibit H (SAS) - WestConnex Integration Site	2.61	dwg
02.01.265	INFO DOC 265 - Exhibit H (SAS) - Work Site	2.62	dwg
02.01.266	INFO DOC 266 - Change to ATC Design Memo (25May18)	16.80	pdf
02.01.267	INFO DOC 267 - ATC Alignment - Aboriginal Heritage Assessment	0.17	pdf
02.01.268	INFO DOC 268 - ACT Alignment - Aboriginal Heritage Procedure	0.91	pdf
02.01.269	INFO DOC 269 - Tech Note - Industrial Buildings in Rockdale (21Dec17)	0.48	pdf
02.01.270	INFO DOC 270 - Tech Note - Industrial Buildings in Rockdale (21Dec17) - App A	0.19	pdf
02.01.271	INFO DOC 271 - Tech Note - Industrial Buildings in Rockdale (21Dec17) - App B	4.22	pdf
02.01.272	INFO DOC 272 - Tech Note - Industrial Buildings in Rockdale (21Dec17) - App C	65.46	pdf
02.01.273	INFO DOC 273 - Tech Note - Industrial Buildings in Rockdale (21Dec17) - App D	39.37	pdf
02.01.274	INFO DOC 274 - Tech Note - Industrial Buildings in Rockdale (21Dec17) - App E Pt1	35.04	pdf
02.01.275	INFO DOC 275 - Tech Note - Industrial Buildings in Rockdale (21Dec17) - App E Pt2	31.70	pdf
02.01.276	INFO DOC 276 - Tech Note - Industrial Buildings in Rockdale (21Dec17) - App E Pt3	56.38	pdf

02.01.277	INFO DOC 277 - Hazardous Materials Risk Assessment - Rockdale Works Centre (17Oct18)	4.69	pdf
02.01.278	INFO DOC 278 - Surface Water Quality Monitoring Reports & Data 2017 to 2018	45.24	zip
02.01.279	INFO DOC 279 - EMP - Guideline (April20)	0.09	PDF
02.01.280	INFO DOC 280 - EMP - Post Approval Guidance (April20)	0.32	pdf
02.01.281	INFO DOC 281 - Approval of Appointment of Indep Experts	0.09	pdf
02.01.282	INFO DOC 282 - Final GFR - Reference Design (13May20) - Part 1 - supersedes INFO DOC 048 to 051 and 067	634.38	zip
02.01.283	INFO DOC 283 - Final GFR - Reference Design (13May20) - Part 2 - supersedes INFO DOC 048 to 051 and 067	1498.14	zip
02.01.284	INFO DOC 284 - GFR - Pre-Tender (1May20) - Part 1	1370.80	zip
02.01.285	INFO DOC 285 - GFR - Pre-Tender (1May20) - Part 2	379.91	zip
02.01.286	INFO DOC 286 - GFR - Additional Geotech Investigations (12May20)	788.96	zip
02.01.287	INFO DOC 287 - List of Information Documents (20200527)	0.05	xlsx
02.01.288	INFO DOC 288 - Exhibit I - SWTC - Native files	29.55	zip
02.01.289	INFO DOC 289 - Jemena - Main Cvc Ave to St George Hospital (1-C-17-B)	0.16	PDF
02.01.290	INFO DOC 290 - Jemena - President Ave 150mm Relocation (D36165)	0.23	pdf
02.01.291	INFO DOC 291 - NGRS - As Built - INDEX503_17710	4.44	PDF
02.01.292	INFO DOC 292 - NGRS - As Built - INDEX503_19443	3.69	pdf
02.01.293	INFO DOC 293 - NGRS - As Built - SO44626 - Sheet 1	1.89	PDF
02.01.294	INFO DOC 294 - NGRS - As Built - SO44626 - Sheet 2	1.69	PDF
02.01.295	INFO DOC 295 - NGRS - As Built - SO44626 - Sheet 3	1.80	PDF
02.01.296	INFO DOC 296 - NGRS - As Built - SO44626 - Sheet 4	1.61	PDF
02.01.297	INFO DOC 297 - NGRS - As Built - SO44626 - Sheet 5	0.77	PDF
02.01.298	INFO DOC 298 - NGRS - Sections 1 to 3 Traverse Report (Jan18)	19.18	pdf
02.01.299	INFO DOC 299 - NGRS - Tunnel Induced Impact Assessment Memo (27Apr20)	0.17	pdf
02.01.300	INFO DOC 300 - SW - Engineering Competency Standard (Oct 19)	0.50	pdf
02.01.301	INFO DOC 301 - SW - Specialist Engineering Assessment Checklist & Flowchart	0.25	pdf
02.01.302	INFO DOC 302 - Settlement Impact Analysis (23May20)	8.39	pdf
02.01.303	INFO DOC 303 - ST - Bardwell Park Retaining Wall As Builts	1.59	pdf
02.01.304	INFO DOC 304 - Utility Survey Information (25May20)	14.82	zip
02.01.305	INFO DOC 305 - RFT - Attachment C (D&C Deed Schedules) - native	1.02	docx
02.01.306	INFO DOC 306 - RFT - Attachment C (D&C Deed Exhibits) - native	0.31	docx
02.01.307	INFO DOC 307 - Tender Hub User Guide	0.50	pdf
02.01.308	INFO DOC 308 - M6 Stage 1 - RFT Document Roadmap - A1	0.19	pdf
02.01.309	INFO DOC 309 - Exhibit I - SWTC - App B.30 (Enabling Works) - A1	0.31	docx
02.01.310	INFO DOC 310 - Exhibit I - SWTC - App C.8 (DE Requirements) - A1	0.33	docx
02.01.311	INFO DOC 311 - Attachment C - Schedule 12 - native - A1	0.62	docx
02.01.312	INFO DOC 312 - Core Photos - BH00	304.86	zip
02.01.313	INFO DOC 313 - Core Photos - BH1100	385.34	zip
02.01.314	INFO DOC 314 - Core Photos - BH1200	277.92	zip
02.01.315	INFO DOC 315 - Additional Contamination Assessment Report (18May20)	217.15	pdf
02.01.316	INFO DOC 316 - Additional Contamination Assessment Report (18May20) - Data	64.26	zip
02.01.317	INFO DOC 317 - M6 Stage 1 EIS Flood Models (Refer to 'Information	0.00	txt

	Documents - M6 Stage 1' on Hard Drive 2)		
02.01.318	INFO DOC 318 - Site Inspection Videos User Guide (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.319	INFO DOC 319 - M6 Supply Shafts, Exhaust Shafts and Spoil Shed (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.320	INFO DOC 320 - [REDACTED] (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.321	INFO DOC 321 - W Botany St Properties (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.322	INFO DOC 322 - NM5 Tunnel (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.323	INFO DOC 323 - RMS Depot (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.324	INFO DOC 324 - Bicentennial Park (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.325	INFO DOC 325 - 7 Eleven Petrol Station (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 2)	0.00	txt
02.01.326	INFO DOC 326 - SICE Subcontract Applicability Table - DRAFT	0.09	xlsx
02.01.327	INFO DOC 327 - M6 Traffic Models Technical Note	0.45	pdf
02.01.328	INFO DOC 328 - EIS Traffic Model	59.97	zip
02.01.329	INFO DOC 329 - PIR Traffic Model	11.12	zip
02.01.330	INFO DOC 330 - Post-PIR Traffic Model	7.75	zip
02.01.331	INFO DOC 331 - VISUM Models	40.17	zip
02.01.332	INFO DOC 332 - D&C Deed Development Guide 1	0.14	pdf
02.01.333	INFO DOC 333 - List of Information Documents (20200612)	0.06	xlsx
02.01.334	INFO DOC 334 - GGBF Monitoring Report - Draft (Dec19)	0.58	pdf
02.01.335	INFO DOC 335 - GGBF Monitoring Report - Draft (Jan20)	0.63	pdf
02.01.336	INFO DOC 336 - GGBF Monitoring Report - Draft (Feb20)	0.82	pdf
02.01.337	INFO DOC 337 - F6 Recreational Needs Analysis (Aug19)	7.71	PDF
02.01.338	INFO DOC 338 - M6S1 Approval of Plan Strategy - Condition E107 (27May20)	0.10	pdf
02.01.339	INFO DOC 339 - M6S1 Recreational Facilities Replacement Plan V1 (Arp20)	3.88	pdf
02.01.340	INFO DOC 340 - Appendix C.2 Contractor Documentation Schedule - A2	0.34	docx
02.01.341	INFO DOC 341 - Deed of Appointment of Acoustics Adviser - A2	0.19	DOCX
02.01.342	INFO DOC 342 - Independent Certifier Deed - A2	0.22	docx
02.01.343	INFO DOC 343 - Deed of Appointment of Environmental Representative - A2	0.18	DOCX
02.01.344	INFO DOC 344 - M6 Stage 1 - RFT Document Roadmap - A2	0.41	pdf
02.01.345	INFO DOC 345 - Appendix B.41 Future Network Connection Requirements (PAC#2) - A2	0.23	docx
02.01.346	INFO DOC 346 - Appendix E.1 Principal Items of Infrastructure (PAC#2) - A2	0.16	docx
02.01.347	INFO DOC 347 - Bicentennial Park - Detailed Survey Information (19Dec17)	6.71	pdf
02.01.348	INFO DOC 348 - Bicentennial Park - Detailed Survey Information - native files (19Dec17)	46.83	zip
02.01.349	INFO DOC 349 - Bicentennial Park - Detailed Survey Information (29Jan18)	6.77	pdf
02.01.350	INFO DOC 350 - Bicentennial Park - Detailed Survey Information (22May18)	7.78	pdf
02.01.351	INFO DOC 351 - Bicentennial Park - Detailed Survey Information (13Aug18)	3.66	pdf
02.01.352	INFO DOC 352 - RMS Depot - W Botany St - Utility Survey Information	8.03	zip
02.01.353	INFO DOC 353 - NGRS - sections 4 to 11 - Traverse Report 2004	6.74	pdf

02.01.354	INFO DOC 354 - NGRS - sections 1 to 3, 5 to 8 and 11 Traverse Report 2009	4.31	pdf
02.01.355	INFO DOC 355 - NGRS - sections 4 to 11 - Traverse Report 2011	14.84	pdf
02.01.356	INFO DOC 356 - NGRS - section 1 to 3 - Traverse Report 2014	16.18	pdf
02.01.357	INFO DOC 357 - NGRS - sections 4 to 8 - Traverse Report 2015	16.01	pdf
02.01.358	INFO DOC 358 - F6 Groundwater Monitoring - Q1 (11Feb19) RevB	24.68	pdf
02.01.359	INFO DOC 359 - F6 Groundwater Monitoring - Q2 (11Feb19) RevA	28.55	pdf
02.01.360	INFO DOC 360 - F6 Groundwater Monitoring - Q3 (15Apr19) RevA	29.41	pdf
02.01.361	INFO DOC 361 - Pedestrian Bridge Princes Highway - Survey Data	5.37	INP
02.01.362	INFO DOC 362 - Wollie Creek Bridge on Hartill-Law Ave - Repair and Stabilisation Drawings	1.26	pdf
02.01.363	INFO DOC 363 - Wollie Creek Bridge on Hartill-Law Ave - Long Section Plan and Cross Section	0.27	tif
02.01.364	INFO DOC 364 - Wollie Creek Bridge on Hartill-Law Ave - Details of Superstructure	0.25	tif
02.01.365	INFO DOC 365 - Wollie Creek Bridge on Hartill-Law Ave - Details of Piers and Steel List	0.24	tif
02.01.366	INFO DOC 366 - Wollie Creek Bridge on Hartill-Law Ave - Details of Abutment A	0.21	tif
02.01.367	INFO DOC 367 - Wollie Creek Bridge on Hartill-Law Ave - Alt Design Handrail & Piers 2 & 3 Foundations	0.23	tif
02.01.368	INFO DOC 368 - Pedestrian Bridge over Wollie Creek - Turrella - Abutment & Pile Design	1.67	pdf
02.01.369	INFO DOC 369 - Wollie Creek Bridge - Marking Plan & Elevation	0.74	pdf
02.01.370	INFO DOC 370 - Intersection Upgrade President Ave to S Street - Roadwork Drawings	7.45	pdf
02.01.371	INFO DOC 371 - Intersection Upgrade President Ave to S Street - Landscape Plan - Rockdale Council	5.89	pdf
02.01.372	INFO DOC 372 - Intersection Upgrade President Ave to S Street - Landscape Plan - TAFE	5.59	pdf
02.01.373	INFO DOC 373 - Intersection Upgrade President Ave to S Street - Property Adjust Plan Lots2&3 DP810353	9.67	pdf
02.01.374	INFO DOC 374 - Intersection Upgrade President Ave to S Street - Work-As-Executed	13.01	pdf
02.01.375	INFO DOC 375 - WCX Stage 2 - NM5 SWTC	393.74	zip
02.01.376	INFO DOC 376 - WCX Stage 3A - Main Tunnel Works SWTC	23.17	zip
02.01.377	INFO DOC 377 - WCX Stage 3B - Rozelle Interchange SWTC	30.93	zip
02.01.378	INFO DOC 378 - SW Western Sewer Outfall March St - WAC - Plan and Section	1.63	pdf
02.01.379	INFO DOC 379 - SW Western Sewer Outfall March St - WAC - Detail of Triplicate Sewer S2	1.58	pdf
02.01.380	INFO DOC 380 - SW Western Sewer Outfall March St - WAC - Detail of Triplicate Sewer S3	1.66	pdf
02.01.381	INFO DOC 381 - SW Western Sewer Outfall March St - WAC - Detail of Arches & Piling under Piers	1.63	pdf
02.01.382	INFO DOC 382 - SW Western Sewer Outfall March St - WAC - WI Gate & Fence	2.04	pdf
02.01.383	INFO DOC 383 - SW Western Sewer Outfall March St - WAC - Detail of Abutment 0 Miles 40 Chains	4.32	pdf
02.01.384	INFO DOC 384 - SW Western Sewer Outfall March St - WAC - Section of Sewers	1.10	pdf

02.01.385	INFO DOC 385 - NGRS - Contraction Joint - Muddy Creek Crossing	3.59	pdf
02.01.386	INFO DOC 386 - Interim Groundwater Monitoring Data - Jul18to19 and Jun20to21	1.24	zip
02.01.387	INFO DOC 387 - EIS Traffic Model - supersedes INFO DOC 328	59.74	zip
02.01.388	INFO DOC 388 - Guidance for Assessing and Managing Water Pollution	3.70	pdf
02.01.389	INFO DOC 389 - M6S1 Web Portal GIS Data in GIS MGA94 Zone 56 and Shapefile	125.02	zip
02.01.390	INFO DOC 390 - Resilience Proposal - Future Ramp Stub Location Study - President Ave & WCX	7.16	pdf
02.01.391	INFO DOC 391 - TRD - Design files - Existing Drainage Lines	0.85	dwg
02.01.392	INFO DOC 392 - M6S2 - Reference Design Road Model	0.18	zip
02.01.393	INFO DOC 393 - List of Information Documents (20200625)	0.06	xlsx
02.01.394	INFO DOC 394 - Groundwater Models - Additional Files	74.64	zip
02.01.395	INFO DOC 395 - TRD - Preliminary MUSIC Model	0.26	zip
02.01.396	INFO DOC 396 - M6S1 - EIS TUFLOX Flood Model - Additional Files	0.20	zip
02.01.397	INFO DOC 397 - Muddy Creek 100% DCD (22Jun20) - supersedes INFO DOC 204	40.66	pdf
02.01.398	INFO DOC 398 - Muddy Creek - 100% DCD (22Jun20) - native data	21.88	zip
02.01.399	INFO DOC 399 - As-Built Drawings - TAFE - St George	0.87	zip
02.01.400	INFO DOC 400 - As-Built Drawings - Moorefield Campus (formerly James Cook Boys)	38.09	zip
02.01.401	INFO DOC 401 - EIS Flood Model - Drain GIS Subcatchment Layouts	0.19	zip
02.01.402	INFO DOC 402 - [REDACTED] - Descending (7May20)	604.12	mp4
02.01.403	INFO DOC 403 - [REDACTED] - Ascending (7May20)	257.42	mp4
02.01.404	INFO DOC 404 - [REDACTED] - From Surface (7May20)	96.74	mp4
02.01.405	INFO DOC 405 - Utility Survey Information - Supersedes INFO DOC 251 and INFO DOC 253	39.98	zip
02.01.406	INFO DOC 406 - Utility Investigation Records - President Ave	28.91	zip
02.01.407	INFO DOC 407 - Exhibit C - Sydney Water Interface Deed - native - A1	6.16	docx
02.01.408	INFO DOC 408 - D&C Deed - Schedule 34 - mark up - A3	0.23	docx
02.01.409	INFO DOC 409 - D&C Deed - Schedule 35 - mark up - A3	0.23	docx
02.01.410	INFO DOC 410 - D&C Deed - Schedule 31 - mark up - A3	0.27	docx
02.01.411	INFO DOC 411 - M6 Stage 1 - RFT Document Roadmap - A3	0.14	pdf
02.01.412	INFO DOC 412 - Updates to INFO DOC 173 - TRD Appendix R - GIR	8.80	pdf
02.01.413	INFO DOC 413 - EIS Flood Model - Additional Files - Lower Cooks River	0.04	zip
02.01.414	INFO DOC 414 - BC - Asset Survey - Pipes Draining to Bicentennial Park Ponds	4.11	pdf
02.01.415	INFO DOC 415 - BC - Bicentennial Park GPT Drawings	4.20	pdf
02.01.416	INFO DOC 416 - BC - Bicentennial Park Stormwater Drainage Plan (1)	16.84	jpg
02.01.417	INFO DOC 417 - BC - Bicentennial Park Stormwater Drainage Plan (2)	50.14	jpg
02.01.418	INFO DOC 418 - BC - General Plan of Pipes Discharging into Bicentennial Park Ponds	4.88	pdf
02.01.419	INFO DOC 419 - BC - Images of Floating Wetlands	3.85	pdf
02.01.420	INFO DOC 420 - BC - Images of Steps on Weir at President Avenue	0.84	pdf
02.01.421	INFO DOC 421 - BC - Plan of Culvert under President Avenue	0.44	pdf

02.01.422	INFO DOC 422 - SYSIR for Kapsch MLFF G3	1.05	pdf
02.01.423	INFO DOC 423 - List of Information Documents (20200714)	0.07	xlsx
02.01.424	INFO DOC 424 - WCX SWTC - Change and Departures Register	0.01	xlsx
02.01.425	INFO DOC 425 - WCX M8 SWTC - Change and Departures Attachments	5.73	zip
02.01.426	INFO DOC 426 - WCX 3A SWTC - Change and Departures Attachments	0.20	zip
02.01.427	INFO DOC 427 - D&C Deed - Schedule 18 - mark up - A4	0.23	docx
02.01.428	INFO DOC 428 - D&C Deed - Schedule 31 - mark up - A4	0.24	docx
02.01.429	INFO DOC 429 - M6 Stage 1 - RFT Document Roadmap - A4	0.14	pdf
02.01.430	INFO DOC 430 - M6 Stage 1 - EIS - GIS Layers	169.13	ppkx
02.01.431	INFO DOC 431 - CRF - 100% Design IFT MCC - CAD	1346.96	zip
02.01.432	INFO DOC 432 - CRF - 100% Design IFT MEM - CAD	471.14	zip
02.01.433	INFO DOC 433 - SW Stormwater Renewals - Prelim Contamination Report (Jul18)	26.50	pdf
02.01.434	INFO DOC 434 - SW Stormwater Renewals - Prelim Geotechnical Report (Sept16)	19.59	pdf
02.01.435	INFO DOC 435 - Traffic Modelling - SWTC App B.2 Matrices	5.61	zip
02.01.436	INFO DOC 436 - RMS W Botany St Depot - Historical Plans	13.03	zip
02.01.437	INFO DOC 437 - Review of reinstatement for GGBF Concept Plan - Letter (10Jun20)	1.09	pdf
02.01.438	INFO DOC 438 - Review of reinstatement for GGBF Concept Plan	12.70	pdf
02.01.439	INFO DOC 439 - Review of reinstatement for GGBF Concept Plan Appendices	1.05	pdf
02.01.440	INFO DOC 440 - Tunnel Induced Movement Impact Analysis Report - Draft (20Jul20) - supersedes INFO DOC 302	12.04	pdf
02.01.441	INFO DOC 441 - M6 Stage 1 IOMCS and OMCS Works Subcontract	11.88	zip
02.01.442	INFO DOC 442 - RMS D&C Specification G36 - Compare	0.17	docx
02.01.443	INFO DOC 443 - D&C Deed - Schedule 12 - mark up - A5	0.25	docx
02.01.444	INFO DOC 444 - M6 Stage 1 - RFT Document Roadmap - A5	0.14	pdf
02.01.445	INFO DOC 445 - [REDACTED] - Net Site and Handover Volumes	0.63	xlsx
02.01.446	INFO DOC 446 - TfNSW Local Roads Traffic Control Sites	10.93	zip
02.01.447	INFO DOC 447 - Utility Investigation Records - President Ave (12Feb19)	20.20	zip
02.01.448	INFO DOC 448 - PPS - QL B Survey Information - Section 1 - Canterbury STS to Bray St	47.93	zip
02.01.449	INFO DOC 449 - SW - Muddy Creek - WAC	140.03	zip
02.01.450	INFO DOC 450 - SW - Illawarra Submain - WAC	42.59	zip
02.01.451	INFO DOC 451 - TRD Appendix J - Utility Authority Designs - Supersedes INFO DOC 165	499.53	pdf
02.01.452	INFO DOC 452 - NGRS - As Built - INDEX503_275	0.90	PDF
02.01.453	INFO DOC 453 - NGRS - As Built - INDEX503_276	0.24	PDF
02.01.454	INFO DOC 454 - NGRS - As Built - INDEX503_278	0.24	PDF
02.01.455	INFO DOC 455 - NGRS - As Built - INDEX503_279	0.31	PDF
02.01.456	INFO DOC 456 - NGRS - As Built - INDEX503_280	0.15	PDF
02.01.457	INFO DOC 457 - NGRS - As Built - INDEX503_281_002	0.27	PDF
02.01.458	INFO DOC 458 - NGRS - As Built - INDEX503_282	0.32	PDF
02.01.459	INFO DOC 459 - NGRS - As Built - INDEX503_283	0.26	PDF
02.01.460	INFO DOC 460 - NGRS - As Built - INDEX503_284	0.19	PDF
02.01.461	INFO DOC 461 - NGRS - As Built - INDEX503_285	0.32	PDF
02.01.462	INFO DOC 462 - NGRS - As Built - INDEX503_17581.REND	3.27	PDF

02.01.463	INFO DOC 463 - NGRS - As Built - INDEX503_17582.REND	3.26	PDF
02.01.464	INFO DOC 464 - NGRS - As Built - INDEX503_17600.REND	5.19	PDF
02.01.465	INFO DOC 465 - NGRS - As Built - INDEX503_17713.REND	3.86	PDF
02.01.466	INFO DOC 466 - NGRS - As Built - INDEX503_18080.REND	3.54	PDF
02.01.467	INFO DOC 467 - NGRS - As Built - INDEX503_18159.REND	3.28	PDF
02.01.468	INFO DOC 468 - NGRS - As Built - INDEX503_18652.REND	3.53	PDF
02.01.469	INFO DOC 469 - NGRS - As Built - INDEX503_19245.REND	3.54	PDF
02.01.470	INFO DOC 470 - NGRS - As Built - INDEX503_19392.REND	3.63	PDF
02.01.471	INFO DOC 471 - NGRS - As Built - INDEX503_30959	3.09	pdf
02.01.472	INFO DOC 472 - M6S1 - EIS - Acoustic Assessment Package	30.96	zip
02.01.473	INFO DOC 473 - TRD - Bound Sheets	773.44	zip
02.01.474	INFO DOC 474 - Schedule 15 Proposal Design v3 - Supersedes Schedule 15 of INFO DOC 441	1.52	zip
02.01.475	INFO DOC 475 - M6 Stage 1 - Additional Traffic Data	192.02	zip
02.01.476	INFO DOC 476 - SWTC - Native Documents - Addendum 1 to 5	15.92	ZIP
02.01.477	INFO DOC 477 - TCS Map - President Ave & Princes Highway	0.75	png
02.01.478	INFO DOC 478 - [REDACTED] - Supersedes INFO DOC 438 & 439	13.73	pdf
02.01.479	INFO DOC 479 - GWM Results to May 2019	8.86	xlsx
02.01.480	INFO DOC 480 - Summary Monitoring Well and VWP Details	0.03	xlsx
02.01.481	INFO DOC 481 - D&C Deed - Schedule 12 - mark up - A6	0.25	docx
02.01.482	INFO DOC 482 - D&C Deed - Exhibit H (Site Access Schedule) - mark up - A6	0.34	docx
02.01.483	INFO DOC 483 - Exhibit C - Sydney Water Interface Deed - mark up - A6	6.27	docx
02.01.484	INFO DOC 484 - M6 Stage 1 - RFT Document Roadmap - A6	0.14	pdf
02.01.485	INFO DOC 485 - [REDACTED]	16.53	pdf
02.01.486	INFO DOC 486 - Exhibit H - Construction Site Drawings - Substratum	0.11	zip
02.01.487	INFO DOC 487 - Exhibit H - Construction Site Drawings - Surface - Rev2	0.07	zip
02.01.488	INFO DOC 488 - Exhibit H - Construction Boundary	0.50	dwg
02.01.489	INFO DOC 489 - M6S1 - Remedial Action Plan - Data	6.40	zip
02.01.490	INFO DOC 490 - Remedial Action Plan - 7-Eleven Petrol Station	2.19	PDF
02.01.491	INFO DOC 491 - Update to Topographical Map with PPS Route	71.28	zip
02.01.492	INFO DOC 492 - M5E - As-Built - Rock Bolt Details	0.26	PDF
02.01.493	INFO DOC 493 - M5E - As-Built - General Arrangement Plan	0.22	PDF
02.01.494	INFO DOC 494 - M5E - As-Built - Eastbound Exit Ramp - Longitudinal	0.15	PDF
02.01.495	INFO DOC 495 - M5E - As-Built - Westbound Entry Ramp - Longitudinal	0.12	PDF
02.01.496	INFO DOC 496 - Technical Note - Haulage Access - Rockdale Depot	1.13	pdf
02.01.497	INFO DOC 497 - Technical Direction - Dragon's Teeth at School Zones (15Jul09)	0.81	pdf
02.01.498	INFO DOC 498 - M6S1 - Tolling Equipment Subcontract	2.11	zip
02.01.499	INFO DOC 499 - Sch 15 IOMCS and OMCS Works Subcontract - supersedes Schedule 15 in INFO DOC 441 & INFO DOC 474	24.79	zip
02.01.500	INFO DOC 500 - Exhibit C - Interface Agreements - Addenda 5 & 6 - native	4.62	zip
02.01.501	INFO DOC 501 - Air Quality Model Files	292.88	zip
02.01.502	INFO DOC 502 - [REDACTED]	627.87	zip
02.01.503	INFO DOC 503 - PPS - QL B Survey Information for Section 2	33.76	zip
02.01.504	INFO DOC 504 - CFR - Digital Data	43.46	zip

02.01.505	INFO DOC 505 - Exhibit C - Interface Agreements - Native Documents - A7	2.96	zip
02.01.506	INFO DOC 506 - SWTC - Native Documents - A6 & A7	16.00	zip
02.01.507	INFO DOC 507 - M6 Stage 1 - D&C Deed Schedule 12 - A7 markup	0.63	docx
02.01.508	INFO DOC 508 - M6 Stage 1 - D&C Deed - A7 - markup	0.75	docx
02.01.509	INFO DOC 509 - M6 Stage 1 - RFT Document Roadmap - A7	0.14	pdf
02.01.510	INFO DOC 510 - TfNSW Jobs and Skills Profile Template (ES-FT-435)	0.06	xlsx
02.01.511	INFO DOC 511 - List of Information Documents (20200831)	0.07	xlsx
02.01.512	INFO DOC 512- SICE Program of Works	0.85	zip
02.01.513	INFO DOC 513 - M6 Cumulative Case Option 2 Traffic Modelling	68.20	zip
02.01.514	INFO DOC 514 - M6S1 WTP Discharge to March St Drainage Network - Technical Memo	1.91	pdf
02.01.515	INFO DOC 515 - WCX M5 Factual Contamination Assessment (17Nov14)	54.58	pdf
02.01.516	INFO DOC 516 - WCX NM5 Contamination GINT Data - Boreholes	0.20	zip
02.01.517	INFO DOC 517 - SEA on NGRS - Stage 2 Impact Assessment - Draft (28Aug20)	17.32	pdf
02.01.518	INFO DOC 518 - WCX NM5 Environmental Site Assessment - Kogarah Golf Course (24Jun16)	51.83	pdf
02.01.519	INFO DOC 519 - Utility Survey Information - President Ave Water Main (7Arp20)	14.82	zip
02.01.520	INFO DOC 520 - Utility Survey Information Princes Hwy - Trenches 50, 51 & 52 (4Sept20)	18.31	zip
02.01.521	INFO DOC 521 - RMS Depot - W Botany St - Utility Survey Information (July20) - supersedes INFO DOC 352	4.11	zip
02.01.522	INFO DOC 522 - PPS - 33kV - Topographical Survey (9Sept20) - supersedes INFO DOC 491	71.81	zip
02.01.523	INFO DOC 523 - TRD Appendix J - Utility Authority Designs - Supersedes INFO DOC 451	531.80	pdf
02.01.524	INFO DOC 524 - Stage 2 Detailed Site Investigation - 743 Princes Highway (10Sept20)	17.61	pdf
02.01.525	INFO DOC 525 - Stage 2 Detailed Site Investigation - 427 to 441 W Botany St (10Sept20)	18.50	pdf
02.01.526	INFO DOC 526 - Environmental Site Assessment - 211 Bay St (10Sept20)	16.55	pdf
02.01.527	INFO DOC 527 - Hazardous Material Survey - 734 Princes Highway (7 11 Service Station)	4.32	pdf
02.01.528	INFO DOC 528 - Hazardous Material Survey - 400 W Botany St (TfNSW Depot)	5.05	pdf
02.01.529	INFO DOC 529 - Hazardous Material Survey - 427 to 439 W Botany St	11.04	pdf
02.01.530	INFO DOC 530 - Addendum 8 RFT Documents - Native - A8	1.74	zip
02.01.531	INFO DOC 531 - M6 Stage 1 - RFT Document Roadmap - A8	0.14	pdf
02.01.532	INFO DOC 532 - M6 Stage 1 - RFT Document Roadmap - A9	0.19	pdf
02.01.533	INFO DOC 533 - Addendum 9 RFT Documents - Native	2.81	zip
02.01.534	INFO DOC 534 - M6 Groundwater Monitoring - PFOS Ultra-trace	16.06	pdf
02.01.535	INFO DOC 535 - M8 Construction Compound - Stockpile Investigation	18.51	pdf
02.01.536	INFO DOC 536 - M6 Stage 1 - RFT Document Roadmap - A10	0.14	pdf
02.01.537	INFO DOC 537 - Addendum 10 Native Documents	0.85	zip
02.01.538	INFO DOC 538 - SW Stormwater Renewals - Package B - Muddy Creek Hydraulic Model Rpt (Jan20)	8.86	pdf
02.01.539	INFO DOC 539 - SW Stormwater Renewals - Muddy Creek - Review of Environmental Factors (Sept19)	7.89	pdf

02.01.540	INFO DOC 540 - PPS - TRD - QL B - Bardwell Valley & Banksia	87.24	zip
02.01.541	INFO DOC 541 - Bayside Council Flood Model (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 3)	0.00	txt
02.01.542	INFO DOC 542 - SW Muddy Creek - Flood Model (Refer to 'Information Documents - M6 Stage 1' on Hard Drive 3)	0.00	txt
02.01.543	INFO DOC 543 - TRD Appendix J - Utility Authority Designs - Supersedes INFO DOC 523	546.72	pdf
02.01.544	INFO DOC 544 - PPS - Utility Survey	1.19	TXT
02.01.545	INFO DOC 545 - M6 Stage 1 - RFT Document Roadmap - A11	0.14	pdf
02.01.546	INFO DOC 546 - Addendum 11 Native Documents	6.94	zip
02.01.547	INFO DOC 547 - Rockdale Depot Fence - WAE Survey (23Nov20)	0.15	pdf
02.01.548	INFO DOC 548 - Rockdale Depot Fence - WAE Survey (23Nov20) - native	0.08	dxg
02.01.549	INFO DOC 549 - Rockdale Depot Fence - WAE Survey (23 November 2020) - JPEG	2.53	jpg
02.01.550	INFO DOC 550 - Additional Geotech Investigations - Site Plan	7.63	pdf
02.01.551	INFO DOC 551 - M8-M6S1 Interface Monitoring Requirements (2Dec20)	1.07	pdf
02.01.552	INFO DOC 552 - M8-M6S1 Interface Monitoring Requirements - Sketches (2Dec20)	59.93	pdf
02.01.553	INFO DOC 553 - Pre-Award GI - Borehole Logs - Draft (Nov20)	9.63	pdf
02.01.554	INFO DOC 554 - Pre-Award GI - Sonic Rig Photos - Draft (Nov20)	103.55	pdf
02.01.555	INFO DOC 555 - Pre-Award Investigation - Contamination Data Report - Rev1 (14Jan21)	20.20	pdf
02.01.556	INFO DOC 556 - Pre-Awarded GFR - Rev0 (17Dec20)	125.00	pdf
02.01.557	INFO DOC 557 - Pre-Award GINT Logs	3.18	zip
02.01.558	INFO DOC 558 - Rockdale Depot Palisade Fencing Photographs	0.97	pdf
02.01.559	INFO DOC 559 - Power Supply Route Contamination Report - Rev1 (Dec20)	7.03	pdf
02.01.560	INFO DOC 560 - PPS - 70% Reference Design - Canterbury STS to W Botany St	27.15	pdf
02.01.561	INFO DOC 561 - PPS Geotech, Contamination and Thermal Resistivity - Factual Report (27Nov20)	118.91	pdf
02.01.562	INFO DOC 562 - PPS Thermal Resistivity Results - Summary Overview	0.25	xlsx
02.01.563	INFO DOC 563 - PPS Utility Survey - QL-B - Bardwell to Banksia	93.58	zip
02.01.564	INFO DOC 564 - PPS Utility Survey - QL-B - Earlwood to Bardwell	179.47	zip
02.01.565	INFO DOC 565 - 7-Eleven - Interim UPSS Options Assessment - Rev3 (19Aug20)	9.02	pdf
02.01.566	INFO DOC 566 - 7-Eleven - Notification of Contaminated land - Lt EPA (17Dec20)	0.07	pdf
02.01.567	INFO DOC 567 - 7-Eleven - Site Contamination Notification Form (s60)	0.13	pdf
02.01.568	INFO DOC 568 - 7-Eleven - Site Contamination Notification Acknowledgement (s60)	0.06	pdf
02.01.569	INFO DOC 569 - 7-Eleven - Ground Gas Assessment Report - Rev1 (12Nov20)	6.55	pdf
02.01.570	INFO DOC 570 - 7-Eleven - Preliminary Risk Assessment Report - Rev0 (2Nov20)	3.47	pdf
02.01.571	INFO DOC 571 - 7-Eleven - Groundwater Monitoring Event September 2020 (1Dec20)	42.32	pdf
02.01.572	INFO DOC 572 - 7-Eleven - UPSS Decommissioning Validation Report - Rev1 (4Dec20)	9.45	pdf
02.01.573	INFO DOC 573 - GWM Report - Quarter 1 Rev2 (11Jan21)	68.96	pdf

02.01.574	INFO DOC 574 - GWM Report - Quarter 1 - Data Summary	1.10	xlsx
02.01.575	INFO DOC 575 - GWM Report - Quarter 2 Rev1 (15Jan21)	47.56	pdf
02.01.576	INFO DOC 576 - GWM Report - Quarter 2 - Data Summary	1.32	xlsx
02.01.577	INFO DOC 577 - President Ave Princes Hwy Intersection - Option 6 (TCS Design)	0.25	pdf
02.01.578	INFO DOC 578 - 7-Eleven - Schedule 11 Notification - Lt to SafeWork (20Nov20)	0.15	pdf
02.01.579	INFO DOC 579 - 7-Eleven - Future Demolition Strategy - Rev1 (22Jan20)	33.19	pdf
02.01.580	INFO DOC 580 - 7-Eleven - Notification of UPSS - Lt to Bayside Council (11Dec20)	0.03	pdf
02.01.581	INFO DOC 581 - Future developments permitted under current Land Zoning - Memo (20Jan21)	3.46	pdf
02.01.582	INFO DOC 582 - PPS - Banksia to Rochdale - Utility Survey - QL A & B (Supersedes INFO DOC 544)	342.83	zip
02.01.583	INFO DOC 583 - SEA on NGRS - Stage 2 Impact Assessment - RevC (15Feb21) (Supersedes INFO DOC 517)	9.90	pdf
02.01.584	INFO DOC 584 - SEA on NGRS - Stage 2 Impact Assessment - RevC (15Feb21) - Drawings	16.96	ZIP
02.01.585	INFO DOC 585 - Aus Electrical Installation Guidelines (9July18) (Supersedes INFO DOC 112) (amendments in italics)	0.08	pdf
02.01.586	INFO DOC 586 - Aus Canterbury STS 33kV Connection (15Feb21) (Supersedes INFO DOC 116)	0.81	pdf
02.01.587	INFO DOC 587 - Pre-Award Investigation - Contamination Report (INFO DOC 555) - Appendix C - Data Summary Tables	0.65	zip
02.01.588	INFO DOC 588 - TRD Appendix J - Utility Authority Designs - Supersedes INFO DOC 543	682.10	pdf
02.01.589	INFO DOC 589 - M8 GWM Memo (24Feb21)	1.70	pdf
02.01.590	INFO DOC 590 - RMS - West Botany Street Depot - Utility Investigations	6.55	zip
02.01.591	INFO DOC 591 - Hydrogeological Assessment (Mar21)	38.56	pdf
02.01.592	INFO DOC 592 - 7-Eleven - GWM Event - RevB (Feb21)	13.90	pdf
02.01.593	INFO DOC 593 - 7-Eleven - Proposed Declaration of Former 7-Eleven - Lt to TfNSW (1Mar21)	0.18	pdf
02.01.594	INFO DOC 594 - 7-Eleven s11 Declaration of significantly contaminated land - Draft	0.24	pdf
02.01.595	INFO DOC 595 - M6 GWM Q3 Report - Rev1 (17Mar21)	20.78	pdf
02.01.596	INFO DOC 596 - M6 Surface Water Monitoring Report - RevA (22Mar21)	25.06	pdf
02.01.597	INFO DOC 597 - 7-8 Lindsay Street Rockdale - Correspondence DA-2019197 Development	8.85	pdf
02.01.598	INFO DOC 598 - Dial Before You Dig - M6 Stage 1 - Surface Works Area (2Feb21)	133.22	zip
02.01.599	INFO DOC 599 - Utility Survey Information (4Sept20 & 2Dec20)	21.37	zip
02.01.600	INFO DOC 600 - Jemena - Budget Estimate Rev2 - Lt to TfNSW (8Feb21)	0.10	pdf
02.01.601	INFO DOC 601 - M6S1 - Jemena - High Level Duration (Feb21)	4.94	xlsx
02.01.602	INFO DOC 602 - TAFE NSW Holiday Calendar 2021 to 2023	0.40	pdf
02.01.603	INFO DOC 603 - PPS - 70% Reference Design (30Mar21) - Supersedes INFO DOC 560	28.56	pdf
02.01.604	INFO DOC 604 - TAFE - St George - Electrical Upgrades to Switchroom	0.43	pdf
02.01.605	INFO DOC 605 - List of Information Documents (20210416)	0.08	xlsx
02.01.606	INFO DOC 606 - M6 Stage 1- Enriska Environmental Assessment Report -	5.03	pdf

	Final		
02.01.607	INFO DOC 607 - List of Modifications to TRD Report - Appendix J between INFO DOC 543 & INFO DOC 588	0.01	xlsx
02.01.608	INFO DOC 608 - WCX Information Documents (HDD4)	0.12	xlsx
02.01.609	INFO DOC 609 - SAS Shapefiles	0.06	zip

EXHIBIT H

Site Access Schedule

(Clauses 9.1 (*Construction Site*) and 9.9 (*Motorway Stratum and Licensed Maintenance Areas*))

1. OVERVIEW

- (a) This paragraph 1 is intended to be a guide to and general summary of this Site Access Schedule, the Construction Site and other land relevant to the Contractor's Activities. It does not take precedence over, amend or affect the interpretation of any other provision of this deed.
- (b) The purpose of this Site Access Schedule is to describe:
- (i) the areas which make up the Construction Site;
 - (ii) the dates by which access to each area of the Construction Site must be provided; and
 - (iii) the additional conditions of access which apply in relation to each area of the Construction Site.
- (c) This Site Access Schedule consists of the components described in Table 1 below.

Table 1 – Components of Site Access Schedule

Component	General description
Main body – Paragraphs 1 to 8	Provisions relating to the Construction Site and access to the Construction Site.
Attachment A – Construction Site (Surface Land)	Tables specifying the areas of the Construction Site which are generally above the surface of the land. This table refers to the Construction Site Drawings in Attachment C (<i>Construction Site Drawings</i>).
Attachment B – Construction Site (Tunnel Substratum)	Table specifying the areas of the Construction Site which are generally below the surface of the land. This table refers to the Construction Site Drawings in Attachment C (<i>Construction Site Drawings</i>).
Attachment C – Construction Site Drawings	Drawings which show the areas of the Construction Site. These drawings are referenced in Attachment A (<i>Construction Site (Surface Land)</i>) and Attachment B (<i>Construction Site (Tunnel Substratum)</i>).
Attachment D – [REDACTED]	[REDACTED]
Attachment E – Guide to Construction Site Tables	Description of the information that is set out in the tables in Attachment A (<i>Construction Site (Surface Land)</i>) and Attachment B

	(Construction Site (Tunnel Substratum)).
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(d) The Construction Site consists of the components described in Table 2 below.

Table 2 – Components of Construction Site

Component	General description	Key references
Surface Land	<p>Areas of the Construction Site which are generally at the surface of the land.</p> <p>The Surface Land includes:</p> <ul style="list-style-type: none"> • parts of the Works Site; • the WestConnex Integration Sites; • parts of the Local Areas; and • certain Temporary Areas. 	<p>Site Access Schedule: paragraph 4 Attachment A sections 1 and 2 of Attachment C</p>
Tunnel Substratum	<p>Areas of the Construction Site which are generally below the surface of the land.</p> <p>The Tunnel Substratum includes:</p> <ul style="list-style-type: none"> • parts of the Works Site; and • certain Temporary Areas. 	<p>Site Access Schedule: paragraph 5 Attachment B section 3 of Attachment C</p>

(e) The Construction Site is categorised into the area types described in Table 3 below.

Table 3 – Area types within Construction Site

Area type	General description	Key references
Works Site	<p>Land on which the Motorway Works will be permanently located.</p> <p>The Motorway Works must be located within the Works Site.</p> <p>The Works Site includes the WestConnex Integration Sites.</p>	<p>Site Access Schedule: paragraph 6</p>
WestConnex Integration Sites	<p>Parts of the Works Site which form part of or are used for the purposes of a WestConnex Motorway.</p> <p>The WestConnex Integration Sites are part of the WestConnex Motorways.</p>	<p>Site Access Schedule: paragraph 7</p>
Local Areas	<p>Land on which certain Local Area Works will be permanently located.</p> <p>Paragraph 9 specifies whether a Local Area is part of the Construction Site.</p> <p>A third party is or will be responsible for the Local Areas.</p>	<p>Site Access Schedule: paragraph 9</p>
Temporary Areas	<p>Land on which Temporary Works will be located or Contractor's Activities will be performed.</p> <p>No Project Works may be permanently located in</p>	<p>Site Access Schedule: paragraph 10</p>

	Temporary Areas.	
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- (f) Table 4 below describes other land relevant to the Contractor's Activities which is not part of the Construction Site and is not addressed in this Site Access Schedule.

Table 4 – Area types not part of Construction Site

Area type	General description	Key references
Local Areas	<p>Land on which certain Local Area Works will be permanently located.</p> <p>Paragraph 9 specifies whether a Local Area is not part of the Construction Site.</p> <p>A third party is or will be responsible for the Local Areas.</p> <p>The Contractor is responsible for obtaining access to Local Areas which are not part of the Construction Site. Such Local Areas will be Extra Land.</p>	<p>Deed: Clauses 9.5 and 18.13</p> <p>Site Access Schedule: paragraph 9</p>
Additional Property Works Areas	<p>Land on which Property Works will be located or Contractor's Activities will be performed which is not part of the Works Site or the Construction Site.</p> <p>Subject to clause 9.3 of this deed, the Contractor is responsible for obtaining access to the Additional Property Works Areas.</p>	<p>Deed: Clauses 9.3 and 18.13</p>
WestConnex Motorways	<p>Roads and other physical works, facilities, systems and utility systems which form part of the WestConnex Motorways.</p> <p>The WestConnex Motorways include the WestConnex Integration Sites and the WestConnex Assets and Systems.</p> <p>Except for the WestConnex Integration Sites, the Contractor must request access to the WestConnex Motorways in accordance with clause 9.10 of this deed.</p>	<p>Deed: Clause 9.10</p>
Extra Land	<p>Land on which Project Works or Temporary Works are located or which is required for the Contractor's Activities, other than the Construction Site.</p> <p>The Contractor is responsible for the procurement and use of Extra Land at its cost and risk.</p>	<p>Deed: Clause 9.5</p> <p>Site Access Schedule: Paragraphs 5.2(j) and 5.3(d)</p>

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Terms and expressions not defined in this Site Access Schedule which are defined in the other provisions of this deed (including the SWTC) have the same meaning.

The following additional definitions apply in this Site Access Schedule.



Construction Site Drawings means the plans set out in Attachment C (*Construction Site Drawings*).

Surface Land means each area of land identified in Attachment A (*Construction Site (Surface Land)*).

Tunnel Substratum means each area of substratum identified in Attachment B (*Construction Site (Tunnel Substratum)*).

Tunnel Substratum Access Request means a written request for access to a Tunnel Substratum.

Tunnel Substratum Dimensions means the horizontal extents, and upper and lower levels, of a Tunnel Substratum.

2.2 Interpretation

- (a) All coordinates in the Construction Site Drawings are MGA-94 Zone 56 coordinates based on the Geocentric Datum of Australia (GDA).
- (b) Offsets to boundaries in the Construction Site Drawings which define an area of land or substratum are offsets to boundaries shown on survey plans lodged with and registered by Land and Property Information.
- (c) The land parcel boundary and title details included in the Construction Site Drawings (including land parcel boundary coordinates) are for illustrative purposes only and must be read in conjunction with section 3.4 of SWTC Appendix G71.
- (d) The information included in the "Location" column in the tables in Attachment A (*Construction Site (Surface Land)*) is for illustrative purposes only and will not be used to determine the area of land.
- (e) To the extent there is any inconsistency between:
 - (i) the area type of land specified in Attachment A or B and specified in the Construction Site Drawings, the Construction Drawings will take precedence;
 - (ii) co-ordinates and drawing in a Construction Site Drawing, the co-ordinates will take precedence; and
 - (iii) the pdf and AutoCAD dwg versions of a Construction Site Drawing, the pdf version will take precedence.
- (f) If the Contractor considers there is any omission, ambiguity, discrepancy, inadequacy or inconsistency in or between any of the documents included in, attached to or referenced in this Site Access Schedule, it must promptly notify the Principal.
- (g) To the extent an omission, ambiguity, discrepancy, inadequacy or inconsistency referred to in paragraph 2.2(f) is not resolved by applying paragraph 2.2(e), clause 1.6 (*Ambiguous terms*) of this deed will apply.

3. **GENERAL**

- (a) The Principal must give, or ensure the Contractor and its Related Parties and invitees have, access to the Construction Site in accordance with clause 9 of this deed, this Site Access Schedule and the other provisions of this deed.
- (b) Access to the Construction Site by the Contractor and its Related Parties and invitees is subject to the Contractor's compliance with:
 - (i) the conditions of access specified in this Site Access Schedule;
 - (ii) the other provisions of the D&C Documents;
 - (iii) all applicable Laws; and
 - (iv) all applicable Interface Agreements.
- (c) Prior to undertaking any work on a road, the Contractor must provide to the Principal a copy of the approved Road Occupancy Licence and the Contractor's Construction Traffic and Transport Management Plan.
- (d) This Site Access Schedule must be read in conjunction with clause 9 and Schedule 2 of this deed and sections [1.3 and 5.1] of, and Appendix [A.1] to, the Scope of Works and Technical Criteria.
- (e) The tables set out in Attachment A (*Construction Site (Surface Land)*) and Attachment B (*Construction Site (Tunnel Substratum)*) must be read in conjunction with the Construction Site Drawings set out in Attachment C (*Construction Site Drawings*).
- (f) The obligations of the Contractor set out in this Site Access Schedule are additional to, and do not exclude or reduce the obligations of the Contractor under clause 9 of this deed, the SWTC and the other provisions of the D&C Documents.
- (g) Any conditions set out or referred to in the D&C Documents (including this Site Access Schedule and the SWTC) that apply in respect of any part of the Construction Site are taken to be additional "Conditions of Access" for the purpose of that column in Attachment A (*Construction Site (Surface Land)*) in relation to the relevant part of the Construction Site.

4. **SURFACE LAND**

4.1 **General**

- (a) The Surface Land is described in the tables set out in Attachment A (*Construction Site (Surface Land)*) and the Construction Site Drawings set out in sections 1 and 2 of Attachment C (*Construction Site Drawings*).
- (b) Attachment A (*Construction Site (Surface Land)*) consists of the following tables:
 - (i) Table 1: Construction Site Access Schedule (Surface), which generally lists the Surface Land other than for the Motorway power supply; and
 - (ii) Table 2: Construction Site Access Schedule (Surface - Power), which generally lists the Surface Land for the Motorway power supply.

4.2 Handback conditions

- (a) In respect of any Temporary Areas, Local Areas or residual areas of the Works Site not required for the Motorway Works which are handed back to the Principal, an Interface Party or a council (**Handback Area**), the Contractor must, in addition to complying with the requirements of this deed and any relevant Interface Agreement:
 - (i) at least 6 months prior to the anticipated handback date for the Handback Area as stipulated in this deed or the relevant Interface Agreement, agree with the Principal and the relevant Interface Party or council (as applicable, if any) a process for handback of the Handback Area; and
 - (ii) at the date of handback for a Handback Area, provide to the Principal and the relevant Interface Party or council (as applicable, if any) a handback checklist with the following minimum information in relation to the relevant Handback Area:
 - (A) the address, location and SAS number for the Handback Area;
 - (B) certification from the Independent Certifier that the relevant Project Works or Temporary Works have been completed in accordance with this deed or the relevant Interface Agreement (as applicable);
 - (C) the pre-dilapidation condition and the post-dilapidation condition reports in respect of the Handback Area;
 - (D) as built documentation in respect of the Handback Area prepared by a registered surveyor;
 - (E) a pre-survey and post-survey, with the post-survey having been prepared by a registered surveyor to enable registration of the parcel with the land titles office; and
 - (F) information in relation to contamination required by RMS Specification G36 as attached in Appendix C.4 of the SWTC.
- (b) Where the Handback Area is vacant land, the Contractor must ensure that at the time of handback it is appropriately secured and chain-wire fenced with a vehicular gate.
- (c) The Contractor must ensure that at the time of handback of a Handback Area, any boundary fences located on the boundaries of the Handback Areas are repaired and reinstated.

5. TUNNEL SUBSTRATUM

5.1 General

- (a) The Tunnel Substratum is described in the tables set out in Attachment B (*Construction Site (Tunnel Substratum)*) and the Construction Site Drawings set out in section 3 of Attachment C (*Construction Site Drawings*).
- (b) The Tunnel Substratum shown in the Construction Site Drawings are indicative and may change in accordance with paragraphs 5.2 and 5.3 as a result of Tunnel Substratum Access Requests and Tunnel Substratum Change Requests.

- (c) The Date for Access for each Tunnel Substratum will be determined in accordance with paragraphs 5.2 and 5.3 based on Tunnel Substratum Access Requests and Tunnel Substratum Change Requests.

5.2 Tunnel Substratum Access Requests

- (a) The Contractor must give the Principal Tunnel Substratum Access Requests for the Tunnel Substrata by nominated Dates for Access.
- (b) The Contractor must give the Principal the Tunnel Substratum Access Request for each Tunnel Substratum at least 12 months before the proposed Date for Access for that Tunnel Substratum and as a condition precedent to the Principal's obligations to provide access under this Exhibit and clause 9 (Access) of this deed to that Tunnel Substratum.
- (c) Each Tunnel Substratum Access Request must specify the Tunnel Substrata which are part of the Work Site and the Tunnel Substrata which are Temporary Areas, which must be consistent with this Site Access Schedule.
- (d) Each Tunnel Substratum Access Request must include a geographic information system (GIS) 3D model which:
 - (i) adequately identifies the Tunnel Substratum Dimensions for the relevant Tunnel Substrata, which must comply with paragraph 5.2(g);
 - (ii) nominates the Dates for Access for the relevant Tunnel Substrata, which must comply with paragraph 5.2(h);
 - (iii) identifies any differences between the Tunnel Substratum Dimensions in the Tunnel Substratum Access Request and the Construction Site Drawings (Tunnel Substratum) in Attachment C of this Exhibit; and
 - (iv) contains any other related information reasonably required by the Principal.
- (e) Each Tunnel Substratum Access Request must include a ground movement or settlement model which:
 - (i) is provided in .xdd format or is able to be imported into Oasys Xdisp;
 - (ii) includes all underground excavations, surface excavations and buildings on properties where subsurface acquisition is intended;
 - (iii) provides the project or location specific ground movement parameters for the Tunnel Substratum Access Request;
 - (iv) includes a 2D plan of property, tunnels and excavation boundaries in .dxf format; and
 - (v) contains any other related information reasonably required by the Principal.
- (f) Each Tunnel Substratum Access Request must include a validation statement given by the Contractor which states the Contractor has verified and provided evidence of compliance (including verification by the Independent Certifier) for the following:
 - (i) the design of the Motorway Works within the relevant Tunnel Substrata is consistent with lidar data within a tolerance of 100 mm;

- (ii) the relevant Tunnel Substrata complies with paragraph 5.2(g);
 - (iii) the design of the Motorway Works within the relevant Tunnel Substrata complies with the clearance and allowance areas required by paragraph 5.2(g)(v);
 - (iv) no part of any structure or item (including basement level, rainwater tank or similar) is within the relevant Tunnel Substrata required by paragraph 5.2(g)(v);
 - (v) all existing and approved development applications have been considered and the relevant Tunnel Substrata will have no adverse impact on those development applications in accordance with section 4.3 of the SWTC;
 - (vi) all future development rights have been considered and the relevant Tunnel Substrata will not impose any limitations on these rights in accordance with section 4.3 of the SWTC;
 - (vii) the predicted settlement on all lots the subject of Tunnel Substratum Access Request meet Planning Approval condition E95; and
 - (viii) where the relevant Tunnel Substrata is 5m or less below the ground level at any point, that the ground level has been accurately surveyed in accordance with section 4.4 of the SWTC.
- (g) The Tunnel Substratum Dimensions for each Tunnel Substratum in a Tunnel Substratum Access Request must comply with the following requirements:
- (i) the Tunnel Substratum must be an underground stratum lot limited in height, width and depth;
 - (ii) the Tunnel Substratum must typically be rectangular in shape when viewed in cross-section, with a variable envelope depending on operational and other physical requirements;
 - (iii) subject to 5.2(g)(iv) and 5.2(g)(v), the height, width and depth of the stratum lot referred to in paragraph 5.2(g)(i) must be determined by reference to the Motorway Works as described in the then current Design Documentation provided by the Contractor;
 - (iv) the Tunnel Substratum must be at least 5 metres below the lowest point of the surface level of the land and any basement that occurs below the surface of the land, except where underground structures (such as dive structures, cut and cover structures and ventilation tunnels) must approach and make contact with the surface of the land on the 'President Avenue Ramps and Adit Structures'
 - (v) subject to paragraph 5.2(g)(iv), the Tunnel Substratum will include the following clearance and allowance areas, unless otherwise agreed by the parties:
 - (A) 10 metres plan clearance from the external sides of tunnels;
 - (B) in respect of the following clearance areas:
 - (aa) 10 metres clearance above the excavated tunnel crown;

- (bb) 15 metres clearance above the excavated tunnel crown at Y-junctions;
 - (cc) 10 metres clearance below the control line of the tunnel alignment;
 - (dd) 10 metres clearance around the external sides of service tunnels, maintenance bays, tunnel connections to shafts, and the like;
 - (ee) 20 metres allowance for ground anchors compared to the excavation pits, or relevant earth retaining structures; and
 - (ff) 10 metres clearance from the outer edge of any structure or item requiring clearance that is not referred to in paragraphs 5.2(g)(v)(B)(aa) to 5.2(g)(v)(B)(ee);
 - (vi) the Tunnel Substratum must:
 - (A) align with and allow for connection of the Motorway Works to the M5 Motorway; and
 - (B) enable future connection (by others) of the Future M6 Stages;
 - (vii) the Tunnel Substratum must not extend above ground and must not include areas that are excessive to the Contractor's reasonable requirements for the performance of the Contractor's Activities; and
 - (viii) the tunnel substratum for the M5 Motorway is fixed, and the Tunnel Substratum must not encroach on or otherwise inhibit the use or occupation of the tunnel substratum for the M5 Motorway.
- (h) The Dates for Access for the relevant Tunnel Substrata in a Tunnel Substratum Access Request must comply with the following requirements, unless the Principal otherwise agrees in writing:
- (i) the Date for Access for each Tunnel Substratum must be at least 12 months after the date of the Tunnel Substratum Access Request is given to the Principal in compliance with this paragraph 5.2; and
 - (ii) there must be no more than 75 Tunnel Substrata on different lots with Dates for Access which are within any 45 day period.
- (i) When the Contractor submits a Tunnel Substratum Access Request in compliance with this Attachment B for a Tunnel Substratum:
- (i) the Tunnel Substratum Dimensions for the Tunnel Substratum described in Attachment B (*Construction Site (Tunnel Substratum)*) are deemed to be updated to be those set out in the Tunnel Substratum Access Request; and
 - (ii) the Date for Access for the Tunnel Substratum will be as nominated in the Tunnel Substratum Access Request.
- (j) After the Tunnel Substratum Dimensions for a Tunnel Substratum have been updated in accordance with paragraph 5.2(i)(i), the Contractor may only change the Tunnel Substratum Dimensions in accordance with paragraph 5.3 of this Exhibit. Where land outside the Tunnel Substratum Dimensions is required, but the

Contractor has not updated the Tunnel Substratum Dimensions to include the land, the land will be Extra Land for the purposes of clause 9.5 (*Extra Land*) of this deed.

- (k) After the Date for Access for a Tunnel Substratum have been determined in accordance with paragraph 5.2(i)(ii), the Contractor may only change the Date for Access in accordance with paragraph 5.3 of this Exhibit.

5.3 Tunnel Substratum Change Requests

- (a) After the Contractor has provided a Tunnel Substratum Access Request in compliance with paragraph 5.2 in relation to a Tunnel Substratum, the Contractor may give the Principal a Tunnel Substratum Change Request.
- (b) Each Tunnel Substratum Change Request must include an updated geographic information system (GIS) 3D model which:
 - (i) includes reasonable details of the changes (if any) to the Tunnel Substratum Dimensions for the relevant Tunnel Substrata, which must comply with paragraph 5.2(g);
 - (ii) specifies the changes (if any) to the Dates for Access for the relevant Tunnel Substrata, which must:
 - (A) comply with paragraphs 5.2(h)(ii); and
 - (B) be at least 12 months after the date the Tunnel Substratum Change Request is given to the Principal;
 - (iii) includes reasonable details of the reasons for the changes to the Tunnel Substratum Dimensions and Dates for Access (as applicable); and
 - (iv) otherwise complies with the requirements for a Tunnel Substratum Access Request under paragraphs 5.2(c), 5.2(e), 5.2(f) and 5.2(g).
- (c) If the Contractor submits a Tunnel Substratum Change Request in compliance with this paragraph 5.3, the Tunnel Substratum Dimensions and Dates for Access (as applicable) for the relevant Tunnel Substrata are deemed to be updated in accordance with the Tunnel Substratum Change Request.
- (d) Notwithstanding anything to the contrary in paragraph 5.2 or this paragraph 5.3:
 - (i) where the Contractor gives a Tunnel Substratum Change Request to change the Tunnel Substratum Dimensions of a Tunnel Substratum less than 12 months before the Date for Access for that Tunnel Substratum, any additional land which is included in the Tunnel Substratum Dimensions is Extra Land for the purposes of clause 9.5 (*Extra Land*) of this deed;
 - (ii) to the extent that a Tunnel Substratum is outside the "Substratum Lot/DP" boundaries shown in Attachment 1 to this Exhibit, such land will be Extra Land for the purposes of clause 9.5 (*Extra Land*) of this deed; and
 - (iii) where the Contractor requires access to a Tunnel Substratum before the relevant Date for Access, the Contractor may elect to treat the Tunnel Substratum as Extra Land for the purposes of clause 9.5 (*Extra Land*) of this deed.

- (e) If requested by the Principal, the Contractor must promptly provide additional or updated details regarding a Tunnel Substratum Access Request or Tunnel Substratum Change Request provided by it.
- (f) Where the Contractor is required to provide additional or updated details regarding a Tunnel Substratum Access Request or Tunnel Substratum Change Request under paragraph 5.3(e):
 - (i) the details provided will supplement or update the Tunnel Substratum Access Request or Tunnel Substratum Change Request (as applicable); and
 - (ii) provided the Tunnel Substratum Access Request or Tunnel Substratum Change Request (as applicable) complied with paragraph 5.2 or this paragraph 5.3 (as applicable), there will be no change to the Dates for Access.

6. WORKS SITE

- (a) The Works Site consists of:
 - (i) the Surface Land specified in Attachment A (*Construction Site (Surface Land)*) as a "Works Site" in the "Area Type" column and shown as a "Works Site" area on the Construction Site Drawings in sections 1 and 2 of Attachment C (*Construction Site Drawings*);
 - (ii) the Tunnel Substratum specified in Attachment B (*Construction Site (Tunnel Substratum)*) as a "Works Site" in the "Area Type" column and shown as a "Works Site" area on the Construction Site Drawings in section 3 of Attachment C (*Construction Site Drawings*); and
 - (iii) the WestConnex Integration Sites.
- (b) The Tunnel Substratum that is part of the Works Site consists of the Main Carriageways Substratum Site, Tunnel Stubs Substratum Site area, tunnel substratum, tunnel ramps substratum, ventilation tunnels substratum and cut-and-cover substratum, other than those substratum areas which are Temporary Areas.

7. WESTCONNEX INTEGRATION SITES

- (a) The WestConnex Integration Sites consist of the Surface Land specified in Attachment A (*Construction Site (Surface Land)*) as a "WestConnex Integration Site" in the "Area Type" column and shown as a "WestConnex Integration Site" area on the Construction Site Drawings in sections 1 and 2 of Attachment C (*Construction Site Drawings*).
- (b) The WestConnex Integration Sites include:

Site	SAS No.
[REDACTED]	[REDACTED]
New M5 Motorway Stubs	WCX1(A)
St Peters Interchange	WCX2

WMCC (WestConnex Motorway Control Centre)	WCX3
M4-M5 Link	WCX4
WDRS (WestConnex Disaster Recovery Centre)	WCX5
M8 Slip Lane	M8 Slip Lane

- (c) Where the "Conditions of Access" column in Attachment A (*Construction Site (Surface Land)*) specifies that an area of a WestConnex Integration Site is "WCX Access Type 1" or "WCX Access Type 2", the relevant conditions of access set out in Table 5 below will apply to that area.
- (d) References in Table 5 below to the WestConnex Concessionaire, WestConnex O&M Contractor and WestConnex Assets and Systems are references to the applicable WestConnex Concessionaires, WestConnex O&M Contractors and WestConnex Assets and Systems for the relevant WestConnex Motorway.

Table 5 – WestConnex Integration Site conditions of access

WCX Access Type	Conditions of Access
WCX Access Type 1	<ol style="list-style-type: none"> 1. The area of the WestConnex Integration Site which is controlled by the Contractor. 2. The Contractor must implement and maintain all reasonable provisions requested by the WestConnex Concessionaire to provide an emergency access and egress routes through the area. These routes must be preserved by the Contractor at all times and the Contractor must provide access to the WestConnex Concessionaire and the WestConnex O&M Contractor to inspect safety provisions of these routes. 3. The Contractor must provide access to the WestConnex Concessionaire, the WestConnex O&M Contractor and their invitees: <ol style="list-style-type: none"> (a) immediately to rectify defects or operate WestConnex Assets and Systems critical to the safe or efficient operation of a WestConnex Motorway (as determined by the WestConnex Concessionaire); (b) within 48 hours: to rectify defects or operate WestConnex Assets and Systems which are not critical to the safe or efficient operation of a WestConnex Motorway (as determined by the WestConnex Concessionaire); and (c) within 20 days: to undertake planned maintenance of the WestConnex Assets and Systems, <p>in accordance with the requirements of Appendix B.34 (<i>Key External Interfaces</i>) of the SWTC.</p> 4. The WestConnex Concessionaire, the WestConnex O&M Contractor and their invitees when accessing the area of the WestConnex Integration Site will be required to comply with all reasonable safety and security procedures required by the

	<p>Contractor in its management of the Construction Site, including providing details of the nature and extent of work to be undertaken in the area and complying with the Contractor's reasonable access rules, site induction and coordination requirements.</p>
<p>WCX Access Type 2</p>	<ol style="list-style-type: none"> 1. The area of the WestConnex Integration Site which is controlled by the WestConnex Concessionaire or WestConnex O&M Contractor. 2. The Contractor may access, occupy and use the area of the WestConnex Integration Site, subject to providing the WestConnex Concessionaire and the WestConnex O&M Contractor with: <ol style="list-style-type: none"> (a) reasonable prior notice (not less than 10 Business Days) of the date and time the Contractor intends to access or use the area; (b) details of the reason for accessing the area, the construction methodology, relevant safety documentation including incident procedures and duration of the work activities, <p>in accordance with the requirements in Appendix B.34 (<i>Key External Interfaces</i>) of the SWTC.</p> 3. The Contractor must comply with the requirements, procedures and protocols of the WestConnex Concessionaire and the WestConnex O&M Contractor throughout the duration of its access or use of that area of the WestConnex Integration Site, including reasonable safety requirements and directions of the WestConnex Concessionaire.
<p>M8 Slip Lanes</p>	<ol style="list-style-type: none"> 1. The Contractor must submit a request for access to the WestConnex Concessionaire for the M8 Motorway and the applicable WestConnex O&M Contractor at least 15 Business Days before the Contractor's intended access date (M8 Slip Lane Request). 2. The M8 Slip Lane Request must include: <ol style="list-style-type: none"> (a) details of the date, time and duration at and for which the Contractor requires access to the slip lane; (b) the reason for accessing the slip lane; and (c) the relevant safety documentation including incident procedures, 3. In addition to the M8 Slip Lane Request, the Contractor must submit compliant work permit documentation in accordance with the requirements in Appendix B.34 (<i>Key External Interfaces</i>) of the SWTC. 4. The Contractor acknowledges that the WestConnex Concessionaire for the M8 Motorway (or its WestConnex O&M Contractor) may notify TfNSW or the Contractor of its conditions of access that will apply in addition to any work permit, which may be subject to conditions of access which differ from those specified in the M8 Slip Lane Request or work

	<p>permit documentation.</p> <p>5. The Contractor must comply with:</p> <p>(a) the conditions of access determined and notified in accordance with paragraph 4;</p> <p>(b) the work permit obtained in accordance with the requirements in Appendix B.34 (<i>Key External Interfaces</i>) of the SWTC; and</p> <p>(c) the reasonable safety requirements and directions of the WestConnex Concessionaire for the M8 Motorway, in accessing and using the M8 Slip Lane.</p>
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- [REDACTED]
- [REDACTED]

9. **LOCAL AREAS**

- (a) The Local Areas which form part of the Construction Site are the areas specified in Attachment A (*Construction Site (Surface Land)*) as a "Local Area (Construction Site)" in the "Area Type" column and shown as a "Local Area (Construction Site)" area on the Construction Site Drawings in sections 1 and 2 of Attachment C (*Construction Site Drawings*).
- (b) The Local Areas which do not form part of the Construction Site are the areas specified in Attachment A (*Construction Site (Surface Land)*) as a "Local Area (Not Construction Site)" in the "Area Type" column and shown as a "Local Area (Not Construction Site)" area on the Construction Site Drawings in sections 1 and 2 of Attachment C (*Construction Site Drawings*).

10. **TEMPORARY AREAS**

- (a) The Temporary Areas consists of:
 - (i) the Surface Land specified in Attachment A (*Construction Site (Surface Land)*) as a "Temporary Area" in the "Area Type" column and shown as a "Temporary Area" area on the Construction Site Drawings in sections 1 and 2 of Attachment C (*Construction Site Drawings*); and
 - (ii) the Tunnel Substratum specified in Attachment B (*Construction Site (Tunnel Substratum)*) as a "Temporary Area" in the "Area Type" column and shown as hatched on the Construction Site Drawings in section 3 of Attachment C (*Construction Site Drawings*).
- (b) The Contractor must ensure that no permanent Project Works are located in a Temporary Area.

Attachment A

CONSTRUCTION SITE (SURFACE LAND)

The documents that form Attachments A, B and C of Exhibit H (Site Access Schedule) are comprised of the documents contained in the folder titled "Exhibit H (Site Access Schedule)" in a hard drive identified as "M6 Stage 1 D&C Deed eMaterial".

Attachment B

CONSTRUCTION SITE (TUNNEL SUBSTRATUM)

The documents that form Attachments A, B and C of Exhibit H (Site Access Schedule) are comprised of the documents contained in the folder titled "Exhibit H (Site Access Schedule)" in a hard drive identified as "M6 Stage 1 D&C Deed eMaterial".

Attachment C

CONSTRUCTION SITE DRAWINGS

The documents that form Attachments A, B and C of Exhibit H (Site Access Schedule) are comprised of the documents contained in the folder titled "Exhibit H (Site Access Schedule)" in a hard drive identified as " M6 Stage 1 D&C Deed eMaterial".

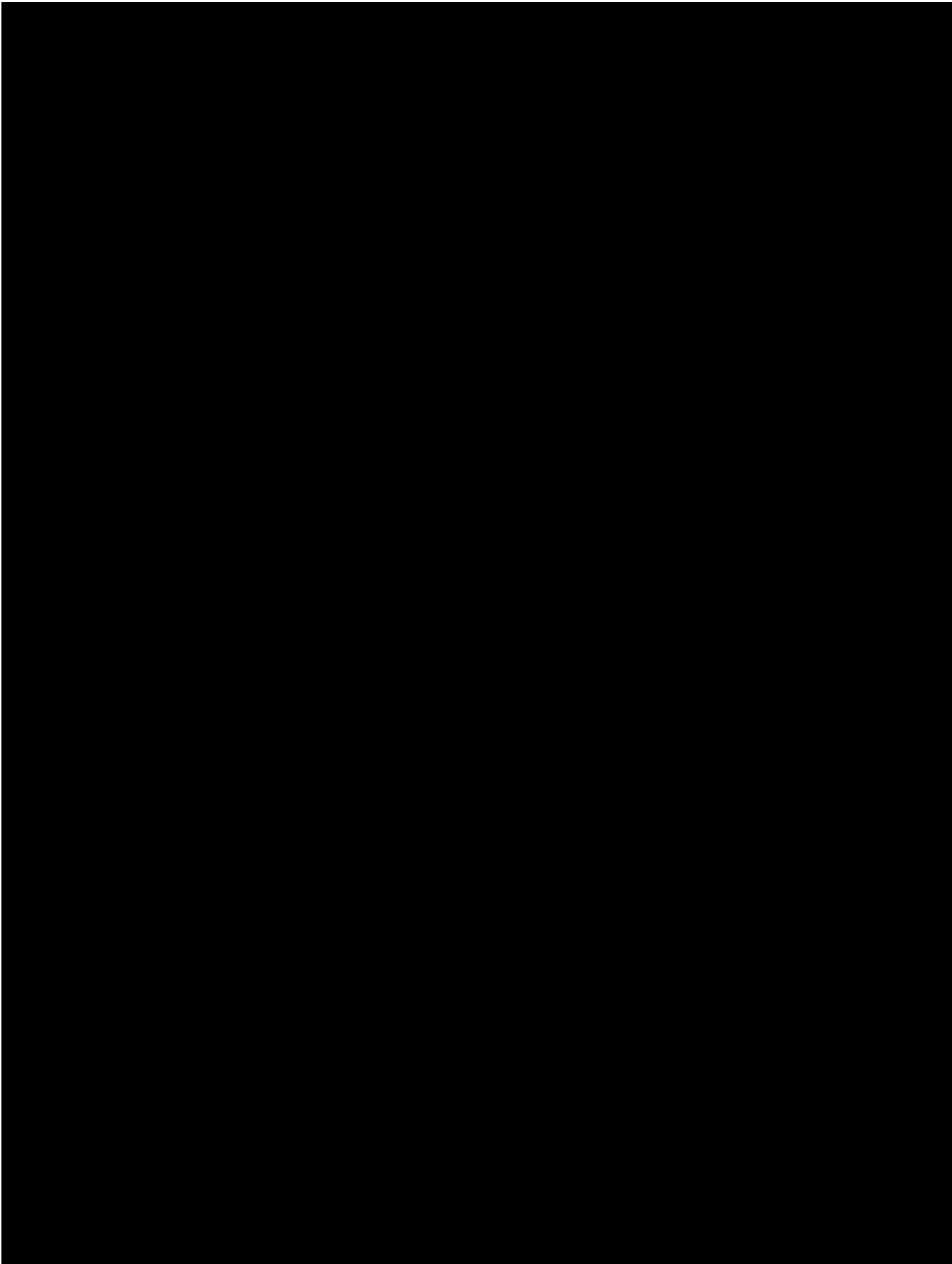
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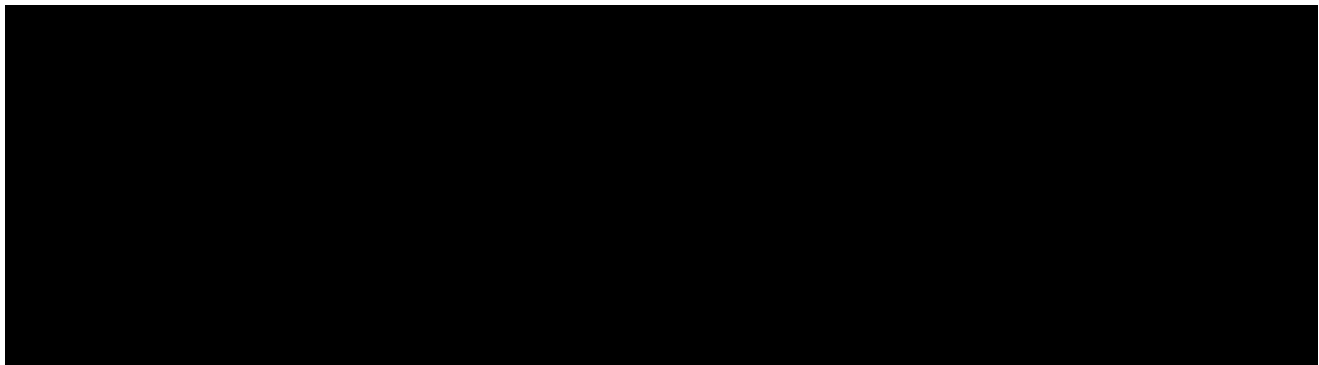
[REDACTED]

[REDACTED]

[REDACTED]

Table 1 – [REDACTED]





Attachment E
GUIDE TO CONSTRUCTION SITE TABLES

Table 1 – Guide to Construction Site Access Schedule (Surface) Tables

SAS No	Lot No DP/SP No	Location	Extent of Work	Area Type	Required Area	Date for Access	Conditions of Access	Drawing Reference	Final Land Use	Terms of Hand back
<p>The unique number which identifies the area of land which forms part of the Construction Site.</p> <p>The same number is used to identify the area of land in the Construction Site Drawings set out in Attachment C (<i>Construction Site Drawings</i>).</p>	<p>The NSW Land Registry Services registered lot number for the lot within which the area of land is located (where applicable).</p>	<p>The street address for the area of land (where applicable).</p> <p>Where the area of land does not have a street address (eg: local road or motorway reserve land) the location of the area of land is described.</p> <p>This information has been included for illustrative purposes only and will not be used to determine the area of land which forms part of the Construction Site.</p>	<p>The type of works that may be carried out on the area of land.</p> <p>This will be one of the following:</p> <p>(a) Project Works and any Temporary Works required to complete those Project Works; or</p> <p>(b) Temporary Works.</p>	<p>The type of area.</p> <p>This will be one of the following:</p> <p>(a) Works Site;</p> <p>(b) Local Area;</p> <p>(c) Temporary Area; or</p> <p>(d) WestConnex Integration Site.</p>	<p>The area within the lot specified in the "Lot No DP/SP No" column which forms part of the Construction Site.</p> <p>The area will be unrestricted in height and depth.</p> <p>"Full Area" means all of the lot forms part of the Construction Site.</p> <p>"Partial" means only part of the lot forms part of the Construction Site. The relevant part is shown in the Construction Site Drawings set out in Attachment C (<i>Construction Site Drawings</i>).</p>	<p>The date on which the Principal will give, and the Contractor must take, access to the area of land.</p> <p>Access will be subject to any terms and conditions set out in the "Conditions of Access" column.</p>	<p>The terms and conditions which the Contractor must comply with in respect of the access to, and use and occupation of, the area of land.</p>	<p>The Construction Site Drawing on which the area of land is shown.</p>	<p>The final land use for the area.</p> <p>This will be described using zoning definitions.</p>	<p>The terms and conditions which the Contractor must comply with before completing work in the area.</p>

Table 2 – Guide to Construction Site Access Schedule (Subsurface) Table

Tunnel Substratum ID	Lot No DP/SP No	Not used	Extent of Work	Area Type	Indicative Date for Access	Conditions of Access	Drawing Reference
<p>The unique number which identifies the area of land which forms part of the Construction Site.</p> <p>The same number is used to identify the area of land in the Construction Site Drawings set out in Attachment C (<i>Construction Site Drawings</i>).</p>	<p>The NSW Land Registry Services registered lot number for the lot within which the area of land is located (where applicable).</p>		<p>The type of works that may be carried out on the area of land.</p> <p>This will be one of the following:</p> <p>(a) Project Works and any Temporary Works required to complete those Project Works; or</p> <p>(b) Temporary Works.</p>	<p>The type of area.</p> <p>This will be one of the following:</p> <p>(a) Works Site; or</p> <p>(b) Temporary Area.</p>	<p>This date for access is indicative only and will be determined through Tunnel Substratum Access Requests and Tunnel Substratum Change Requests under paragraphs 5.2 and 5.3.</p>	<p>The terms and conditions which the Contractor must comply with in respect of the access to, and use and occupation of, the area of land.</p>	<p>The Construction Site Drawing on which the area of land is shown.</p> <p>The Tunnel Substratum shown in the Construction Site Drawings are indicative and may change as a result of Tunnel Substratum Access Requests and Tunnel Substratum Change Requests under paragraphs 5.2 and 5.3.</p>

EXHIBIT I

Scope of Works and Technical Criteria

(Clause 2.2 (Scope of Works and Technical Criteria))

The documents that form Exhibit I (Scope of Works and Technical Criteria) are comprised of the documents contained in the folder titled "Exhibit I (SWTC)" in a hard drive identified as "M6 Stage 1 D&C Deed eMaterial".

EXHIBIT J

Deed of Appointment of Acoustics Adviser

(Clause 6.5 (*Acoustics Adviser*))



M6 Stage 1 Deed of Appointment of Acoustics Adviser

Transport for New South Wales
ABN 18 804 239 602

Resonate Consultants Pty Ltd
ABN 86 152 097 955

2021

M6 Stage 1 Deed of Appointment of Acoustics Adviser

DATE:

BETWEEN:

- (1) **Transport for New South Wales** (ABN **18 804 239 602**) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**Principal**); and
- (2) **Resonate Consultants Pty Ltd** (ABN **86 152 097 955**) of Suite 6, 15 King William Road, Unley, South Australia, 5061 (**AA**).

RECITALS:

- (A) The Principal is responsible for the planning, oversight and delivery of transport infrastructure in the State of New South Wales.
- (B) The Principal intends to carry out the Project and has obtained the Planning Approval.
- (C) The Principal wishes to engage the AA in accordance with this deed to perform the Services, which are required for the Project by the Planning Approval
- (D) The AA represents that it is experienced generally in acoustics advisory services and, in particular, in acoustics advisory services for works similar to the Project, and offers its expertise in those fields.
- (E) The Principal intends to select and engage a Contractor to design, construct and complete the Works in accordance with the D&C Deed.
- (F) The Principal, Contractor and AA will execute the Deed of Accession so that the Contractor becomes a party to this deed and jointly engages the AA.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

In this deed:

Authority means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

Business Day means any day other than a Saturday, Sunday or public holiday in Sydney, or 27, 28, 29, 30 and 31 December.

Deed of Accession means a deed of accession in the form required by clause 2A(d).

Commercially Sensitive Information means:

- (a) any information relating to the Contractor's or the AA's cost structure or profit margins;
- (b) any information relating to the Contractor's or the AA's Intellectual Property Rights;
or

- (c) any information which is commercially sensitive in that it provides a competitive advantage or has a unique characteristic to the Contractor or the AA or any of their shareholders, financiers or subcontractors,

which, in respect of the information contained in this deed, is the information described in Schedule 4.

Contractor means the contractor selected by the Principal to enter into the D&C Deed and carry out the Works, as notified to the AA under clause 2A(a).

Contractor Accession Date means the later of:

- (a) the date that the Deed of Accession has been executed by the Principal, the AA and the Contractor; and
- (b) the D&C Deed has been executed by the Principal and the Contractor; and
- (c) the date on which all conditions precedent to the D&C Deed have been satisfied or waived in accordance with the D&C Deed.

Contractor's Activities means all things and tasks which the Contractor is, or may be, required to carry out or do under the D&C Documents to comply with its obligations under the D&C Documents, including carrying out the Works.

D&C Deed means the deed to be entered into between the Principal and the Contractor for the performance of the Works.

D&C Documents means the D&C Deed, this deed and any other agreement specified as a "D&C Document" in the D&C Deed.

Date of Completion means the date that construction of the Motorway is complete, being the date that "Completion" as defined in the D&C Deed occurs.

DPIE means the New South Wales Department of Planning, Industry and Environment.

Fees means the amounts payable to the AA for the performance of the Services in accordance with the Payment Schedule.

GST, GST law and other terms used in clause 9.3 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that "**GST law**" also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 9.3) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Independent Certifier means the independent certifier engaged by the Principal and the Contractor to perform the role of "Independent Certifier" under the D&C Deed.

Intellectual Property Right means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, registered and registrable designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, technical data and know-how, trademarks and any other right in respect of intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.

Law means:

- (a) Commonwealth, New South Wales or local government legislation including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) any licence, permit, consent, approval, determination, certificate or permission from any Authority or under any legislation, or any requirement made under any legislation, including any condition or requirement under them.

Motorway means the roads and other physical works, facilities, systems and utility systems (including all plant, machinery, equipment, fixtures, furniture, fittings, landscaping, spare parts and other improvements) to comprise the tollway known as stage 1 of the 'M6 Motorway'.

Overall D&C Program means the program for the Contractor's Activities set out in the D&C Deed, as updated in accordance with the D&C Deed.

Payment Schedule means Schedule 3.

PDCS means the web based project data and collaboration system nominated by the Principal for the purposes of this deed or any other communications system agreed by the parties from time to time.

Phase 1 Services means the Services performed by the AA before the Contractor Accession Date.

Phase 2 Services means the Services performed by the AA on and from the Contractor Accession Date.

Planning Approval means:

- (a) the approval granted by the Minister responsible for administering the EP&A Act in relation to the Motorway, including all conditions to such approval and documents incorporated by reference; and
- (b) any modification to that approval and any other approval or determination made, given or issued under that approval from time to time, including all conditions to any of them.

Project means the investigation, funding, planning, design, construction, commissioning, operation, maintenance, repair and tolling of the Motorway.

Project Parties means the Principal and the Contractor.

Services means the services and other activities (including any deliverables) which the AA is required to perform to comply with this deed, including those described in Schedule 2.

Services Implementation Plan means the services implementation plan referred to in clause 3.6(b).

Site means the site on which the Works will be constructed or installed.

Substitute AA has the meaning given to that term in clause 6(e)

Term means the term of this deed as set out in clause 3.10.

Upper Limiting Fee means the 'Upper Limiting Fee' specified in clause 4.2 of the Payment Schedule, as adjusted in accordance with clause 6(c) of this deed.

Works means the physical works (including temporary works) to be designed and constructed as part of the Project.

1.2 Definitions in Planning Approval

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the Planning Approval will have the meaning given to those terms in the Planning Approval.

1.3 Interpretation

In this deed:

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

and unless the context indicates a contrary intention:

- (a) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (b) **person** includes an individual, the estate of an individual, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) **includes** in any form is not a word of limitation;
- (e) a reference to any Authority, institute, association or body is:
- (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body;
- (f) a reference to a document (including this deed and any other deed, agreement, instrument, guideline, code of practice or code and standard) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either of these includes:
- (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;

- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed;
- (i) a reference to this deed or the Planning Approval includes all schedules, exhibits, attachments and annexures to it;
- (j) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) a reference to a court or tribunal is to an Australian court or tribunal;
- (m) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) a reference to a **month** is a reference to a calendar month; and
- (o) a reference to \$ or dollar is to Australian currency.

1.4 **Contra proferentem**

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that party (or its representative) put forward or drafted this deed or any provision in it.

1.5 **Business Day**

If the day on or by which any thing is to be done under this deed is not a Business Day, that thing must be done:

- (a) if it involves a payment other than a payment which is due on demand, on the preceding Business Day; and
- (b) in all other cases, no later than the next Business Day.

1.6 **Approvals and consents**

Any consent or approval referred to in, or required under, this deed from a Project Party may be given or withheld, or may be given subject to any condition as the Project Party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

1.7 **Ambiguous terms**

- (a) If the Principal considers, or if the AA or the Contractor notifies the Principal in writing that it considers, that there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed (including any Schedules), the Principal must direct the interpretation of this deed which the parties must follow.
- (b) The Principal, in giving a direction in accordance with clause 1.7(a), is not required to determine whether or not there is an omission, ambiguity, discrepancy or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which the Principal gives in accordance with clause 1.7(a):

- (i) will not relieve the AA or the Contractor from or alter their liabilities or obligations under this deed or otherwise according to Law;
- (ii) will not entitle the AA or the Contractor to make (nor will it make the Principal liable upon) any Claim arising out of or in any way in connection with the direction;
- (iii) will not limit or otherwise affect the Principal's rights against any of the AA or the Contractor whether under this deed or otherwise according to Law; and
- (iv) must, in respect of a notice given under clause 1.7(a) by the AA or the Contractor, be given within 20 Business Days of receipt of that notice.

1.8 **Excluding liability**

Any provision of this deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by Law.

2. **APPOINTMENT OF AA**

2.1 **Appointment**

- (a) The Principal appoints the AA under this deed to perform the Phase 1 Services.
- (b) The Project Parties jointly appoint the AA under this deed to perform the Phase 2 Services.
- (c) The AA confirms its acceptance of the appointments referred to in clauses 2.1(a) and 2.1(b).
- (d) The AA must carry out the Services in accordance with the requirements of this deed.

2.2 **Payment**

The Project Parties must pay the AA the Fees in accordance with the Payment Schedule.

2.3 **Nature of Services**

The parties acknowledge and agree that the Services Implementation Plan is incidental to, and does not limit or otherwise affect, the Services or the AA's obligations under this deed.

2.4 **Authorisation of AA**

The AA is authorised to exercise such authority as is necessary to enable the AA to perform the functions, and discharge the obligations, of the AA under the Planning Approval.

2A **Accession by Contractor**

- (a) The Principal may give the AA written notice specifying the Contractor and directing the AA to execute the Deed of Accession.
- (b) If the Principal gives notice under clause 2A(a):

- (i) the Principal must give the AA an execution version of the Deed of Accession;
 - (ii) the Principal must give the AA written notice specifying the date the AA is directed to execute the Deed of Accession, which must be at least 2 Business Days after the Principal provides the execution version under clause 2A(b)(i); and
 - (iii) on the date specified by the Principal under clause 2A(b)(ii), the AA must execute 3 copies of the Deed of Accession and deliver the original executed copies to the Principal.
- (c) After or about the same time as the AA delivers copies of the Deed of Accession under clause 2A(b), the Principal must execute, and ensure the Contractor executes, the Deed of Accession and return an original executed copy to the AA.
- (d) The Deed of Accession must be in the form set out in Schedule 1, incorporating:
- (i) the details of the Contractor specified by the Principal under clause 2A(a); and
 - (ii) any changes requested by the Contractor and accepted by the Principal and the AA (in the case of the AA, such acceptance not to be unreasonably withheld).
- (e) Upon the Contractor Accession Date, the Contractor will become a party to this deed in accordance with the Deed of Accession.

3. **AA'S OBLIGATIONS**

3.1 **Acknowledgement**

The AA acknowledges that:

- (a) it has obtained a copy of the Planning Approval and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services; and
- (b) its obligations extend to and include the obligations, functions, duties and services of the "AA" or the "Acoustics Adviser" under the Planning Approval.

3.2 **Representations relating to enforceability**

The AA represents and warrants that:

- (a) it is a company duly incorporated and existing under Law and has the power to execute, deliver and perform its obligations under this deed and that all necessary corporate and other action has been taken to authorise that execution, delivery and performance;
- (b) the information provided by it in connection with this deed is true, accurate and complete in all material respects and not misleading in any material respect (including by omission);
- (c) its obligations under this deed are valid, legal and binding obligations enforceable against it in accordance with its terms, subject to equitable remedies and Laws in respect of the enforcement of creditor's rights;

- (d) the execution, delivery and performance of this deed by it will not contravene any Law to which it is subject or any deed or arrangement binding on it;
- (e) it does not (in any capacity) have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise); and
- (f) no litigation, arbitration, tax claim, dispute or administrative or other proceeding has been commenced or threatened against it which is likely to have a material adverse effect upon its ability to perform its obligations under this deed.

3.3 **Acknowledgements and warranties relating to the Services**

The AA:

- (a) acknowledges that each of the Project Parties:
 - (i) is relying upon the skill, expertise and experience of the AA in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the AA does not perform its obligations in accordance with the requirements of this deed.
- (b) The AA warrants to the Project Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, experience, skill and diligence which would be expected of an expert professional providing services similar to the Services within the design and construction industry generally and the construction of major engineering works in particular.
- (c) The AA warrants to the Project Parties that, at all times, it will:
 - (i) act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Planning Approval and, where no time is prescribed for the performance of an obligation, it will act within a reasonable time; and
 - (ii) comply with the requirements of the Payment Schedule;
- (d) Without limiting clauses 3.3(a) and 3.3(b), the AA acknowledges that the Project Parties are entitled to and will rely on any certificate, approval, report, direction or instruction signed or given by the AA under or pursuant to this deed or the Planning Approval.
- (e) Without limiting its obligations under any provision of this deed, the AA warrants to the Project Parties that:
 - (i) it will carry out and perform the Services; and
 - (ii) without limiting clause 3.3(e)(i), to the extent the Services Implementation Plan is not inconsistent with:
 - (A) the Planning Approval;
 - (B) the nature of the Services; or

- (C) without limiting clauses 3.3(e)(ii)(A) or 3.3(e)(ii)(B), the requirements of clause 4,

it will carry out and perform the Services in accordance with the Services Implementation Plan;

- (f) The AA will provide transport on site for the use of its site personnel to perform the Services.
- (g) The AA will, in carrying out the Services, carry out physical inspections of the Site and the Works when appropriate and necessary to do so.
- (h) The AA will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including the Principal and the Contractor) except where it is the unavoidable consequence of performing the Services.
- (i) The AA in undertaking the Services in any particular area, will comply with all the safe working requirements of the Principal and the Contractor.
- (j) The AA warrants that it is, , and that all relevant personnel engaged in the Services are, members of the Association of Australasian Acoustical Consultants.

3.4 **Key person**

- (a) The AA must provide experienced and skilled personnel to perform its obligations under this deed.
- (b) The key person required to perform the Services is specified in clause 4.1(b) of the Payment Schedule (or any replacement of that key person in accordance with clause 3.4(f)).
- (c) The alternative key person is specified in clause 4.1(c) of the Payment Schedule (or any replacement of that key person approved by the Secretary of DPIE and the Project Parties in writing).
- (d) The AA must ensure that the key person referred to in clause 3.4(b):
- (i) has primary responsibility for the performance of the Services;
 - (ii) performs all or a substantial portion of the Services;
 - (iii) supervises and oversees any Services not personally performed by them;
 - (iv) is located in Sydney for the performance of the Services; and
 - (v) is available for consultation as reasonably required by a Project Party from time to time.
- (e) Except as required by clause 3.4(i), the AA must ensure that the key person referred to in clause 3.4(b) is not removed without the prior written consent of the Project Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal).

- (f) If the key person is removed in accordance with clause 3.4(e) or 3.4(i), the AA must ensure that key person is replaced with the alternative key person referred to in clause 3.4(c), or another person that has:
 - (i) at least equivalent skill and experience; and
 - (ii) been approved by the Secretary of DPIE and the Project Parties.
- (g) Prior to the removal and replacement of the key person referred to in clause 3.4(b), the AA must ensure there is a comprehensive handover so that the new key person has a reasonable understanding of the Planning Approval and the Services.
- (h) The AA must ensure any other person involved in the performance of the Services is listed in 0, or has been approved by the Project Parties in writing, in relation to the relevant Services to be performed by them.
- (i) The Project Parties may jointly direct the AA to remove any person from the performance of the Services (including the key person referred to in clause 3.4(b)) and the AA must comply with any such direction.

3.5 **Subcontracting**

- (a) The AA may not subcontract or permit the subcontracting of the performance of any of its Services without the prior written consent of the Project Parties.
- (b) The AA remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting, and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the AA.

3.6 **Quality assurance**

- (a) The AA must implement a quality system in accordance with AS/NZS ISO 9001 – 2016, and otherwise in a form reasonably acceptable to the Project Parties, to ensure compliance of the Services with the requirements of this deed.
- (b) The AA must prepare and submit to the Project Parties within 10 Business Days of the date of this deed a Services Implementation Plan which:
 - (i) gives a detailed description of how the AA intends to carry out and perform the Services;
 - (ii) includes details of the proposed timing for the performance of discrete elements of the Services; and
 - (iii) complies with this deed and will enable the AA to perform the Services in accordance with this deed.
- (c) The AA must:
 - (i) progressively amend, update and develop the Services Implementation Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Services and any changes in the manner of performing the Services; and
 - (ii) submit each revision of the Services Implementation Plan to the Project Parties for their review and comment.

- (d) The Project Parties may:
 - (i) review the Services Implementation Plan submitted under clause 3.6(b) and any revision thereof submitted under clause 3.6(c); and
 - (ii) if the Services Implementation Plan (or any revision thereof) does not comply with this deed, notify the AA of the non-compliance.
- (e) If the AA receives a notice under clause 3.6(d), the AA must promptly submit an amended Services Implementation Plan to the Project Parties after which clause 3.6(d) will re-apply.
- (f) The Project Parties owe no duty to the AA to review the Services Implementation Plan for errors, omissions or compliance with this deed.
- (g) If the AA does not receive a notice under clause 3.6(d) within 15 Business Days after the submission of the relevant Services Implementation Plan, the relevant Services Implementation Plan submitted by the AA will be the Services Implementation Plan with which the AA must comply (as it is updated under this clause 3.6). However, this does not prevent a Project Party subsequently giving notice of a non-compliance under clause 3.6(d).
- (h) The AA will not be relieved of any requirement to perform any obligation under this deed as a result of:
 - (i) compliance with the quality assurance requirements of this deed; or
 - (ii) any acts or omissions of the Project Parties with respect to the quality assurance requirements of this deed, including any:
 - (A) review of, comments upon, or notice in respect of, the Services Implementation Plan;
 - (B) failure to review, comment upon, or provide notice in respect of, the Services Implementation Plan; or
 - (C) any audit under clause 3.7.

3.7 **Audit**

- (a) Without limiting or otherwise affecting any of the AA's obligations under this deed or the Planning Approval, the AA must:
 - (i) allow any audit of its quality assurance system under this deed by a third party, at the request of the Project Parties, and fully co-operate with that third party in respect of the carrying out of the quality assurance audit; and
 - (ii) allow DPIE at any time to conduct an audit of actions undertaken by the AA and any approvals issued by the AA and must facilitate and assist DPIE in the conduct of any such audit.
- (b) Without limiting the foregoing, the AA must, at all times:
 - (i) give to the third party or DPIE (as applicable) access to premises occupied by the AA where the Services are being undertaken; and

- (ii) permit the third party or DPIE (as applicable) to inspect applicable information relevant to the quality assurance audit.

3.8 Access to records

The AA must:

- (a) keep proper and complete written records of the performance of the Services; and
- (b) within a reasonable time of any request, give the Project Parties (or any nominee of the Project Parties) access to any records or other documents received, prepared or generated by the AA in the course of carrying out the Services.

3.9 Documentation management and transmission

- (a) Without limiting clause 11.1, the AA must, if required by the Principal:
 - (i) implement and use the PDCS to manage and transmit all documentation connected with the Project in accordance with the processes and procedures required by the Principal;
 - (ii) align its document management and quality processes to complement and utilise the functions and features of the PDCS;
 - (iii) use the PDCS mail module for all correspondence relating to the Project between the AA, the Principal and the Contractor;
 - (iv) upload all documentation required for the performance of the Services to the PDCS; and
 - (v) strictly adhere to the documentation numbering system, metadata structures and revision code sequences which are required by the Principal.
- (b) Documents supplied to the AA by the Principal will remain the property of the Principal and must be returned by the AA to the Principal on demand in writing. The documents must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Services.
- (c) The AA must keep all the AA's records relating to the Services in secure and fireproof storage.
- (d) The AA will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 3.9.
- (e) The AA must ensure that any documents and materials that it provides to the Principal or the Contractor in computer readable form contain no virus or computer software code which is intended or designed to:
 - (i) permit access to or use of a computer system by a third person not authorised by the Principal or the Contractor (as applicable); or
 - (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

3.10 **Term**

- (a) Subject to clause 3.10(b), the Term commences on the date this deed has been signed by the Principal and the AA, notwithstanding this deed has not been signed by the Contractor.
- (b) The rights and obligations of the Contractor under this deed will not commence unless and until the Contractor Accession Date occurs.
- (c) Unless and until the Contractor Accession Date occurs, reference in this deed to the Project Parties are taken to be references to the Principal only.
- (d) The Term expires on the earlier of:
 - (i) completion of the Services; or
 - (ii) termination of this deed in accordance with clause 8.

4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

4.1 **AA to be independent**

The AA warrants to the Project Parties that in performing the Services, it will:

- (a) act professionally and independently of each and all of the Project Parties and in a timely manner;
- (b) act honestly, reasonably and fairly;
- (c) exercise the standard of care, knowledge, expertise, experience, skill and diligence which would be expected of an expert professional providing services similar to the Services within the design and construction industry generally and the construction of major engineering works in particular;
- (d) act within the times prescribed under the Planning Approval;
- (e) before the Contractor Accession Date, act within any reasonable times required by the Principal, if earlier than those required by clause 4.1(d); and
- (f) on and after the Contractor Accession Date, act within the times anticipated by the Overall D&C Program, if earlier than those required by clause 4.1(d).

4.2 **Confidentiality**

- (a) The AA must:
 - (i) keep confidential details of this deed and all information and documents provided to, or by, the AA relating to the Services, the Works, this deed or the Planning Approval and not provide, disclose or use the information or documents except:
 - (A) to disclose them to the Project Parties;
 - (B) for the purposes of performing the Services;
 - (C) where required by Law or to obtain legal advice on this deed; or
 - (D) with the prior written consent of the Project Parties; and

- (ii) ensure that its subcontractors comply with the terms of clause 4.2(a).
- (b) This obligation will survive completion of the Services or the termination of this deed.

4.3 **Exclusivity**

- (a) The AA must not, and must procure that:
 - (i) any related body corporate (as defined by sections 9 and 50 of the *Corporations Act 2001* (Cth)) of the AA; and
 - (ii) any employees, agents, subcontractors and consultants who are involved in the provision of the Services,

do not, before or during the Term:

- (iii) have any direct or indirect involvement (whether under contract or any other arrangement):
 - (A) with the Principal or the Contractor or any of their respective contractors, consultants or providers;
 - (B) in the Works; or
 - (C) in the Planning Approval; or
- (i) provide services to or advise any other person in relation to:
 - (D) the Project or any extension or expansion of the Project; or
 - (E) the Planning Approval,

other than the provision of the Services under this deed, except with the prior written consent of the Project Parties which may be withheld or granted in their absolute discretion.

- (b) The AA agrees that:
 - (i) having regard to the Project, the Planning Approval and the Services, clause 4.3(a) is reasonable as regards the nature of the involvement restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the probity of the Project and the Planning Approval and to ensure the best value for money of the Project and the Planning Approval; and
 - (ii) damages may not be a sufficient remedy for the breach of clause 4.3 and each of the Project Parties may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the AA, in addition to any other remedies available at Law or in equity.

4.4 **Relationship with Project Parties**

- (a) The AA is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of any Project Party.

- (b) Each party acknowledges and agrees that the AA has no authority to:
 - (i) give directions to any of the Project Parties other than as expressly set out in this deed or the Planning Approval;
 - (ii) waive or alter any terms of the Planning Approval or a D&C Document; or
 - (iii) discharge or release a party from any of its obligations pursuant to the Planning Approval or a D&C Document.

4.5 **Co-operation by AA**

The AA must co-operate with:

- (a) the Principal, the Contractor and contractors of the Principal and the Contractor; and
- (b) the Independent Certifier, Community Complaints Mediator, Environmental Representative and Air Quality Independent Reviewer for the Project,

to ensure the effective coordination of the Services with the other activities being performed for the Project.

5. **OBLIGATIONS OF PROJECT PARTIES**

5.1 **No undue interference or influence**

- (a) The Project Parties will not interfere with or attempt to improperly influence the AA in the performance of any of the Services. The parties acknowledge that any communication allowed by this deed will not of itself constitute a breach of this clause 5.1(a).
- (b) Clause 5.1(a) will not prevent the Project Parties from providing written comments to the AA in respect of the activities of the Principal or the Contractor and the AA must consider any such written comments.

5.2 **Co-operation by Project Parties**

Without limiting or otherwise affecting any of the Principal's or the Contractor's obligations under this deed or the D&C Documents, the Principal and the Contractor must:

- (a) co-operate with and provide the AA with all information and documents necessary or reasonably required by the AA, or otherwise requested by the AA or directed by the Principal;
- (b) allow the AA to attend all meetings and procure for the AA access to such premises as may be reasonably necessary to enable the AA to perform the Services or as requested by the AA or directed by the Principal, including allowing access to the Site and all areas where the Contractor's Activities are being performed;
- (c) ensure that appropriate hold points and witness points are included in the Project Plans as reasonably required by the AA to enable the AA to perform the Services in accordance with this deed;
- (d) provide access to the AA to such premises as may be reasonably necessary to enable the AA to view and monitor noise and vibration monitoring activities taking place as part of the Contractor's Activities as they take place;

- (e) provide to the AA for review any noise and vibration plans, assessments, monitoring reports, data and analyses prepared or undertaken as part of the Contractor's Activities; and
- (f) consider any recommendations to improve practices and demonstrate, to the satisfaction of the AA (acting reasonably), why any recommendation is not adopted.

A copy of any written communication to the AA must be provided by the sending party to the other Project Party at the same time as or within 2 Business Days of providing the same to the AA.

5.3 **Co-operation by Principal**

The Principal must co-operate with and provide the AA with all information and documents necessary and not obtainable by the AA from the Contractor.

5.4 **Principal to have no liability**

Each party acknowledges that the Principal is not liable, nor will be taken to have a liability, or to have assumed or become (on enforcement of any of their powers or otherwise) liable:

- (a) for the performance of any obligation of the Contractor or the AA whether under or purportedly under this deed or the D&C Documents or otherwise; or
- (b) for any stop work direction being issued by the AA to any or all of the Principal and the Contractor.

6. **CHANGES TO THE SERVICES, SUSPENSION OF SERVICES AND APPOINTMENT OF SUBSTITUTE AA**

- (a) Subject to clause 6(f), the Project Parties may, by written notice to the AA, direct the AA to carry out a change to the Services (including an addition or omission), and the AA must comply with that direction.
- (b) If a change to the Services is directed under clause 6(a):
 - (i) the Fees to be paid to the AA in relation to the change to the Services will be determined in accordance with the Payment Schedule on the same basis they are determined for the Services; and
 - (ii) the Upper Limiting Fee will be adjusted in accordance with clause 6(c).
- (c) Any adjustment to the Upper Limiting Fee under clause 6(b)(ii) will be determined:
 - (i) for personnel, using the applicable hourly rates set out in the Payment Schedule based on a reasonable estimate of the additional personnel time required or personnel time no longer required as a result of the change to the Services;
 - (ii) for disbursements, a reasonable estimate of the additional disbursements which will be incurred or disbursements which will be avoided as a result of the change to the Services; and
 - (iii) to the extent the adjustment cannot be determined under clause 6(c)(i) or 6(c)(ii), a reasonable adjustment determined by the Project Parties.

- (d) Subject to clause 6(f), the Project Parties may jointly, by written notice to the AA, direct the AA to suspend any or all of the Services for the period of time specified in the notice.
- (e) The AA acknowledges and agrees that the Project Parties may appoint another acoustic adviser (**Substitute AA**) to carry out those Services which are omitted as a result of a change to the Services as directed under clause 6(a), and in the case of Phase 2 Services any decision of a Substitute AA appointed will be treated (as between the Project Parties) as if it is a decision of the AA, and the Substitute AA will have all of the rights and powers of the AA under the Planning Approval in connection with those Services.
- (f) Except where the Project Parties obtain prior approval from DPIE, the Project Parties may not:
 - (i) direct the AA to carry out a change to the Services; or
 - (ii) direct the suspension of the Services,to the extent that this prevents the AA from fulfilling and carrying out the obligations, functions, duties and services of the AA under the Planning Approval.
- (g) Notwithstanding a change to the Services or the appointment of a Substitute AA, the AA must continue to perform the Services, as varied in accordance with this clause 6, in accordance with this deed. Without prejudice to any claim in respect of the performance of the AA, the AA is not responsible for the performance of the Substitute AA.

7. **LIABILITY, INSURANCE AND INDEMNITY**

7.1 **Limitation of liability**

Subject to clause 7.2, the AA's liability under this deed from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to the higher of:

- (a) [REDACTED]; and
- (b) any amount for which the AA is entitled to be indemnified for (or would have been entitled to be indemnified but for an act or omission of the AA) under an insurance policy.

7.2 **Exclusions**

The limitation of liability in clause 7.1 does not apply to any claims arising out of or in connection with any of the following on the part of the AA or anyone for whom it is responsible:

- (a) fraud or criminal conduct;
- (b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious or intentional indifference to any provision of this deed or the rights or welfare of, or foreseeable harmful consequences to, those who are or may be affected by that conduct, act or omission; or

- (c) gross negligence being any negligent act or omission which the AA knew, or ought reasonably to have been aware, would result in substantial losses being incurred by another party to this deed.

7.3 **Insurances**

The AA must from the date of the D&C Deed hold and maintain:

- (a) professional indemnity insurance with:
 - (i) a limit of indemnity of not less than [REDACTED] for any single claim in respect of legal liability (including, without limitation, in connection with property damage, personal injury or death) arising from a breach of professional duty, whether owed in contract or otherwise, by reason of any negligent act, error or omission by the AA or its employees, agents or consultants; and
 - (ii) a deductible of not more than [REDACTED];
- (b) workers compensation insurance in accordance with the requirements of Law; and
- (c) public liability insurance:
 - (i) endorsed to indemnify each of the Project Parties as insureds to the extent that such parties are vicariously liable for the activities of the AA;
 - (ii) covering, without limitation, the AA's liability under clauses 7.8 and 7.9; and
 - (iii) of not less than [REDACTED].

7.4 **Notice of matter affecting insurance**

- (a) The AA must notify the Project Parties 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.
- (b) The AA must not, without the written consent of all the Project Parties, either materially alter the terms of, risks covered by or sum insured under the professional indemnity insurance policy or public liability insurance policy.

7.5 **Provision of information**

The AA must provide to the Project Parties certificates of currency, with respect to the insurances effected and maintained by the AA for the purposes of this clause 7, at any time and from time to time on request by any Project Party and prior to the renewal of each policy.

7.6 **Periods for insurance**

The AA must maintain:

- (a) the professional indemnity insurance current until the Date of Completion or the date of termination of this deed, whichever is earlier, and 7 years after that;
- (b) the workers compensation insurance (if required by Law) current until it ceases to perform the Services;
- (c) the public liability insurance current until it ceases to perform the Services; and

- (d) any other insurances current for such time as may reasonably be required by the Project Parties.

7.7 **Obligations unaffected by insurance**

The requirement to effect and maintain insurance in this clause 7 does not limit the liability or other obligations of the AA under this deed.

7.8 **Indemnity in relation to property/persons**

Subject to clause 7.1, the AA is liable for and indemnifies each Project Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:

- (a) any damage to or loss of property; or
- (b) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of or in any way in connection with an act, error or omission of the AA, its officers, employees, agents or consultants.

7.9 **Indemnity in relation to breach**

The AA is liable for and indemnifies each Project Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of any breach of this deed by the AA (including any claim or loss which an Project Party may have to another party arising from such breach).

7.10 **Limitations on Contractor's liability**

Despite any other provision of this deed, the Contractor's maximum aggregate liability to the parties to this deed and any person to whom this deed is novated or assigned in accordance with the terms of this deed, in respect of any claim or liability under, arising out of or in connection with the Project:

- (a) will not exceed the liability which the Contractor would have had under the D&C Deed if the parties to this deed and any person to whom this deed is novated or assigned had been named in the D&C Deed, jointly and severally, as the Principal; and
- (b) is otherwise subject to the same limitations on and exclusions of liability, counterclaims and defences expressed for the benefit of the Contractor in the D&C Deed and the Contractor will not be liable to the parties to this deed, under this deed in circumstances where its liability is excluded, or the category of loss or liability suffered or incurred by the parties to this deed is excluded, by the terms of the D&C Deed.

8. **TERMINATION OF APPOINTMENT**

8.1 **Notice of termination**

The Project Parties may jointly terminate this deed by notice in writing served on the AA if:

- (a) the AA is in breach of this deed and the breach is not remediable in the reasonable opinion of the Project Parties;

- (b) the AA is in breach of this deed and the breach, being remediable in the reasonable opinion of the Project Parties, has not been remedied within 7 days of the service by the Project Parties of a notice specifying the breach and requiring the breach to be remedied;
- (c) an Insolvency Event occurs in relation to the AA; or
- (d) the Project Parties in their absolute discretion for any reason whatsoever serve on the AA a notice of termination of the appointment of the AA in respect of the Services, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.

8.2 Termination of D&C Deed

If, after the Contractor Accession Date, the D&C Deed is terminated for any reason, each Project Party must give the AA written notice and this deed will terminate on receipt of such notice from either Project Party.

8.3 Prior agreement on replacement

Prior to serving a notice under clause 8.1 after the Contractor Accession Date:

- (a) the Project Parties must have agreed upon another person to act as a replacement for the AA; and
- (b) the person so agreed upon must have been approved as a replacement of the AA by the Secretary of DPIE.

8.4 Termination

Where a notice is served on the AA under clause 8.1, this deed will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 8.1; or
- (b) if the notice is issued after the Contractor Accession Date, the appointment of a replacement for the AA.

8.5 Delivery of documents

Upon the earlier of the date of termination of this deed and the date of completion of the Services, the AA:

- (a) must deliver up to the Project Parties or to such other person as the Project Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the AA relating to the Services; and
- (b) acknowledges that the Project Parties have the right to use all such documents for any purposes in connection with the Planning Approval, the D&C Documents, the Project, the Works or the Contractor's Activities.

8.6 Reasonable assistance

Where the Project Parties give a notice under clause 8.1 of termination of this deed, the AA must provide full assistance to the Project Parties and any replacement for the AA appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

8.7 **Payment until date of termination**

Where this deed is terminated under clause 8.1(d) or 8.2 the AA is only entitled to be paid by the Project Parties the Fees payable under this deed for Services performed up to the date of the termination.

8.8 **Termination without payment**

Termination of this deed will be without prejudice to any claim which any of the Project Parties may have in respect of any breach of the terms of this deed which occurred prior to the date of termination.

8.9 **Survive termination**

This clause 8 will survive the termination of this deed.

8.10 **Rights upon termination**

If this deed is terminated pursuant to clauses 8.1(a) to 8.1(c) (inclusive), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing this deed had the AA repudiated this deed and the Project Parties elected to treat this deed as at an end and recover damages.

8.11 **Replacement deed**

If this deed is terminated pursuant to clause 8.2, the Principal wishes to continue with the Project and the Principal gives the AA a written request to do so, the AA must promptly execute and deliver to the Principal a replacement deed on the terms of this deed incorporating such changes as are reasonably required by the Principal to remove the Contractor as a party.

9. **EXPENSES, STAMP DUTY AND GST**

9.1 **Expenses**

Except as otherwise provided in this deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this deed.

9.2 **Stamp duties**

- (a) The AA must:
 - (i) pay all stamp duties and any related fines and penalties and any other fees payable in respect of this deed, the performance of this deed and each transaction effected by or made under or pursuant to this deed; and
 - (ii) indemnify each other party against any liability arising from failure to comply with clause 9.2(a)(i).
- (b) The AA is authorised to apply for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause 9.2.

9.3 **GST**

- (a) Notwithstanding any other provision of this deed, any amount payable for a supply made under this deed which is calculated by reference to a cost, expense or other amount paid or incurred by a party will be reduced by an amount equal to any

input tax credits to which that party is entitled to in respect of that cost, expense or other amount.

- (b) If GST becomes payable on any supply made by a party (**Supplier**) under or in connection with this deed:
- (i) any amount payable or consideration to be provided under this deed for that supply (**Agreed Amount**) is exclusive of GST;
 - (ii) an additional amount will be payable by the party to whom that supply is made (**Recipient**), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and
 - (iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this deed.
- (c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under clause 9.3(b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). The payment of the variation amount by the Supplier or the Recipient under this clause 9.3 (as the case may be) must be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.
- (d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties. The expert will act as an expert and not as an arbitrator and will take into account the terms of this deed, the matters required to be taken into account by the Supplier under this clause 9.3 and any other matter considered by the expert to be relevant to the determination.

10. **CONFIDENTIALITY AND PUBLICITY**

10.1 **General restriction**

Subject to clause 10.2, no party will, at any time, without the written consent of the other parties, divulge or suffer or permit its servants, consultants or agents to divulge to any person (other than its officers, employees, consultants, advisers and agents who require such reports, studies, information and data to enable them to properly carry out their duties):

- (a) any of the contents of this deed;
- (b) any information relating to the negotiations concerning the same; or
- (c) any information which may have come to a party's knowledge in the course of such negotiations or otherwise concerning the operations, dealings, transactions, contracts, commercial or financial arrangements or affairs of the other parties.

10.2 Exceptions

The restrictions imposed by clause 10.1 will not apply to the disclosure of any information:

- (a) which is now or hereafter comes into the public domain or which is obtainable with no more than reasonable diligence from sources other than the parties;
- (b) which is required to be disclosed by Law or the Listing Rules of the Australian Stock Exchange Limited (if applicable);
- (c) as required for any legitimate NSW Government purpose or process;
- (d) pursuant to the contract summary required to be published in accordance with Premier's Memorandum No. 2007-01 dated 8 January 2007 or the NSW Public Private Partnership Guidelines 2017 (TPP17-07) published by the NSW Treasury;
- (e) to a court, arbitrator or administrative tribunal in the course of proceedings before it or him to which the disclosing party is a party or to an expert in the course of any determination by him to which the disclosing party is a party;
- (f) which, in the reasonable opinion of a party, is required to be disclosed to:
 - (i) any actual or prospective investor in or lender to (or assignee or novatee of a lender to) the Principal or the Contractor;
 - (ii) any insurer in respect of the Project;
 - (iii) any of the parties' officers, employees, professional advisers, auditors or consultants; or
 - (iv) any person to whom disclosure is reasonably necessary to enable that person to comply with the Planning Approval or D&C Documents to which it is a party;
- (g) by the Principal that is not Commercially Sensitive Information; or
- (h) without limiting this clause 10.2 or clause 10.3, by the Principal relating to this deed and which the parties agree (acting reasonably) is not Commercially Sensitive Information.

10.3 Disclosure by Principal

- (a) Notwithstanding the other provisions of this clause 10.3 but subject to clause 10.3(a)(i), the parties acknowledge that:
 - (i) this deed will be made available to the Auditor-General in accordance with the Public Finance and Audit Act 1983 (NSW);
 - (ii) information concerning this deed will be tabled in Parliament by or on behalf of the Principal and will be published in accordance with applicable government policies and guidelines;
 - (iii) this deed and information concerning this deed will be published on the Principal's contracts register in accordance with the GIPA Act; and

- (iv) the Principal may make this deed available to any person as required by any applicable Law.
- (b) The parties acknowledge that:
 - (i) the Principal has consulted with the AA in relation to the disclosure of those parts of this deed that are not Commercially Sensitive Information;
 - (ii) the Principal will notify the Contractor and the AA of any proposed disclosure of any information that the Principal considers (acting reasonably) may be Commercially Sensitive Information by the Principal under the GIPA Act no later than 20 Business Days before the proposed date of disclosure;
 - (iii) following notification by the Principal in accordance with clause 10.3(b)(ii), the Principal will take reasonable steps to consult with the Contractor and the AA before disclosing the information referred to in clause 10.3(b)(ii), including under the GIPA Act; and
 - (iv) if, following:
 - (A) notification by the Principal in accordance with clause 10.3(b)(ii); or
 - (B) consultation between the parties in accordance with clause 10.3(b)(iii),

the Contractor or the AA objects to the disclosure of some or all of the information referred to in clause 10.3(b)(ii), on the basis that it is Commercially Sensitive Information, the Contractor or the AA (as applicable) must provide details of any such objection within 5 Business Days of the date the Contractor or the AA (as applicable) received notification from the Principal or the date on which the consultation process concluded (as relevant).

- (c) The Principal may take into account any objection received from the Contractor or the AA pursuant to clause 10.3(b)(iv) in determining whether the information identified by the Contractor or the AA as Commercially Sensitive Information should be disclosed.
- (d) Nothing in this clause 10.3 will limit or otherwise affect the discharge of the Principal's obligations under the GIPA Act.

11. NOTICES

11.1 How to give a notice

A notice or consent required, permitted or given under a provision of this deed (**Notice**):

- (a) given before the date referred to in clause 12.2(a)(ii), is only effective if it is:
 - (i) in writing;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) either:
 - (A) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or

- (B) subject to clause 11.1(c), sent by email in the form of a .pdf file of a letter (with or without attachments) to that person's email address;
- (b) given on and from the date referred to in clause 12.2(a)(ii), is only effective if it is:
 - (i) subject to clause 11.1(c), sent through the PDCS in accordance with the requirements set out in clause 11.7;
 - (ii) in writing;
 - (iii) addressed to the person to whom it is to be given; and
 - (iv) in circumstances where the PDCS is temporarily disabled or not operating, issued in accordance with clause 11.1(c); and
- (c) in the case of Notices which have been sent in accordance with clauses 11.1(a)(iii)(B) or 11.1(b) under clauses 6(a), 6(d), 7.4 or 8.1, in addition to the Notice sent pursuant to clauses 11.1(a)(iii)(B) or 11.1(b), a copy of the Notice must also be printed and delivered or posted to the person's address in accordance with clause 11.1(a)(iii)(A).

11.2 PDCS

- (a) At any time and from time to time the Principal may notify the AA and the Contractor that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the AA and the Contractor to use the PDCS; and
 - (iv) any other information reasonably necessary for the use and service of Notices via the PDCS.
- (b) The AA and the Contractor must:
 - (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) ensure all relevant personnel attend all necessary training required by the Principal;
 - (iv) advise the Principal of which personnel require access to the PDCS;
 - (v) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vi) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send

all communications which have been issued pursuant to clause 11.1(b)(iv) to the Principal through the PDCS.

- (c) The Principal has no liability for any losses the AA or the Contractor may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the AA and the Contractor will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the AA's or the Contractor's access to or use of the PDCS or any failure of the PDCS.

11.3 Effectiveness of notices

- (a) A Notice referred to in clause 11.1(c) will not be effective unless it is delivered in accordance with clause 11.1(a)(iii)(A).
- (b) Where clause 11.1(c) applies, the Notice issued pursuant to clause 11.1(a)(iii)(A) and the Notice issued pursuant to clause 11.1(a)(iii)(B) or 11.1(b) must be identical, and in the event that they are not identical, neither Notice will constitute a valid Notice.

11.4 When a notice is given

A Notice that complies with this clause 11 is regarded as given and received:

- (a) if it is delivered:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
- (b) if it is sent by mail:
 - (i) within Australia - 2 Business Days after posting; or
 - (ii) to or from a place outside Australia - 5 Business Days after posting;
- (c) subject to clause 11.4(e), if it is sent by email on the first to occur of:
 - (i) receipt by the sender of any email acknowledgement from the addressee's information system showing that the communication has been delivered to the email address of that addressee;
 - (ii) the time that the communication enters an information system which is under the control of the addressee; or
 - (iii) the time that the communication is first opened or read by the addressee,

unless the result is that the communication would be taken to be given or made after 5:00pm (local time in the place of receipt) on a Business Day - at the time in the place to which it is sent, in which case that communication is taken to be received at 9:00am on the following Business Day;
- (d) subject to clause 11.4(e), if it is sent through the PDCS, at the time recorded on the PDCS as being the time at which the Notice was sent, unless that delivery is made on a non-Business Day, or after 5.00pm on a Business Day, when that

communication will be deemed to be received at 9.00am on the next Business Day;
and

- (e) where clause 11.4(c) applies, the relevant Notice will be taken to have been received on the later of:
 - (i) the date determined in accordance with clause 11.4(c); and
 - (ii) the date determined in accordance with clause 11.4(a) or 11.4(b) (as the case may be).

11.5 **Address for notices**

A person's address are those set out below, or as the person notifies the sender:

Principal

Address: 20-44 Ennis Road, Milsons Point, NSW, 2061

Email address: [REDACTED]

Attention: [REDACTED]

AA

Address: Level 4, 272 Pacific Highway, Crows Nest 2065 NSW Australia

Email address: [REDACTED]

Attention: [REDACTED]

11.6 **Communications by email**

With respect to communications sent by email:

- (a) only the letter in .pdf format attached to the email and, subject to clause 11.6(b), any attachments to such letter which are referred to in the letter, will form part of the communication under this clause 11. Any text in the body of the email or the subject line will not form part of the communication;
- (b) an attachment to an email referred to in clause 11.6(a) will only form part of a communication under this clause 11 if it is in .pdf, .jpeg, .xls, .doc, .vsd, .mpp, .mdb, .xer or .ppt format, or such other format as may be agreed between the parties from time to time; and
- (c) the parties agree, with respect to any communications under or in connection with this deed:
 - (i) to ensure that their respective firewall and/or mail server (as applicable):
 - (A) allows messages of up to 20 MB (or such greater size as may be agreed between the parties from time to time) to be received; and
 - (B) automatically sends a receipt notification to the sender upon receipt of a message; and
 - (ii) to use reasonable endeavours to ensure that their respective systems automatically send a notification message to each of the sender and the

recipient when a message is received by the recipient's domain but cannot or will not be delivered to the recipient.

11.7 **Communications by the PDCS**

With respect to Notices sent through the PDCS:

- (a) only the text in any Notice or, subject to clause 11.7(b), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
- (b) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (i) .pdf format;
 - (ii) a format compatible with Microsoft Office; or

such other format as may be agreed between the parties in writing from time to time.

12. **MISCELLANEOUS**

12.1 **Further acts**

Each party must promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by any other party to give effect to this deed.

12.2 **Governing Law**

This deed is governed by and must be construed according to the Law applying in New South Wales.

12.3 **Jurisdiction**

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 12.3(a).

12.4 **Principal as a public authority**

- (a) Subject to clause 12.4(b), the Contractor and the AA acknowledge and agree that:
 - (i) nothing in this deed or in any of the D&C Documents will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any legislation; and
 - (ii) without limiting clause 12.4(a)(i) anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any legislation will be deemed not to be an act or omission by the Principal

under this deed and will not entitle the Contractor or the AA to make any Claim against the Principal arising out of the subject matter of this deed and the other D&C Documents to which the Principal is a party.

- (b) The parties agree that clause 12.4(a) is taken not to limit any liability which the Principal would have had to the Contractor or the AA under this deed, or any other D&C Document to which the Principal is a party, as a result of a breach by the Principal of a term of this deed or any other D&C Document to which the Principal is a party but for clause 12.4(a).

12.5 **Variation**

No modification, variation or amendment of this deed will be of any force unless such modification, variation or amendment is in writing and executed by each party.

12.6 **Assignment**

- (a) Neither the Contractor nor the AA may assign, novate or otherwise transfer any of their respective rights or obligations under this deed without the prior written consent of each other party to this deed.
- (b) The Principal may, in its absolute discretion and without consent from the Contractor or the AA, assign, novate or otherwise transfer any of its rights or obligations under this deed

12.7 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, any right, power or remedy provided by Law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this deed.
- (b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver by a party of:
 - (i) a breach of any term of this deed; or
 - (ii) any other failure by a party to comply with a requirement of this deed,will operate as a waiver of:
 - (iii) another breach of that term or of a breach of any other term of this deed; or
 - (iv) another failure to comply with that requirement or of a failure to comply with any other requirement of this deed.

12.8 **Counterparts**

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

12.9 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

12.10 Entire Agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the parties.

12.11 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

12.12 Severance

Any provision of this deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions hereof or thereof.

12.13 Moratorium Legislation

To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

12.14 Joint and several liability

- (a) The obligations of a party, if more than one person, under this deed are joint and several and each person constituting that party acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the other parties to this deed may proceed against any one or all of them.
- (b) The rights of a party, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting that party (and not severally or jointly and severally).
- (c) Any payment by a party under this deed to any account nominated in writing by another party or, failing such nomination, to any one or more persons constituting that party, will be deemed to be payment to all persons constituting that party.

- (d) A party, if more than one person, may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting that party.

12.15 **Exclusion of proportionate liability scheme**

- (a) To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of a party under this deed whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting the above, the rights, obligations and liabilities of the parties under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

Schedule 1

Acoustics Adviser Appointment Accession Deed

DATE:

BETWEEN:

[**Insert Principal** (ABN [#])] of [**insert address**] (**Principal**)

[**Insert AA** (ABN [#])] of [**insert address**] (**AA**)

[**Insert Contractor** (ABN [#])] of [**insert address**] (**Contractor**)

RECITALS:

The Principal and the AA entered into the deed entitled "M6 Stage 1 Deed of Appointment of Acoustics Adviser" dated on or about [**insert**] (**Deed of Appointment**).

The Principal has selected the Contractor to design, construct and complete the Works and has or will enter into the D&C Deed with the Contractor.

The parties wish the Contractor to accede and become a party to the Deed of Appointment in accordance with this deed.

OPERATIVE PROVISIONS:

- (a) Words and expressions defined in the Deed of Appointment have the same meaning in this deed.
- (b) Clauses 1.3 and 1.4 of the Deed of Appointment are incorporated into this deed.
- (c) The Contractor confirms that it has been provided with a copy of and has read the Deed of Appointment.
- (d) With effect on and from the Contractor Accession Date, the Contractor will:
 - (i) become a party to the Deed of Appointment as the "Contractor";
 - (ii) obtain the rights and entitlements of the "Contractor" under the Deed of Appointment arising on and after the Contractor Accession Date; and
 - (iii) assume and comply with the obligations of the "Contractor" under the Deed of Appointment arising on and after the Contractor Accession Date.
- (e) On and from the Contractor Accession Date, the Principal and the AA must continue to comply with the Deed of Appointment on the basis the Contractor has become a party to it.
- (f) This deed is not intended to, and does not, affect the respective rights, entitlements, obligations and liabilities of the Principal and the AA under the Deed of Appointment, whether arising before, on or after the Contractor Accession Date.
- (g) For the purposes of clause 1.4 (Notices) of the Deed of Appointment, the contact details of the Contractor are:

Attention: [**insert**]

Address: [insert]

Fax number: [insert]

Email: [insert]

- (h) Clauses 12.1 to 12.8 (inclusive) and 12.10 to 12.14 (inclusive) are incorporated into this deed.

Executed as a deed.

The Seal of **Transport for New South Wales (ABN 18 804 239 602)** was affixed to this document in the presence of the Chief Executive or member of staff authorised in that behalf by the Chief Executive pursuant to section 109 of the *Transport Administration Act 1988* (NSW):

Signatory Name:

Signed, sealed and delivered by
[insert AA] (ABN **[Insert]**)
in accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature of Director

Signature of Secretary / other Director

Name of Director in full

Name of Secretary / other Director in full

Signed, sealed and delivered by
[insert Contractor] (ABN **[insert]**)
in accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature of Director

Signature of Secretary / other Director

Name of Director in full

Name of Secretary / other Director in full

Schedule 2

Services

The AA must:

- (a) discharge the role, functions, obligations, duties and services which the Planning Approval requires to, or contemplates will, be discharged by the AA (refer to Condition A31 of the Planning Approval - SSI 8931);
- (b) become familiar with the role, functions, obligations, duties and services (express or implied) under the Planning Approval of the "AA" and review information made available to the AA by the Project Parties in order to become fully acquainted with the Project;
- (c) attend meetings and provide written reports relevant to the Services as required from time to time by the Project Parties;
- (d) submit in sufficient time to the Principal (in relation to Phase 1 Services) or the Project Parties (in relation to Phase 2 Services) for review and comment a copy of any proposed certificate, approval or report to be issued by the AA (and each proposed direction or instruction, to the extent there is sufficient time for this to be done) before such document is issued by the AA;
- (e) provide any written information, approvals and certification required by the Planning Approval from the AA and ensure that copies of any such approvals and certification are provided at the same time to the Principal (in relation to Phase 1 Services) or the Project Parties (in relation to Phase 2 Services);
- (f) periodically audit and monitor the Contractor's noise and vibration monitoring activities to evaluate the implementation, effectiveness and level of compliance of on-site construction activities with the Services Implementation Plan, including carrying out site inspections of the Works and the Contractor's Activities (as applicable) at least fortnightly;
- (g) record and provide written Noise and Vibration Reports in accordance with section 4.2 of the Scope of Services to the Project Parties identifying non-conformances with the Services Implementation Plan that require the Principal or the Contractor to undertake mitigation measures to avoid or minimise any adverse noise and vibration impacts and/or report on changes required to the Services Implementation Plan;
- (h) review corrective and preventive actions to ensure the effective implementation of mitigation measures to avoid or minimise the adverse noise and vibration impacts and/or required changes to the Services Implementation Plan identified in audits and inspections of the Works and the Contractor's Activities (as applicable);
- (i) immediately, and at the same time, provide advice to the Project Parties of any major issues resulting from the construction of the Works that were not dealt with expediently or adequately by the Principal or the Contractor;
- (j) provide any supporting information relating to the Services to the Principal (in relation to Phase 1 Services) or the Project Parties (in relation to Phase 2 Services) as and when required;
- (k) provide information and advice relating to the Services to the Independent Certifier and the Environmental Representative to keep them informed of the Contractor's

compliance with the acoustical requirements of the D&C Documents and Planning Approval;

- (l) at completion of the Services, provide the Principal (in relation to Phase 1 Services) or a Project Party (in relation to Phase 2 Services) with a copy of all documents received, prepared or generated by the AA in performing the Services as reasonably requested by Principal (in relation to Phase 1 Services) or the Project Party (in relation to Phase 2 Services);
- (m) receive and respond to communication from the DPIE in relation to the performance of the Critical State Significant Infrastructure (CSSI) in relation to noise and vibration;
- (n) consider and inform the DPIE on matters specified in the terms of the Planning Approval relating to noise and vibration;
- (o) consider and recommend, to the Principal and the Contractor, improvements that may be made to avoid or minimise adverse noise and vibration impacts;
- (p) review all noise and vibration documents required to be prepared under the terms of the Planning Approval and, should they be consistent with the terms of the Planning Approval, endorse them before submission to the DPIE (if required to be submitted to the DPIE) or before implementation (if not required to be submitted to the DPIE);
- (q) regularly monitor the implementation of all noise and vibration documents required to be prepared under the terms of the Planning Approval to ensure implementation is in accordance with what is stated in the D&C Deed (once executed) and the terms of the Planning Approval;
- (r) the AA must:
 - (i) as may be requested by the DPIE or the Community Complaints Mediator (as required by Condition B11 of the Planning Approval), help plan, attend or undertake audits of noise and vibration management of the CSSI including briefings, and site visits;
 - (ii) in the event that conflict arises between the Principal and the community in relation to the noise and vibration performance of the CSSI, follow the procedure in the Communication Strategy required under Condition B1 of the Planning Approval to attempt to resolve the conflict, and if it cannot be resolved, notify the DPIE,
 - (iii) consider relevant minor amendments made to the CEMP, relevant CEMP Sub-plans and noise and vibration monitoring programs that require updating or are of an administrative nature, and are consistent with the terms of the Planning Approval and the management plans and monitoring programs approved by the DPIE and, if satisfied such amendment is necessary, endorse the amendment, (this does not include any modifications to the terms of this approval);
 - (iv) review the noise impacts of minor construction ancillary facilities, and
 - (v) prepare and submit to the DPIE and other relevant regulatory agencies, for information, a Monthly Noise and Vibration Report detailing the AA's actions and decisions on matters for which the AA was responsible in the preceding month. The Monthly Noise and Vibration Report must be submitted within

seven (7) days following the end of each month for the duration of the AA's engagement for the CSSI, or as otherwise approved by the DPIE; and

- (s) the AA must give the Principal (in relation to Phase 1 Services) or the Project Parties (in relation to Phase 2 Services) a copy any notice, report, communication, information or document provided to the DPIE or the Community Complaints Mediator at the same time.

Schedule 3

Payment Schedule

1. PAYMENT CLAIM

1.1 Phase 1 Services

At the end of each month after the Term commences and within 10 Business Days after the Contractor Accession Date, the AA must submit to the Principal an account for payment on account of the Fees in respect of the Phase 1 Services:

- (a) setting out the Fees payable in accordance with this Payment Schedule for the Phase 1 Services performed in accordance with this deed during the relevant month;
- (b) setting out the total Fees previously paid for Phase 1 Services and the remaining balance of the Upper Limiting Fee; and
- (c) in such form and with such details and supporting documentation as the Principal may reasonably require (including details of the time expended by the AA in performing the Phase 1 Services).

1.2 Phase 2 Services

At the end of each month after the Contractor Accession Date, the AA must submit to the Project Parties an account for payment on account of the Fees in respect of the Phase 2 Services:

- (a) setting out the Fees payable in accordance with this Payment Schedule for the Phase 2 Services performed in accordance with this deed during the relevant month;
- (b) setting out the total Fees previously paid for the Services and the remaining balance of the Upper Limiting Fee; and
- (c) in such form and with such details and supporting documentation as the Project Parties may reasonably require (including details of the time expended by the AA in performing the Phase 2 Services).

2. PAYMENT

Within 15 Business Days after receipt of an account in compliance with clause 1.1 or 1.2:

- (a) in respect of the Phase 1 Services, the Principal must pay the AA [REDACTED] of the Fees attributable to the Phase 1 Services performed during the relevant month which is not disputed; and
- (b) in respect of the Phase 2 Services, the Contractor and the Principal must each pay the AA [REDACTED] of the Fees attributable to the Phase 2 Services performed during the relevant month which is not disputed.

3. NOTIFICATION OF DISPUTED AMOUNTS

3.1 Phase 1 Services

In respect of the Phase 1 Services:

- (a) if the Principal disagrees with an amount included in an account, the Principal must, by written notice within 10 Business Days after the receipt of the account, notify the AA in writing of the reasons for any amount which is disputed; and
- (b) if the Principal and the AA do not resolve the matter within 10 Business Days after the issue of the Principal's written notice, the Principal (acting reasonably and independently) must determine the dispute.

3.2 Phase 2 Services

In respect of the Phase 2 Services:

- (a) if the Principal and the Contractor disagree with an amount included in an account, the Principal and the Contractor must, by joint written notice, notify the AA (with a copy to the other parties) in writing of the reasons for any amount which is disputed; and
- (b) if the parties do not resolve the matter within 10 Business Days after the issue of the Principal's and the Contractor's joint written notice, the Principal (acting reasonably and independently) must determine the dispute.

4. THE FEES

4.1 General

- (a) The Fees for the Services consist of:
 - (i) amounts determined in accordance with clause 4.1(b) for personnel; and
 - (ii) amounts determined in accordance with clause 4.1(d) for disbursements.
- (b) Subject to clause 4.2(a), the Fees payable for personnel time spent performing the Services in accordance with this deed will be determined using the hourly rates set out in Table 1 in this Payment Schedule as adjusted in accordance with clause 5(b).

Table 1: Personnel Fees for Services

Personnel	Hourly Rate (\$) (excluding GST)	
	Year 1	
██████████ (Key person)	██████████	
Phase Summary	Hours	Upper Limiting Fee
Phase 1	105	██████████
Phase 2	870	
Phase 1 + Phase 2	975	

- (c) Table 2 in this Payment Schedule sets out the hourly rates to be used for:
 - (i) the alternative key person under clause 3.4(c) of this deed; or

- (ii) any other personnel listed in the table that perform Services in accordance with clause 3.4(h) of this deed.

If a replacement key person under clause 3.4(f) of this deed or person performing Services in accordance with clause 3.4(h) is not listed in the table below, the AA and Project Parties must agree the rate for the person before they are appointed or perform any Services.

Table 2: Rates for alternative and other personnel for the Services

Personnel	Hourly Rate (\$) (excluding GST)
	Year 1
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> (Replacement key person)	<div style="background-color: black; width: 50px; height: 15px;"></div>

- (d) Subject to clause 6, disbursements for travel required outside the Sydney metropolitan area which have been reasonably and properly incurred by the AA for the sole purpose of performing the Services in accordance with this deed will be payable to the AA as Fees.

4.2 Upper Limiting Fee

- (a) The Fees payable under clause 4.1(b) will be limited in the aggregate to the Upper Limiting Fee.
- (b) The Upper Limiting Fee is (excl GST).
- (c) The Upper Limiting Fee assumes Completion will occur within 66 months after the date of this deed.
- (d) The Project Parties may require an extension to the assumed time for Completion under clause 4.2(c) as a Variation under clause 6(a) of this deed.
- (e) The Upper Limiting Fee is subject to adjustment in accordance with clause 6(c) of this deed.

4.3 Indicative Monthly Fees

The expected personnel time and Fees under clause 4.1(b) for each month is set out in the following table. If requested by the Project Parties, the AA must provide a revised table setting out the reasonably expected personnel time and Fees for personnel time for each month current at that time.

5. **RATES**

- (a) The rates in clause 4.1 contain allowances for the provision of all materials, work and other costs necessary for and arising out of or in connection with the Services, other than travel outside the Sydney metropolitan area. Disbursements may only be claimed in accordance with clause 6 of this Payment Schedule.
- (b) The rates in clauses 4.1 will be fixed until the first anniversary of the date of this deed. On the first anniversary of the date of this deed, the rates in clauses 4.1 will be escalated by [REDACTED] and subsequently on each anniversary of the date of this deed, the applicable rate of the prior 12 months will be escalated by [REDACTED]. The Upper Limiting Fee takes into account the escalation of these rates and is not escalated under this deed.

6. **DISBURSEMENTS**

- (a) The AA will only be entitled to reimbursement of disbursements under clause 4.1(d) if:
 - (i) those disbursements are supported by documentation provided to the Project Parties which is satisfactory to the Project Parties; and
 - (ii) where the disbursement exceeds [REDACTED] (excl GST), the disbursement was approved in writing by the Project Parties prior to being incurred.
- (b) The AA is not entitled to reimbursement of costs relating to vehicles and telecommunications.

7. **GST**

All lump sums, rates and amounts in this Payment Schedule exclude GST.

Schedule 4

Commercially Sensitive Information

All dollar amounts in the Payment Schedule.

EXECUTED as a deed.

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

Signature of Witness

Authorised Delegate

Name of Witness

Name of Authorised Delegate

Signed, sealed and delivered by
Resonate Consultants Pty Ltd (ABN 86
152 097 955) in accordance with section
127(1) of the Corporations Act 2001
(Cth):

Signature of Director

Signature of Secretary / other Director

Name of Director in full

Name of Secretary / other Director in full

EXHIBIT K

AIP Plan

(Clause 7.19 (*AIP Plan*))

The documents that form Exhibit K (AIP) are comprised of the documents contained in the folder titled "Exhibit K (AIP Plan)" in a hard drive identified as "M6 Stage 1 D&C Deed – Electronic Material".