

D&C Project Deed Schedules
IC-DC-C91-2 Ed 1/Rev 25, June 2016

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Schedule 1

Contract Information

Item	Clause	Insert information
1.	Contractor (Clause 23.2: Definition)	Name: Lendlease Engineering Pty Ltd ABN: 40 000 201 516 Address: Level 14 Tower Three International Towers Sydney, Exchange Place 300 Barangaroo Avenue, Barangaroo NSW 2000
2.	Construction Contract Sum (Clause 23.2: Definition)	██████████ (excluding GST)
3.	Date for Construction Completion (Clause 23.2: Definition)	136 weeks from the date of the deed
3A.	Date for Staged Commencement (Clause 23.2: Definition)	9 January 2017
3B.	Date for Interface Milestone Completion (Clause 23.2: Definition)	31 July 2018
4.	Design Contract Sum (Clause 23.2: Definition)	██████████ (excluding GST)
5.	Not Used	Not Used
6.	Existing Highway (Clause 23.2: Definition)	Includes the following roads: (a) the Northern Road; and (b) the M4 highway.
7.	Incentive Amount Pool (Clause 23.2: Definition)	██████ as at the date of the deed
7A.	Initial Contract Sum (Clause 23.2: Definition)	██████████ (excluding GST)
7B.	Initial Design Contract Sum (Clause 23.2: Definition)	██████████ (excluding GST)
8.	Landscaping Maintenance Period (Clause 23.2: Definition)	18 months

Item	Clause	Insert information
9.	Parent Company Guarantor (Clause 23.2: Definition)	In respect of Lendlease Engineering Pty Ltd: Name: Lendlease Construction Australia Holdings Pty Ltd ABN: 50 147 880 966 Address: Level 14 Tower Three International Towers Sydney, Exchange Place 300 Barangaroo Avenue, Barangaroo NSW 2000
10.	Baseline Environmental Assessment Requirements (Clause 23.2: Definitions)	The requirements of the Review of Environmental Factors titled: <i>The Northern Road Stage 3 North Glenmore Parkway to Jamison Road</i> <i>Review of environmental factors</i> <i>EIA-P05-G02-T03</i> <i>April 2016</i> ("REF"), a copy of which is contained in Exhibit E.
11.	Proof Engineer (Clause 23.2: Definition)	Name: Aurecon Australasia Pty Ltd ABN: 54 005 139 873 Address: Level 5, 116 Military Road Neutral Bay NSW 2089
12.	Project Verifier (Clause 23.2: Definition)	Name: Jacobs Group (Australia) Pty Limited ABN: 37 001 024 095 Address: Level 7, 177 Pacific Highway, P.O. Box 632, North Sydney, NSW, 2060, Australia
13.	RMS Insurance Broker (Clause 23.2: Definition)	Corporate Risk Services Aon Risk Services Australia Limited ABN 17 000 434 720 Level 33, Aon Tower 201 Kent Street Sydney NSW 2000 Telephone: 61 2 9253 7000 (General) Telephone: 61 2 9253 7615 (Direct) Facsimile: 61 2 9253 7102
13A	Road Occupancy Authority (Clause 23.2: Definition)	<input checked="" type="checkbox"/> Transport Management Centre (for the Existing Highway) <input type="checkbox"/> RMS regional office (please specify): <input checked="" type="checkbox"/> Other (please specify): Penrith City Council for roads other than the Existing Highway

Item	Clause	Insert information	
13B	Elements of the Temporary Works to be verified by Project Verifier (Clause 2.4(a)(i)(B))	<p>Those elements of the Temporary Works:</p> <ul style="list-style-type: none"> (a) that may have any impact on the amenity, performance or functionality of areas open to members of the public; or (b) that may pose any potential risk to the health or safety of any member of the public, or any potential risk of damage to property of any person; and <p>including Temporary Works associated with:</p> <ul style="list-style-type: none"> (c) bridge spans exceeding 35 metres; (d) retaining walls with effective retained heights greater than 6 metres; (e) post-tensioned concrete structures; (f) bridge decks with skew exceeding 35 degrees; (g) precast arch structures; (h) bridges with a superstructure consisting of precast prestressed concrete girders and cast in-situ deck slab, where the girders are made continuous for live load or the superstructure is made fully integral with the substructure; (i) cable stayed or suspension bridges; and (j) steel orthotropic decks. 	
14.	Elements of the Project Works and the Temporary Works to be assessed and verified by Proof Engineer (Clause 2.5(d)(ii))	<p>Those elements of the Project Works and Temporary Works including:</p> <ul style="list-style-type: none"> (a) bridge spans exceeding 35 metres; (b) retaining walls with effective retained heights greater than 6 metres; (c) post-tensioned concrete structures; (d) bridge decks with skew exceeding 35 degrees; (e) precast arch structures; (f) bridges with a superstructure consisting of precast prestressed concrete girders and cast in-situ deck slab, where the girders are made continuous for live load or the superstructure is made fully integral with the substructure; (g) cable stayed or suspension bridges; and (h) steel orthotropic decks. 	
15.	Subcontractors (Clause 2.8(c))	Part of the Contractor's Work	Subcontractor
		Design Consultant(s) including structural designers, road and bridge designers and environmental designers:	ARUP Pty Ltd ABN: 18 000 966 165 Parsons Brinckerhoff Australia Pty Ltd ABN: 80 078 004 798 Lendlease Engineering Pty Ltd ABN: 40 000 201 516
		Temporary Works Designer:	Lendlease Engineering Pty Ltd ABN: 40 000 201 516

Item	Clause	Insert information	
		Environmental designers:	Arup Pty Ltd ABN: 18 000 966 165 Parsons Brinckerhoff Australia Pty Ltd ABN: 80 078 004 798 Lendlease Engineering Pty Ltd ABN: 40 000 201 516
		Roadworks Construction Entity:	Lendlease Engineering Pty Ltd ABN: 40 000 201 516
		Bridgeworks Construction Entity:	Lendlease Engineering Pty Ltd ABN: 40 000 201 516
		Geotechnical Consultant:	ARUP Pty Ltd ABN: 18 000 966 165 Parsons Brinckerhoff Australia Pty Ltd ABN: 80 078 004 798 Lendlease Engineering Pty Ltd ABN 40 000 201 516
		Urban and Landscape Design Consultant:	Conybeare Morrison International Pty Ltd ABN: 50 055 972 248
		Noise Mitigation Design Consultant:	ARUP Pty Ltd ABN: 18 000 966 165 Parsons Brinckerhoff Australia Pty Ltd ABN: 80 078 004 798 Lendlease Engineering Pty Ltd ABN 40 000 201 516
16.	Aboriginal participation (Clause 3.12)	<p>1) The Project Aboriginal Participation Category is: Category 2</p> <p>2) The Targeted Project Spend (TPS) at the date of this deed is: [REDACTED] (excl GST)</p> <p>3) Is the Contractor required to submit an Aboriginal Participation Plan and Aboriginal Participation Reports? Yes, at times specified in the Deed</p> <p><i>[Note: See the NSW Government Aboriginal Participation in Construction Policy (1 May 2015 or later update) for further details.]</i></p>	
17.	Notice details for RMS (Clause 3.17(a)(i))	Address for notices: Fax: Attention:	20-44 Ennis Road Milsons Point NSW 2061 (for delivery by hand) 22-44 Ennis Road Milsons Point NSW 2061 (for delivery by post) Not Used Director Infrastructure Development

Item	Clause	Insert information	
18.	Notice details for RMS Representative (Clauses 3.17(a)(ii) & 3.17(d)(i))	Address for notices:	27-31 Argyle Street, Parramatta, NSW 2150 Australia (for delivery by hand) PO Box 973, Parramatta, NSW 2124 Australia (for delivery by post)
		Fax:	+61 2 8849 2918
		Attention:	Peter Ross
		Email:	Peter.Ross@rms.nsw.gov.au
19.	Notice details for Contractor (Clauses 3.17(a)(iii) & 3.17(d)(ii))	Address for notices:	Level 14 Tower Three International Towers Sydney Exchange Place 300 Barangaroo Avenue Barangaroo NSW 2000
		Fax:	(02) 9499 0470
		Attention:	Adrian Pearse
		Email:	Adrian.pearse@lendlease.com
20.	National Building Code (Clause 5.10(a))	Contractor's Work is partially or fully funded by the Commonwealth.	
20A	Australian Industry Participation Plan (Clause 5.17)	Is the Contractor required to implement and comply with the Certified AIP Plan? Yes	
21.	Workers compensation insurance (Clauses 7.5(a) & 7.5(a)(i))	Minimum cover:	As required by Law
		Insurer:	QBE Workers Compensation (NSW) Limited
		Policy number:	1SFC092884GWC154
		Period of cover:	Until the end of all Defects Correction Periods
22.	Motor vehicle fleet / mobile plant insurance (Clauses 7.5(a) & 7.5(a)(ii))	Minimum cover:	██████████ for any one occurrence, and unlimited in the aggregate with regard to the number of occurrences.
		Insurer:	Allianz Australia Limited; Infrastructure Risk Management Services Limited & others
		Policy number:	76708
		Period of cover:	Until the end of all Defects Correction Periods

Item	Clause	Insert information
23.	Asbestos liability insurance (Clause 7.6(a))	<p>Minimum cover: If any work for or in connection with this deed includes asbestos decontamination, ██████████ for any one occurrence in respect of public liability and in the aggregate during the period of insurance in respect of products liability.</p> <p>Asbestos removalists liability sub-limited to ██████████ for any one claim and in the aggregate during the period of insurance (claims made).</p> <p>Insurer: To be advised to RMS by the Contractor prior to undertaking any work for or in connection with this deed that includes asbestos decontamination.</p> <p>Policy number: To be advised to RMS by the Contractor prior to undertaking any work for or in connection with this deed that includes asbestos decontamination.</p> <p>Period of cover: Until the end of all Defects Correction Periods</p>
24.	Marine liability and marine protection and indemnity insurance (Clause 7.6(b))	Not used.
25.	Site Conditions (Clause 10.6(a)(i)B)	<p><input checked="" type="checkbox"/> Aboriginal heritage</p> <p><input checked="" type="checkbox"/> European heritage</p> <p><input checked="" type="checkbox"/> Contamination as defined in the <i>Contaminated Land Management Act 1997</i> (NSW), being Contamination that is not introduced or caused by the Contractor or the Contractor's Subcontractors</p> <p><i>[Note: The objects or substances which are noted with a cross will constitute a Site Condition for the purpose of clause 10.6 of this deed, provided the other requirements of clause 10.6 are satisfied.]</i></p>
25A	Preparation of Design Documentation (Clause 12.2(k))	Subject to clause 12.2(ka), the Contractor may use for construction purposes Design Documentation which has not been prepared, reviewed, certified, verified and not rejected in accordance with clauses 12.2(a) to 12.2(j) but is the Substantial Detailed Design which has been developed, prepared and submitted in accordance with clause 12.2(d) and only after a period of a minimum of 14 days has elapsed after the date that the Substantial Detailed Design was given under the provisions of clause 12.2 of the deed in respect of the following aspects of the Project Works and the related design lots: Nil
25B	Preparation of Design Documentation (Clause 12.2(kb))	The following elements of the Works are not required to be included in the Design Documentation for the Substantial Detailed Design stage: Nil

Item	Clause	Insert information														
26.	Agreed delay costs (Clause 17.6(a)(i))	<p>For any extension of time under clause 17.5 that qualifies under clause 17.6 for payment of agreed costs, only one of the following rates applies, according to when the relevant period of delay occurs (as determined by RMS Representative, acting reasonably):</p> <p>RMS' maximum per day liability is as follows:</p> <table border="1" data-bbox="663 465 1342 1243"> <thead> <tr> <th data-bbox="663 465 1121 573">Period during the Contractor's Work when the relevant delay occurs</th> <th data-bbox="1121 465 1342 573">Delay costs rate (\$/day) (excluding GST)</th> </tr> </thead> <tbody> <tr> <td data-bbox="663 573 1121 707">Delay occurring in connection with the Contractor's Work prior to commencement of construction activities on the Construction Site.</td> <td data-bbox="1121 573 1342 707">██████ per day</td> </tr> <tr> <td data-bbox="663 707 1121 842">Delay occurring in connection with the Contractor's Work after commencement of construction activities on the Construction Site:</td> <td data-bbox="1121 707 1342 842"></td> </tr> <tr> <td data-bbox="663 842 1121 943">a. during the first quarter of the construction activities associated with the Contractor's Work</td> <td data-bbox="1121 842 1342 943">██████ per day</td> </tr> <tr> <td data-bbox="663 943 1121 1043">b. during the second quarter of the construction activities associated with the Contractor's Work</td> <td data-bbox="1121 943 1342 1043">██████ per day</td> </tr> <tr> <td data-bbox="663 1043 1121 1144">c. during the third quarter of the construction activities associated with the Contractor's Work</td> <td data-bbox="1121 1043 1342 1144">██████ per day</td> </tr> <tr> <td data-bbox="663 1144 1121 1243">d. during the final quarter of the construction activities associated with the Contractor's Work</td> <td data-bbox="1121 1144 1342 1243">██████ per day</td> </tr> </tbody> </table>	Period during the Contractor's Work when the relevant delay occurs	Delay costs rate (\$/day) (excluding GST)	Delay occurring in connection with the Contractor's Work prior to commencement of construction activities on the Construction Site.	██████ per day	Delay occurring in connection with the Contractor's Work after commencement of construction activities on the Construction Site:		a. during the first quarter of the construction activities associated with the Contractor's Work	██████ per day	b. during the second quarter of the construction activities associated with the Contractor's Work	██████ per day	c. during the third quarter of the construction activities associated with the Contractor's Work	██████ per day	d. during the final quarter of the construction activities associated with the Contractor's Work	██████ per day
Period during the Contractor's Work when the relevant delay occurs	Delay costs rate (\$/day) (excluding GST)															
Delay occurring in connection with the Contractor's Work prior to commencement of construction activities on the Construction Site.	██████ per day															
Delay occurring in connection with the Contractor's Work after commencement of construction activities on the Construction Site:																
a. during the first quarter of the construction activities associated with the Contractor's Work	██████ per day															
b. during the second quarter of the construction activities associated with the Contractor's Work	██████ per day															
c. during the third quarter of the construction activities associated with the Contractor's Work	██████ per day															
d. during the final quarter of the construction activities associated with the Contractor's Work	██████ per day															

Item	Clause	Insert information
26A	Agreed delay costs (Clause 17.6(a)(iA))	<p>(a) The Contractor will be entitled to be paid an amount equal to the IWDC to be determined by RMS Representative using the following formula:</p> $IWDC = \sum_{n=1}^n (d_n - b) * R_n$ <p>where:</p> <p>d_n = Inclement EOT Days for month n. b = Benchmark Inclement EOT Days for a month. n = the number of the applicable month in the Qualifying Period (counted from the commencement of the Qualifying Period) and where the maximum value of n is equal to the total number of months (or part months) in the Qualifying Period. R_n = [REDACTED] per day (exclusive of GST) which rate, as at the date of this deed, is based on 5 working days per week less statutory holidays and RDOs, but which rate is to be proportionally adjusted (as applicable) to the extent to which the current Subsidiary Contract Program submitted under clause 17.1(d) for the month is not based on a 5 working day week.</p> <p>(b) A provisional determination of the Contractor's entitlement under paragraph (a) will be made by RMS Representative applying the formula in paragraph (a) each month during the Qualifying Period, subject to and in accordance with this Item 26A.</p> <p>(c) Subject to paragraph (d), the Contractor will be provisionally paid an amount such that the total payment to the Contractor under this Item 26A for the period up to and including current month n is equal to the IWDC amount determined under paragraph (b) provided the IWDC amount is greater than zero.</p> <p>(d) To the extent that the Contractor has received any payment under paragraph (c) and in any one or more subsequent months the IWDC is:</p> <ul style="list-style-type: none"> (i) less than zero; or (ii) less than the IWDC calculated in the previous month, <p>RMS is entitled to be repaid by the Contractor on demand, provided however that the Contractor's obligation to make a payment under this paragraph (d) will cease upon the Contractor having repaid all amounts received under paragraph (c) during the course of the Qualifying Period.</p> <p>(e) For the purposes of this item 26A: Benchmark Inclement EOT Days means:</p> <ul style="list-style-type: none"> (i) where month n is a full month in the Qualifying Period, 4 days (which number of days, as at the date of this deed, is based on 5 working days per week less statutory holidays and RDOs, but which number of days is to be proportionally adjusted (as applicable) to the extent to which the current Subsidiary Contract Program submitted under clause 17.1(d) for the month is not based on a 5 working day week); or

Item	Clause	Insert information
26A (Cont.)		<p>(ii) where month n is a part month in the Qualifying Period (which may apply in the first and last month n), a pro rata reduction of 4 days (which number of days, as at the date of this deed, is based on 5 working days per week less statutory holidays and RDOs, but which number of days is to be proportionally adjusted (as applicable) to the extent to which the current Subsidiary Contract Program submitted under clause 17.1(d) for the month is not based on a 5 working day week) rounded to the nearest whole number, based on the number of days in the part month n compared to a 30 day month.</p> <p>Inclement EOT Days means, in respect of the applicable month n in the Qualifying Period, the total number of days that the Contractor is granted an extension of time under clause 17.5 for the cause of delay referred to in paragraph (e) of the definition of "Excusable Cause of Delay" (inclement weather).</p> <p>IWDC means, at the time of calculation, the amount calculated in accordance with paragraph (a).</p> <p>Qualifying Period means the period:</p> <p>(i) commencing on the commencement of substantial clearing and grubbing activities prior to major earthworks associated with the Contractor's Work on the Construction Site, as determined by RMS Representative; and</p> <p>(ii) ending on the earlier of:</p> <p>(A) the Date for Construction Completion; and</p> <p>(B) the Date of Construction Completion.</p> <p>(f) To assist in the interpretation of this Item 26A, a worked example has been prepared to demonstrate the operation of this Item 26A, which is included as Attachment A to this Schedule 1.</p>
27.	Liquidated Damages (Clause 17.9(d)(i))	<p>██████ per day (excluding GST)</p>
28.	Liquidated Damages where Opening Completion has been achieved (Clause 17.9(d)(ii))	<p>██████ per day (excluding GST)</p>
29.	References to Scope of Works and Technical Criteria	<p>(a) (Clause 2.5(d)(ii)B) Section 5.15(e)</p> <p>(b) (Clause 3.8(a)) Appendix 21</p> <p>(c) (Clause 3.8(b)(i)) Appendices 35 to 45</p> <p>(d) (Clause 3.8(b)(ii)) Section 2.12</p> <p>(e) (Clause 3.8(c)) Appendix 21</p> <p>(f) (Clause 3.8(g)(ii)D) Appendix 21</p>

Item	Clause	Insert information
	(g) (Clause 3.8(g)(ii)G)	Appendix 21
	(h) (Clause 3.8(k))	Appendix 21
	(i) Not Used	
	(j) (Clause 5.2(b))	Appendix 4
	(k) (Clause 5.4)	Section 2.11
	(l) (Clause 5.14(a)(ii))	Section 7.19
	(m) (Clause 5.14(d))	Section 7.19.1(a)
	(n) (Clause 9.4(a))	Not applicable
	(o) (Clause 11.1(a))	Section 3.1
	(p) (Clause 11.1(b))	Section 2 of Appendix 21
	(q) (Clause 12.2(d))	Section 3 of Appendix 24
	(r) (Clause 13.2(j))	Section 2.3.2
	(s) (Clause 16.7(d))	Section 7.14(a)(i)
	(t) (Clause 17.1(c)(i))	Section 2 of Appendix 24
	(u) (Definition of 'Aboriginal Participation Plan')	Section 14 of Appendix 21
	(v) (Definition of 'Chain of Responsibility Management Plan')	Section 16 of Appendix 21
	(w) (Definition of 'Community Involvement Plan')	Section 8 of Appendix 21
	(x) (Definition of 'Concept Design')	Appendix 30
	(y) (Definition of 'Construction Plan')	Section 6 of Appendix 21
	(z) (Definition of 'Contractor Documentation Schedule')	Appendix 24
	(aa) (Definition of 'Design Plan')	Section 5 of Appendix 21
	(bb) (Definition of 'Environmental Documents')	Appendix 4

Item	Clause	Insert information
	(cc) (Definition of 'Environmental Management Plans')	Section 4 of Appendix 21
	(dd) (Definition of 'Landscaping Maintenance')	Section 2.2.2
	(ee) (Definition of 'Landscaping Maintenance Plan')	Appendix 21
	(ff) (Definition of 'Local Road Corridors')	Appendix 2
	(gg) (Definition of 'Local Road Works')	Sections 2.3.3 and 6.2
	(hh) (Definition of 'Local Road Works Areas')	Appendix 2
	(ii) (Definition of 'Maintenance Plan')	Appendix 21
	(jj) (Definition of 'Nominated Authority')	Section 3.1.4(a)
	(kk) (Definition of 'Project WHS Management Plan')	Section 9 of Appendix 21
	(ll) (Definition of 'Property Works')	Sections 2.3.2 and 6.1
	(mm) (Definition of 'Provisional Sum Work')	Appendix 19
	(nn) (Definition of 'Quality Plan')	Section 2 of Appendix 21
	(oo) (Definition of 'Site')	Appendix 2
	(pp) (Definition of 'Temporary Works Areas')	Appendix 2
	(qq) (Definition of 'Traffic Management and Safety Plan')	Section 10 of Appendix 21
	(rr) (Definition of 'Workplace Relations Management Plan')	Section 2.8 Section 15 of Appendix 21

Item	Clause	Insert information
	(ss) (Definition of 'Chainage')	Section 1.7(ee)
30.	References to Contractor Documentation Schedule	
	(a) (Clause 3.14(a))	Not used
	(b) (Clause 17.1(d))	Section 2 of Appendix 24
31.	References to Exhibits	
	(a) (Clause 23.1(a)(x)A)	Exhibits A, B and D
	(b) (Clause 23.1(a)(x)A)	Exhibit C
	(c) (Definition of 'Contract Program')	Exhibit C
	(d) (Definition of 'Deed of Disclaimer')	Exhibit D
	(e) (Definition of 'Baseline Environmental Assessment Requirements')	Exhibit E
	(f) (Definition of 'Scope of Works and Technical Criteria')	Exhibit A
	(g) (Definition of 'Site Access Schedule')	Exhibit B
	(h) (Electronic files referred to in the Scope of Works and Technical Criteria including its appendices, Exhibit C (Contract Program) and Schedule 12D)	Exhibit F

ATTACHMENT A TO SCHEDULE 1 – WET WEATHER DELAY COSTS CALCULATION – WORKED EXAMPLE

Wet Weather Delay Costs - Worked example																
																Total
Month n	N/A	N/A	N/A	1	2	3	4	5	6	7	8	9	10	11	12	
Daily rate for delay costs (in thousands)	0	0	0	50	50	50	50	50	50	50	50	50	50	50	50	
Benchmark Inclement EOT Days	N/A	N/A	N/A	7	7	7	7	7	7	7	7	7	7	7	7	84
Inclement EOT Days	N/A	N/A	N/A	0	12	9	11	9	9	7	3	4	10	13	9	96
Total Inclement EOT Days over Benchmark Inclement EOT Days																12
It is assumed that the Qualifying Period expires at the end of month 12																
It is assumed that the Subsidiary Contract Program is based on 5 working days, less statutory holidays and RDOs for the entire Qualifying Period																
(Inclement EOT Days) - (Benchmark Inclement EOT Days)				-7	5	2	4	2	2	0	-4	-3	3	6	2	12
[(Inclement EOT Days) - (Benchmark Inclement EOT Days)] x (Daily rate)				-350	250	100	200	100	100	0	-200	-150	150	300	100	
Cumulative assessment of IWDC (in thousands)				-350	-100	0	200	300	400	400	200	50	200	500	600	600
Monthly payment (if any) by RMS to the Contractor (in thousands)				0	0	0	200	100	100	0	0	0	150	300	100	
Monthly payment (if any) by Contractor to RMS (in thousands)				0	0	0	0	0	0	200	150	0	0	0	0	

Schedule 2

Design Payment Schedule

(clause 23.2 (definition of "Design Payment Schedule"))

The following schedule is for payment for the performance of the Contractor's obligations to prepare all Design Documentation for each element of the Project Works and Temporary Works set out in the schedule.

Table 2-1: Cost Centre 1 Design Payment Schedule

Milestone	Description	Value (Excl. GST)
1.1	Works horizontal and vertical road alignments including cross sections	██████████
1.2	Other Roads horizontal and vertical road alignments including cross sections	██████████
1.3	Geotechnical design, including foundation and batter treatments	██████████
1.4	Property Works	██████████
1.5	Noise walls	██████████
1.6	Environmental works	██████████
1.7	Service Works	
1.7.1	Water Service Works	██████████
1.7.2	Electrical Service Works	██████████
1.7.3	Not used	
1.7.4	Gas Service Works	██████████
1.7.5	Other Service Works	Nil
1.8	Shared pedestrian/cycle facilities	██████████
1.9	Operational, maintenance and emergency vehicle access	██████████
1.10	Intelligent Transport Systems	██████████
1.11	Street lighting	██████████
1.12	Surface drainage, pavement drainage and water quality basins	██████████
1.13	Subgrade and pavement	██████████
1.14	Interchanges and intersections	██████████
1.15	Bridges:	
1.15.1	New M4 Motorway Interchange bridge	██████████
1.15.2	Other bridges and structures	██████████
1.16	Drainage culverts and structures	██████████
1.17	Fauna crossings	Nil
1.18	Retaining walls	██████████
1.19	Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc.	██████████
1.20	Urban design, landscaping and regeneration	██████████
1.21	Temporary Works	██████████
1.22	Project Verifier's design verification services: (a) Project Verifier's Fees (b) Contractor's margin and contingency	██████████ ██████████

Milestone	Description	Value (Excl. GST)
1.23	Proof Engineer	██████████
1.24	Additional and/or balancing items required to complete the design and documentation of the Project Works and Temporary Works	██████████
TOTAL (Excl. GST)		\$12,780,526.00

Payment Constraints:

1. With respect to any Milestone in the Design Payment Schedule:
 - (a) subject to paragraphs 1(b) and 2, RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed.

For those design elements that require Design Documentation for the Substantial Detailed Design, payment for each stage of the Design Documentation process for each of those discrete design elements of the Contractor's Work for Milestones 1.1 to 1.22 inclusive will not exceed:

- (i) 30% of the total value of the discrete design element at the Developed Concept Design stage;
- (ii) not used;
- (iii) 85% of the total value of the discrete design element at the Substantial Detailed Design stage;
- (iv) 90% of the total value of the discrete design element at the Final Design Documentation stage; and
- (v) 100% of the total value of the discrete design element at the IFC Design Documentation stage; and

- (b) notwithstanding paragraph (a):
 - (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and
 - (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.

2. With respect to any Milestone in the Design Payment Schedule, RMS is not obliged to pay the Contractor any more than 90% of the value of the Milestone until all Final Design Documentation relevant to that Milestone have:
 - (a) been verified by the Project Verifier and Proof Engineer, and certified by the relevant Subcontractor and the Contractor under clause 12.2(h) of this deed;
 - (b) been submitted to RMS Representative under clause 12.2(d) of this deed; and
 - (c) not been rejected by RMS Representative under clause 12.2(i) of this deed.

3. **Contractor's Hourly Rates:**

The Contractor's hourly rates for valuing adjustments to the Design Contract Sum arising from Variations valued under clause 15.4(e)(i) of this deed are listed below. Rates listed below do not include profit margin, off-site overheads or GST. These rates will not be subject to Construction Rise and Fall.

CATEGORY	RATE (\$/HOUR) (excl. GST)
Project Director (design consultant)	██████████
Senior Design Manager (design consultant)	██████████

CATEGORY	RATE (\$/HOUR) (excl. GST)
Design Manager (design consultant)	
Senior Road Engineer	
Experienced Road Engineer	
Principal MX Designer / CADD Operator	
Senior Draftsman / CADD or MX Operator	
Experienced Draftsman/CADD or MX operator	
Draftsman/CADD or MX operator	
Principal Structural Engineer / Manager	
Principal Hydrologist/Drainage Designer	
Senior Hydrologist/Drainage Designer	
Experienced Hydrologist/Drainage Designer	
Hydrologist/Drainage Designer	
Principal Geotechnical Engineer/Scientist	
Senior Geotechnical Engineer/Scientist	
Experienced Geotechnical Engineer/Scientist	
Geotechnical Engineer/Scientist	
Senior Geotechnical Field Supervisor	
Geotechnical Field Supervisor	
Laboratory Technician	
Principal Pavements Design Engineer	
Senior Pavements Design Engineer	
Experienced Pavements Design Engineer	
Pavements Design Engineer	
Principal Environmental Engineer/Scientist	
Senior Environmental Engineer/Scientist	
Experienced Environmental Engineer/Scientist	
Environmental Engineer/Scientist	
Principal Urban/Landscape Design Architect	
Senior Urban/Landscape Design Architect	
Experienced Urban/Landscape Design Architect	
Principal Utilities Designer/Manager	
Senior Utilities Designer/Manager	
Experienced Utilities Designer/Manager	
Utilities Designer/Manager	
Graduate Engineer/Scientist	
Senior Administrator	
Administration Assistant	

Project Director (design consultant)

Typically has greater than 15 years experience in major road and bridge design projects. The Project Director (design consultant) must have (as a minimum) an appropriate bachelor degree qualification, and must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

Senior Design Manager (design consultant)

Typically has greater than 15 years experience in major road and bridge design projects. The

Senior Design Manager (design consultant) must have (as a minimum) an appropriate bachelor degree qualification, and must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

Design Manager (design consultant)

Typically has greater than 10 years experience in major road and bridge design projects. The Design Manager (design consultant) must have (as a minimum) an appropriate bachelor degree qualification, and must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

Hierarchy of Skills/Experience

All engineers nominated within the schedule must have (as a minimum) a bachelor degree in an appropriate field of engineering (being, unless otherwise agreed by RMS, civil, environmental, structural or geotechnical engineering). All scientists nominated within the schedule must have (as a minimum) a bachelor degree in an appropriate field of science.

1. **Principal** – Typically greater than 15 years experience in major road and bridge projects in the same or similar role to that nominated. Must have had a high performance within positions held, and appropriate formal education level for the position. Resource must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.
2. **Senior** - Senior resource with greater than 10 years experience in road and bridge projects in a similar role to that nominated. Must have had high performance within positions held, and appropriate formal education level for position. Resource must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.
3. **Experienced** – Resource with greater than 5 years experience in major road and bridge projects in a similar role to that nominated. Must have appropriate formal education level for position. Resource must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.
4. **Designer/Engineer/Scientist** - Qualified resource with greater than 2 years of relevant and recent (within past 5 years) experience.
5. **Graduate / Qualified** – Resource has achieved relevant qualification and is working as a professional.

4. **Margin for Variations**

Where the adjustment to the Design Contract Sum is to be made as a result of valuing Variations under clause 15.4(e)(i) or clause 15.4(e)(iii) of this deed, the total amount to be added to the reasonable cost of the relevant work (exclusive of GST) on account of off-site overheads and profit margin is **10%**, regardless of whether the adjustment to the Design Contract Sum is to be an increase or a decrease.

Schedule 3

Construction Payment Schedule

(clause 23.2 (definition of "Construction Payment Schedule"))

Cost Centre 1 Preliminaries and General Requirements

This Cost Centre 1 is for performance of the Contractor's obligations not associated with the direct costs of any other Cost Centre in this schedule, where "direct cost" means the cost of materials, plant, labour to the level of leading hand or equivalent and subcontract prices excluding any margin or mark-up by the Contractor.

Typical items include initial capital investment in general plant and equipment, provision and maintenance of offices, workshops and vehicles, community liaison activities, overall project and site management, provision of unconditional undertakings, guarantees and insurances, quality assurance management and construction certification, monitoring and protecting the environment, programming and monitoring of progress, demobilisation of facilities and cleaning up of the Construction Site and other work areas, general contingencies for risks required to be carried by the Contractor that are not otherwise included elsewhere and any other overheads or margins.

Table 3-1: Cost Centre 1 Preliminaries and General Requirements

Milestone	Description	Value (Excl. GST)
1.1	Mobilisation and demobilisation of general plant, equipment, personnel and establishment of site facilities (including the Project Verifier's site facilities).	
1.2	Provision of the following: a) Insurances, fees, levies b) Long Service Levy c) Bank guarantees d) Initial dilapidation surveys e) Final dilapidation surveys	
1.3	Provision of all staff	
1.4	Provision and maintenance of all site accommodation, site laboratories and equipment and site vehicles (including the Project Verifier's site facilities)	
1.5	Attendance by designers at the Contractor's construction activities	
1.6	Provision of Project Verifier's construction verification services: a) Project Verifier's Fee b) Contractor's margin and contingency	
1.7	Provision of requirements in respect of safety, traffic control, site security and other risks and obligations not included elsewhere	
1.8	Project Plans: a) Prepare, initially submit and amend Project Plans b) Ongoing development, amendment and updating of Project Plans	
1.9	Maintenance during construction	
1.10	As constructed drawings	
1.11	Additional and/or balancing items required to complete the work in this cost centre.	
	TOTAL (Excl. GST)	

Payment Constraints

1. For Milestones 1.3, 1.4, 1.5, 1.6, 1.7, 1.8(b), 1.9, 1.10 and 1.11 the proportion of the value of the Milestone that will be certified for any monthly payment under clause 18.2 of this deed will be in the same proportion as the value certified for that monthly payment with respect to Cost Centres 2 to 5 is to the total value of Cost Centres 2 to 5.
2. For Milestone 1.1 mobilisation shall be considered as 70% of the Milestone and demobilisation as 30%.
3. For Milestone 1.2, certification will be made as the relevant certificates, payment receipts, letters or reports are provided.
4. With respect to any Milestone, except for 1.1, 1.2 and 1.8, in this Preliminaries and General Requirements schedule, RMS is not obliged to pay the Contractor any more than 98.75% of the value of the Milestone until the Contractor has provided all "as constructed drawings" relating to the Milestone 1.10.

Cost Centre 2 Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - North of the New M4 Motorway Interchange Bridge

The work of this Cost Centre 2 comprises all:

- (a) Project Works and Temporary Works located north of the northern abutment of the new M4 Motorway Interchange bridge; and
- (b) permanent and Temporary Works, including intersections, associated with the construction of the Project Works north of the northern abutment of the new M4 Motorway Interchange bridge, including the connections to the existing traffic network and to the new M4 Motorway Interchange bridge,

excluding the construction of Service Works which are included under Cost Centre 6 (Provisional Sum Work) or Cost Centre 7 (Service Works).

Table 3-3: Cost Centre 2 North of the new M4 Motorway Interchange bridge

Milestone	Description	Value (Excl. GST)
2.1	Traffic management and control	██████████
2.2	Fauna fencing	████
2.3	Fencing (excluding fauna fencing and fencing associated with Property Works)	██████████
2.4	Environmental works, erosion and sediment control, topsoil stripping and stockpiling, surface drainage	██████████
2.5	Demolition	██████████
2.6	Foundation treatments	██████████
2.7	Cuttings and embankments	██████████
2.8	Subgrade and sub-pavement drainage	██████████
2.9	Batter protection	████
2.10	Noise walls	██████████
2.11	Not Used	████
2.12	Shared pedestrian/cycle facilities	██████████
2.13	Operational, maintenance and emergency vehicle access	████
2.14	Intelligent Transport Systems	██████████
2.15	Street lighting	██████████
2.16	Other structures: (a) Drainage culverts and structures (b) Fauna crossings (c) Retaining walls (d) Other bridges	██████████
2.17	Pavement	██████████
2.18	Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc	██████████

Milestone	Description	Value (Excl. GST)
2.19	Urban design and landscaping: (a) Installation (b) Maintenance	██████████
2.20	Additional and/or balancing items required to complete the Works	██
2.21	Local Road Works (excluding bridges): (a) Roadworks (b) Additional and/or balancing items required to complete the Local Road Works	██
2.22	Property Works	██████████
Cost Centre 2 Total		██████████

Payment Constraints

1. With respect to any Milestone in this Cost Centre 2:
 - (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed; and
 - (b) notwithstanding paragraph (a):
 - (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and
 - (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.
2. Until completion of removal of Temporary Works, reinstatement and landscaping of this Cost Centre 2, RMS is not obliged to pay the Contractor under this Cost Centre 2 any more than 95% of the total value of this Cost Centre 2.
3. Environmental mitigation measures and surface drainage in this Cost Centre 2 must be complete prior to either the foundation treatments or cuttings and embankments construction in this Cost Centre reaching the stage of 20% complete. Payment will not be made for foundation treatments or cuttings and embankments construction in excess of this 20% limit until the environmental mitigation measures and surface drainage is complete.

Cost Centre 3 Bridge - New M4 Motorway Interchange Bridge

The work of this Cost Centre 3 comprises all permanent and Temporary Works associated with the construction of the Project Works forming the new M4 Motorway Interchange bridge, excluding the construction of Service Works which are included under Cost Centre 6 (Provisional Sum Work) or Cost Centre 7 (Service Works). The work of this Cost Centre 3 also includes any traffic adjustments required to maintain existing access and traffic flows.

Table 3-4: Cost Centre 3 new M4 Motorway Interchange bridge

Milestone	Description	Value (Excl. GST)
	New M4 Motorway Interchange bridge	
3.1	Temporary Works including access requirements	
3.2	Piling	
3.3	Pilecaps	
3.4	Piers and abutments	
3.5	Bearings	
3.6	Bridge Deck	
3.7	Parapets and safety barriers	
3.8	Demolition of existing bridge	
3.9	Additional and/or balancing items required to complete the Works	
Cost Centre 3 Total		

Payment Constraints:

1. With respect to any Milestone in this Cost Centre 3:
 - (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed; and
 - (b) notwithstanding paragraph (a):
 - (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and
 - (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.
2. Work deemed to be included within the value of each bridge includes (where appropriate) work associated with:
 - Fencing, environmental works, Property Works, erosion and sediment control, topsoil stripped and stockpiled;
 - Earthworks;
 - Structures;
 - Pavement and drainage;
 - Furniture, median, barriers signage and linemarking;
 - Landscaping and noise attenuation; and
 - Local Road adjustments.

The value of any bridge not listed in this Cost Centre is deemed to be included in other Cost Centres.

Cost Centre 4 Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - South of the New M4 Motorway Interchange Bridge

The work of this Cost Centre 4 comprises all:

- (a) Project Works and Temporary Works located south of the southern abutment of the new M4 Motorway Interchange bridge; and
- (b) permanent and Temporary Works, including intersections, associated with the construction of the Project Works south of the southern abutment of the new M4 Motorway Interchange bridge, including the connections to the existing traffic network and to the new M4 Motorway Interchange bridge,

excluding the construction of Service Works which are included under Cost Centre 6 (Provisional Sum Work) or Cost Centre 7 (Service Works).

Table 3-5: Cost Centre 4 South of the new M4 Motorway Interchange bridge

Milestone	Description	Value (Excl. GST)
4.1	Traffic management and control	██████████
4.2	Fauna fencing	Nil
4.3	Fencing (excluding fauna fencing and fencing associated with Property Works)	██████████
4.4	Environmental works, erosion and sediment control, topsoil stripping and stockpiling, surface drainage	██████████
4.5	Demolition	██████████
4.6	Foundation treatments	██████████
4.7	Cuttings and embankments	██████████
4.8	Subgrade and sub-pavement drainage	██████████
4.9	Batter protection	██
4.10	Noise walls	██
4.11	Not Used	██
4.12	Shared pedestrian/cycle facilities	██████████
4.13	Operational, maintenance and emergency vehicle access	██
4.14	Intelligent Transport Systems	██████████
4.15	Street lighting	██████████
4.16	Other structures: (a) Drainage culverts and structures (b) Fauna crossings (c) Retaining walls (d) Other bridges	██████████
4.17	Glenmore Parkway culvert	██████████
4.18	Pavement	██████████
4.19	Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc	██████████

Milestone	Description	Value (Excl. GST)
4.20	Urban design and landscaping: (a) Installation (b) Maintenance	██████████
4.21	Additional and/or balancing items required to complete the Works	████
4.22	Not Used	████
4.23	Property Works	██████████
Cost Centre 4 Total		██████████

Payment Constraints:

1. With respect to any Milestone in this Cost Centre 4:
 - (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed; and
 - (b) notwithstanding paragraph (a):
 - (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2 ½ percent of the total value of the Milestone; and
 - (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2 ½ percent of the total value of the Milestone.
2. Until completion of removal of Temporary Works, reinstatement and landscaping of this Cost Centre 4, RMS is not obliged to pay the Contractor under this Cost Centre 4 any more than 95% of the total value of this Cost Centre 4.
3. Environmental mitigation measures and surface drainage in this Cost Centre 4 must be complete prior to either the foundation treatments or cuttings and embankments construction in this Cost Centre reaching the stage of 20% complete. Payment will not be made for foundation treatments or cuttings and embankments construction in excess of this 20% limit until the environmental mitigation measures and surface drainage is complete.

Cost Centre 5 Landscaping Maintenance

This Cost Centre 5 covers payment for all Landscaping Maintenance during the Landscaping Maintenance Period. The Contractor is entitled to claim quarterly payments in accordance with the schedule below and upon completion of all Landscaping Maintenance for each quarterly payment period during the Landscaping Maintenance Period.

Table 3-6: Cost Centre 5 Landscape Maintenance

Milestone	Description	Value (Excl. GST)
5.1	Landscaping Maintenance – 1st period	████████
5.2	Landscaping Maintenance – 2nd period	████████
5.3	Landscaping Maintenance – 3rd period	████████
5.4	Landscaping Maintenance – 4th period	████████
5.5	Landscaping Maintenance – 5th period	████████
5.6	Landscaping Maintenance – 6th period	████████
Cost Centre 5 Total		████████

Cost Centre 6 Provisional Sum Work

The work of this Cost Centre 6 comprises all Provisional Sum Work.

Table 3-7: Cost Centre 6 Provisional Sum Work

Milestone	Provisional Sum Work	Value (Excl. GST)
6.1	At residence noise treatment works	
6.2	Electrical Service Works	
6.3	Telecommunications Service Works (including design by Service owners or their nominated representative)	
	(a) Telstra	
	(b) Optus	
	(c) NBN	
	(d) TPG	
Cost Centre 6 Total		

Payment Constraints:

1. The amount payable in respect of Milestone 6.1 shall be limited to the actual cost of designing and constructing the work to be undertaken on the property by the Contractor's sub-contractors, with an overhead and profit margin of 10% to be applied. The actual costs of work undertaken must be verified using itemised invoices supplied by the Contractor's sub-contractors. All other costs associated with the Contractor's obligations associated with at residence noise treatment works are deemed to be included elsewhere in the Project Contract Sum.
2. The amount payable in respect of Milestone 6.2 shall be limited to the actual direct costs of constructing, testing and commissioning the work, where "direct costs" means the cost of materials, plant, labour to the level of leading hand or equivalent and subcontract prices excluding any margin or mark-up by the Contractor. The actual direct costs of the work undertaken must be verified using itemised invoices, timesheets, wage sheets, and other receipts. All other costs associated with the electrical Service Works are deemed to be included elsewhere in the Project Contract Sum. For the avoidance of doubt, no overhead or profit margin will be applied to any costs under Milestone 6.2.
3. The amount payable in respect of Milestone 6.3 shall be limited to the costs of the Service owner or their appointed representative, service provider or contractor. All other costs associated with telecommunications Service Works are deemed to be included elsewhere in the Project Contract Sum. For the avoidance of doubt, no overhead or profit margin will be applied to any costs under Milestone 6.3.

Cost Centre 7 Service Works

The work of this Cost Centre 7 comprises all of the Service Works associated with the construction of the Project Works, with the exception of the Service Works to be performed as Provisional Sum Work. The Service Works performed under Cost Centre 7 will be performed and paid as lump sum amounts.

Table 3-8: Cost Centre 7 Service Works

Milestone	Description	Value (Excl. GST)
7.1	Water Service Works	██████████
7.2	Not Used	██████████
7.3	Not Used	██████████
7.4	Gas Service Works	██████████
7.5	Other Service Works	██████████
Cost Centre 7 Total		██████████

Payment Constraints:

With respect to any Milestone in this Cost Centre 7:

- (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed; and
- (b) notwithstanding paragraph (a):
 - (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2 ½ percent of the total value of the Milestone; and
 - (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2 ½ percent of the total value of the Milestone.

Cost Centres 1 to 7 - Construction Contract Sum

Cost Centre	Description	Value (Excl. GST)
1	Preliminaries and General Requirements	██████████
2	Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - North of the new M4 Motorway Interchange bridge	██████████
3	Bridge – New M4 Motorway Interchange bridge	██████████
4	Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping – South of the new M4 Motorway Interchange bridge	██████████
5	Landscaping Maintenance	██████████
6	Provisional Sum Work	██████████
7	Service Works	██████████
	Construction Contract Sum (Excl. GST)	██████████

Cost Centre 8 Schedule of Daywork Rates and Prices and Margins for Variations

8.1 Rates for Variations directed as Daywork

The hourly and daily rates for the purpose of valuing Variations directed as Daywork under clause 15.4(e)(ii) of this deed for all classes of labour and plant intended for use during the construction phase are listed below. Rates listed below do not include profit margin, off-site overheads or GST. Plant hire rates are inclusive of operators and fuel costs unless identified otherwise.

Labour Rates

Item No	Description	Unit	Rate (excl GST)
L1.1	Labourer (Ordinary Time)	hour	██████
L1.2	Labourer (Time and a Half)	hour	██████
L1.3	Labourer (Double Time)	hour	██████
L2.1	Tradesperson (Ordinary Time)	hour	██████
L2.2	Tradesperson (Time and a Half)	hour	██████
L2.3	Tradesperson (Double Time)	hour	██████
L3.1	Leading Hand (Ordinary Time)	hour	██████
L3.2	Leading Hand (Time and a Half)	hour	██████
L3.3	Leading Hand (Double Time)	hour	██████

Plant Rates

Item No	Plant Description (includes operator and fuel)	Unit	Rate (all hours – excl GST)
P1	Skidsteer loader (Bobcat)	hour	██████
P2	Skidsteer loader and broom	hour	██████
P3	Backhoe (dig depth up to 5 m)	hour	██████
P4	Backhoe + hammer	hour	██████
P5	Dozer 98 to 145 kW (equivalent to Caterpillar D6)	hour	██████
P6	Dozer 145 to 175 kW (equivalent to Caterpillar D7)	hour	██████
P7	Dozer 220 to 305 kW (equivalent to Caterpillar D8)	hour	██████
P8	Dozer 305 to 400 kW (equivalent to Caterpillar D9)	hour	██████
P9	Grader 160 kW (equivalent to Caterpillar 14H)	hour	██████
P10	Loader (up to 90 kW)	hour	██████
P11	Roller, multi-tyred < 14 t	hour	██████
P12	Roller, multi-tyred > 15 t	hour	██████
P13	Roller, padfoot < 12 t	hour	██████
P14	Roller, padfoot > 12 t	hour	██████

Item No	Plant Description (includes operator and fuel)	Unit	Rate (all hours – excl GST)
P15	Roller, smooth drum < 12 t	hour	██████
P16	Roller, smooth drum > 12 t	hour	██████
P17	Scraper, open bowl, 17 to 28 m ³	hour	██████
P18	Excavator < 10 t	hour	██████
P19	Excavator < 10 t + hammer	hour	██████
P20	Excavator 12 t	hour	██████
P21	Excavator 12 t + hammer	hour	██████
P22	Excavator 20 t	hour	██████
P23	Excavator 20 t + hammer	hour	██████
P24	Excavator 30 t	hour	██████
P25	Excavator 30 t + hammer	hour	██████
P26	Watercart 15,000 L	hour	██████
P27	Truck 13 t payload	hour	██████
P28	Truck and dog 30 t payload	hour	██████
P29	Vacuum broom	hour	██████
P30	Road profiler < 1 m cutting width	hour	██████
P31	Road profiler > 1 m cutting width	hour	██████
P32	Air compressor (without operator) 41 L/s	day	██████
P33	Air compressor (without operator) 83 L/s	day	██████
P34	Generator 6.8 kVA (without operator)	day	██████
P35	Water Pump < 1,000 L/min (without operator)	day	██████
P36	Water Pump 1,000 to 2,000 L/min (without operator)	day	██████
P37	Wacker packer (without operator)	day	██████
P38	Wacker plate (without operator)	day	██████
P39	Handheld pneumatic hammer 10 kg (without operator)	day	██████
P40	Quick cut concrete saw (without operator)	day	██████
P41	Flexi drive motor and poker vibrator (without operator)	day	██████
P42	Flexi drive motor and pump (without operator)	day	██████

8.2 Procedure for valuing Variations directed as Daywork

- (a) If RMS Representative directs that a Variation be carried out as Daywork, RMS Representative may direct the amount, type and conditions of use of labour, plant and materials to be used in the Variation.
- (b) The Contractor must record the particulars of all resources used by the Contractor each day in carrying out the Variation. The method of recording the resources must be agreed in advance by RMS Representative.

- (c) When submitting a claim for payment for the Variation in a progress claim under clause 18.2 of this deed, the Contractor must submit the records and all time sheets, wages sheets, invoices, receipts and other documents that are necessary to support the claim for payment for the Variation.
- (d) RMS Representative must assess the value of the Variation to be paid to the Contractor in respect of each progress claim and in making its assessment must have regard to the following:
 - (i) the amount of wages and allowances for labour calculated by multiplying the hourly rate of the nearest appropriate labour classification in this Schedule, by the relevant labour hours worked on the Variation;
 - (ii) the amount of hire charges for construction plant and vehicles hired from third parties or owned by the Contractor, calculated by multiplying the hourly rate of the nearest appropriate construction plant and vehicle classification in this Schedule, by the relevant plant or vehicle hours worked on the Variation;
 - (iii) where there is no appropriate construction plant or vehicles listed in this Schedule, then the reasonable actual amount of hire charges for that construction plant and vehicles hired from third parties or owned by the Contractor as recorded on invoices or other relevant documentation;
 - (iv) the reasonable actual mobilisation and demobilisation costs of construction plant and vehicles (where brought to Site only for the directed Daywork);
 - (v) the reasonable costs to the Contractor of Subcontractor work involved in carrying out the Variation;
 - (vi) the reasonable actual cost at the Site of all materials; and
 - (vii) the reasonable actual cost of additional supervisory and administrative staff brought to the Site only for the directed Daywork.
- (e) Assessment by RMS Representative of the value of a Variation carried out as Daywork will include valuation of all reasonable and necessary costs incurred of personnel, plant, vehicles, Subcontractors, and materials used by the Contractor in carrying out the Variation as instructed by RMS Representative, subject to:
 - (i) the valuation of the Variation will only include costs for actual time of any resources which are employed on the Variation; and
 - (ii) the costs of supervisory, technical and administrative personnel that are normally engaged on the Works and continue to be so during the Daywork will not be included in RMS Representative's assessment of the valuation of the Variation.
- (f) Subject to clause 8.2(e) and clause 8.3(a), no other costs are to be included in RMS Representative's valuation of the Variation carried out by Daywork, other than those costs outlined in clause 8.2(d).

8.3 Margins for Variations

- (a) Where the adjustment to the Construction Contract Sum is to be made as a result of valuing a Variation as Daywork under clause 15.4(e)(ii) of this deed, the total amount to be added to the reasonable cost of the relevant work (exclusive of GST) on account of all additional overheads and profit margin is [REDACTED]
- (b) Where the adjustment to the Construction Contract Sum is to be made as a result of valuing a Variation under clause 15.4(e)(iii) of this deed, the total amount to be added to the reasonable cost of the relevant work (exclusive of GST) on account of off-site overheads and profit margin is [REDACTED] regardless of whether the adjustment to the Construction Contract Sum is to be an increase or a decrease.

Schedule 4

Construction Rise and Fall

(Clause 23.2 (definition of "Construction Rise and Fall"))

1 Method of cost adjustment

- 1.1 Each payment under clause 18 in respect of the Construction Contract Sum, excluding any payment for Initial Works, will be adjusted in accordance with this paragraph 1.
- 1.2 The method of adjustment is as follows (in the order set out below):
 - 1.2.1 Deduct from the value of the payment schedule referable to the Construction Contract Sum otherwise proposed to be made by RMS under clause 18.2 the sum of:
 - A. the value of the immediately preceding payment schedule referable to the Construction Contract Sum; and
 - B. amounts payable to the Contractor for items referred to in paragraph 5 for work carried out in performance of the Contractor's Work and incorporated in the Project Works since the date of the immediately preceding payment schedule.
 - 1.2.2 Multiply the result by the Costs Adjustment Factor in paragraph 2.
 - 1.2.3 If the net Costs Adjustment Factor is positive, add the result to the value of the payment to be made.
 - 1.2.4 If the net Costs Adjustment Factor is negative, subtract the result from the value of the payment to be made.

2 Costs adjustment formula

- 2.1 Subject to paragraph 3, the Costs Adjustment Factor is determined by the following formula:

$$C = r \left(\frac{R_n}{R_o} \times \frac{X_n - X_o}{100 + X_o} + \frac{R_n}{R_o} \times \frac{Y_n - Y_o}{100 + Y_o} \right) + 0.85 \left(\frac{R_n - R_o}{R_o} \right)$$

where

- C = Costs Adjustment Factor
- r = Labour costs proportion of the Construction Contract Sum which for the purposes of this paragraph is 0.425 only for bridge construction contracts (and the bridge construction portion of combined road and bridge construction contracts) and 0.350 only for roadworks, earthworks and drainage contracts (and the roadworks construction portion of combined road and bridge construction contracts).
- R_n = Road and Bridge Construction New South Wales Index Number 3101, which is in 6427.0 - Producer Price Indexes, Australia Division E Table 17 as published by the Australian Bureau of Statistics applicable to the calendar month immediately preceding the last calendar month in which the work the subject of the relevant payment schedule was carried out.
- R_o = Road and Bridge Construction New South Wales Index Number 3101, which is in 6427.0 - Producer Price Indexes, Australia Division E Table 17 as published by the Australian Bureau of Statistics applicable to the calendar month preceding the calendar month during which tenders closed.
- X_n = Current Payroll Tax Rate, which is the rate per centum payable on wages under New South Wales legislation imposing payroll tax applicable to the calendar month immediately preceding the last calendar month in which the work the subject of the relevant payment schedule was carried out.
- X_o = Base Payroll Tax Rate, which is the rate per centum payable on wages

under New South Wales legislation imposing payroll tax applicable as at the calendar month immediately preceding the calendar month during which tenders closed.

Y_n = Current Workers' Compensation Premium Rate, which is the rate shown in Table A Division E Subdivision 41 of the Workers' Compensation Act 1987, Insurance Premiums Order 2002-2003 for Road and Bridge Construction (Group 412 Class 412100) applicable as at the calendar month immediately preceding the last calendar month in which the work the subject of the relevant payment schedule was carried out.

Y_o = Base Workers' Compensation Premium Rate, which is the rate shown in Table A Division E Subdivision 41 of the Workers' Compensation Act 1987, Insurance Premiums Order 2002-2003 for Road and Bridge Construction (Group 412 Class 412100) applicable on the first day of the calendar month immediately preceding the calendar month during which tenders closed.

NOTE: Rates published by Australian Bureau of Statistics are for quarterly periods and the rate for the calendar month will be the rate for the quarter containing that calendar month.

3 Adjustment of new rates

3.1 If RMS directs a Variation Order under clause 15.2 which is not of the same class of works referred to in schedule 3, every payment made under clause 18 for the relevant Variation will be adjusted in the following manner:

3.1.1 the value of the Contractor's Work to be stated by RMS Representative in a payment schedule under clause 18.2 will be multiplied by the Costs Adjustment Factor referred to in paragraph 2 as varied by paragraph 3.1.3;

3.1.2 the amount which is produced as a result of the operation of paragraph 3.1.1 will, where the Costs Adjustment Factor (as varied by this paragraph) is positive, be added to, or where the Cost Adjustment Factor (as varied by this paragraph) is negative, be subtracted from the value of the Contractor's Work to be stated by RMS Representative in the payment schedule under clause 18.2 in respect of the Contractor's Work; and

3.1.3 for the purposes of paragraph 3, the words "the calendar month in which the Contractor submitted or RMS Representative stated the rate or price referred to in paragraph 3" replace the words "the calendar month during which tenders closed" in the definition of each of the terms "Ro", "Xo" and "Yo" in paragraph 2.

4 Index Numbers as first published

The Index Numbers referred to in this paragraph as being published by the Australian Bureau of Statistics are the numbers as first published for a particular month by the Australian Bureau of Statistics. For the purposes of this paragraph, those numbers are not subject to alteration following publication of revised, amended or corrected numbers.

5 Items not to be adjusted

Payments made to the Contractor for the following items will not be adjusted at all:

5.1 extra work as a result of a Variation directed by RMS Representative under clause 15.2 to be executed by the Contractor at a price or prices agreed between RMS and the Contractor in accordance with clause 15.4(d) unless the agreement expressly provides for cost adjustment;

5.2 extra work as a result of a Variation directed by RMS Representative under clause 15.2 and valued under clause 15.4(e)(i) or clause 15.4(e)(iii) unless notified otherwise by RMS Representative; and

5.3 items subject to a separate cost adjustment under paragraph 6.

6 Cost adjustment for the supply of bitumen

6.1 The Construction Contract Sum will be subject to adjustments for variations in the cost of bitumen supplied by the Contractor. The adjustment must be effected in the payment claims submitted by the Contractor in accordance with clause 18.2 and the payment schedules issued under clause 18.2.

6.2 Any cost adjustment under this paragraph 6 will be calculated from the formula:

$$D = (C - B) \times A$$

where -

A = the quantity of bitumen derived from -

1. The calculation of residual bitumen at 15 degrees Centigrade where the product is sprayed bituminous surfacing or a tack coat.
2. The approved design binder content where the product is asphalt.
3. The approved residual binder content where the product is a bituminous slurry surfacing.

B = the Price of Class 170 bitumen applicable on the last day of the month immediately preceding the month during which the tenders closed;

C = the Price of Class 170 bitumen on the last day of the month immediately preceding the month during which the work is performed; and

D = the applicable cost adjustment for this payment claim.

The Price of Class 170 bitumen will be the average of the prices for the suppliers contracted to supply RMS on its panel contract for the Supply of Bitumen and Related Products.

7 No other costs adjustment

Unless expressly provided elsewhere in this deed, there is no adjustment for any costs changes except as provided by paragraphs 1-6 inclusive. The Contractor accepts the provisions under paragraphs 1-6 inclusive in full compensation for all costs changes which occur after the closing date of tenders irrespective of their nature and including those consequent upon alteration in the standard working hours and industrial conditions applicable to or prescribed for any industry generally by an Act, Court, Commission or Authority.

Schedule 5

Contractor's Statement and Supporting Statement

(clauses 18.2(a)(ii)C. and 18.2(ba)(ii))

1. Contractor's Statement

<h3 style="margin: 0;">Contractor Statement</h3> <p style="margin: 0;">Payment of Workers, Worker's Compensation Premiums & Payroll Tax</p>	Transport Roads & Maritime Services
<p style="font-size: small;">This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (see Notes 1 & 5 overleaf). RMS is entitled to withhold payment until this Statement is provided (see Note 2).</p>	
<div style="text-align: right; font-size: x-small;"> Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt </div>	
Details	
Contractor's Legal Name	<input style="width: 100%;" type="text"/>
Contractor's Trading / Business Name	<input style="width: 100%;" type="text"/>
Contractor's ABN	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>
Contractor's ACN	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>
Contractor's Address	<input style="width: 100%;" type="text"/>
Name or description of Contract or Works	<input style="width: 100%;" type="text"/>
Period of Work this Statement applies to (see Note 3)	From <input style="width: 150px;" type="text"/> To <input style="width: 150px;" type="text"/>
Invoice or Payment Claim Numbers this applies to	<input style="width: 100%;" type="text"/>
Invoice or Payment Claim Dates this Statement applies to	<input style="width: 100%;" type="text"/>
Statement Validity Period	
This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (see Notes 3 & 4).	
Declaration	
I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:	
<ul style="list-style-type: none"> • All workers engaged by the Contractor in respect of the works have been paid (see Note 6); 	
<ul style="list-style-type: none"> • All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or • the Contractor is an exempt employer for workers compensation purposes (see Note 7); 	<input type="checkbox"/> or <input type="checkbox"/>
<ul style="list-style-type: none"> • The Contractor is registered as an employer under the <i>Payroll Tax Act 2007</i> and has paid all payroll tax due in respect of employees; or • the Contractor is not required to be registered; 	<input type="checkbox"/> or <input type="checkbox"/>
<ul style="list-style-type: none"> • The Contractor has not engaged any subcontractors for the works, or • The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true) 	<input type="checkbox"/> or <input type="checkbox"/>
<ul style="list-style-type: none"> • I am authorised to make this declaration and I am in a position to know the truth of its contents 	
Signature of Authorised Person	Name of Signatory (<i>print</i>)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date	Position / Job Title of Signatory (<i>print - see Note 4</i>)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(see Notes on page 2)	
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Notes for Contractor's Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.
2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:
 - a. all workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid; and
 - b. all remuneration payable to relevant employees for work under the contract has been paid; and
 - c. all payroll tax payable relating to the work undertaken has been paid.
3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.
4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).
5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).
6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.
7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than [REDACTED] annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf; or
<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rprt59.pdf>, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or the Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the

Workers Compensation Act 1987, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

2. Supporting Statement

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act 1999*.

The Contractor is a "head contractor" in terms of the *Building and Construction Industry Security of Payment Act 1999*, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Main Contract

Head contractor: _____

(Business name of the head contractor)

ABN _____ ACN _____

Of _____

(Address of Contractor)

has entered into a contract with **Roads and Maritime Services**

Contract description _____

Contract number/identifier _____

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: _____ and _____ inclusive,

subject of the payment claim dated: _____

I, _____ (full name) being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as an amount in dispute).

Signature: _____ Date: _____

Full Name: _____ Position/Title: _____

Attachment to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Notes for Supporting Statement

Offences for False Statement

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.

Schedule 6

Unconditional Undertaking

(clauses 8.1(a) and 18.6(a)(i)(A.))

This deed poll ("Undertaking")
made the _____ day of _____ 20____
in favour of: **ROADS AND MARITIME SERVICES**, (ABN 76 236 371
088) ("**the Principal**")
given by: **[Insert name of Financial Institution]**("Financial
Institution")

The Contractor: Lendlease Engineering Pty Ltd
ABN: 40 000 201 516
Security Amount: \$.....
The Contract: The Project Deed between the Principal and the Contractor
Contract Title: Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project
Contract Number: 15.3662.2254

Other words and phrases in this Undertaking have the meanings given in the Project Deed.

Undertaking

1. At the request of the Contractor and the Financial Institution, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
2. The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the Contractor and despite any notice from the Contractor not to pay.
3. The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
4. This Undertaking continues until one of the following occurs:
 - 4.1 the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
 - 4.2 this Undertaking is returned to the Financial Institution; or
 - 4.3 the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.
5. At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking (or a lesser sum specified by the Principal), and the liability of the Financial Institution will then immediately end.

SIGNED as a deed poll.

Signed sealed and delivered for and on behalf of [**Insert name of Financial Institution**] by its Attorney under a Power of Attorney dated [*insert date*], and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

Signature of Attorney

Signature of Witness

Name of Attorney in full

Name of Witness in full

Schedule 7

Parent Company Guarantee

(clause 8.2)

Deed of Guarantee and Indemnity

made at _____ on _____ 20____

between **ROADS AND MARITIME SERVICES**, ABN 76 236 371 088 of 20-44 Ennis Road, Milsons Point NSW 2061
(Beneficiary)

and **Lendlease Construction Australia Holdings Pty Ltd** (ABN 50 147 880 966) of Level 14 Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (**Guarantor**)

Recitals

- A The Beneficiary has agreed to enter into the Contract with the Contractor on the condition that the Guarantor provides this Deed.
- B The Guarantor considers that by providing this Deed there will be a commercial benefit flowing to the Guarantor.

This Deed witnesses

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Contract means the deed dated on or about the date of this Deed between the Beneficiary and the Contractor for the design and construction of the Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project.

Contractor means Lendlease Engineering Pty Ltd (ABN 40 000 201 516) of Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000.

Contractor's Obligations means the due and punctual performance by the Contractor of all of its liabilities, obligations and agreements (present or future, actual or contingent) to the Beneficiary pursuant to or in connection with the Contract and each other Transaction Document but excluding all of the Contractor's Obligations with respect to payment of the Guaranteed Money.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, guarantee (including the guarantee under this Deed), indemnity, letter of credit, letter of comfort, performance bond or other avoidance against loss which secures any obligation which is or may be or becomes owing by any other Relevant Person to the Guarantor.

Government Agency means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law.

Guaranteed Money means all money which the Contractor (whether alone or with any other person) is or at any time becomes actually or contingently liable to pay to, or for the account of, the Beneficiary on any account whatsoever under or in connection with the Contract or other Transaction Document including, without limitation, by way of interest, fees, costs, indemnities, charges, duties and expenses, or through payment of damages under or in relation to, or as a consequence of any breach or default of, the Contract or any other Transaction Document.

Guaranteed Obligations means the due and punctual payment of the Guaranteed

Money and the due and punctual performance of the Contractor's Obligations.

Material Adverse Effect means, in respect of a person, a material adverse effect on:

- (a) its business, assets or financial condition; or
- (b) its ability to perform its obligations under any Transaction Document.

Relevant Person means the Contractor, the Guarantor and any person who has executed a Security in favour of the Beneficiary.

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

Specified Rate means 2% above the Overdraft Index Rate fixed from time to time by the Commonwealth Bank of Australia.

Tax means any present or future tax, GST, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine and expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on overall net income.

Transaction Document means each of:

- (a) this Deed;
- (b) the Contract;
- (c) any other document which the Guarantor and the Beneficiary so designate in writing;
- (d) each other document contemplated by or required in connection with any of the above or the transactions they contemplate; and
- (e) each document entered into for the purpose of amending, novating, restating or replacing any of the above.

Unpaid Amount means an amount which is not paid on the date on which it is due and payable under this Deed.

1.2 The Contract

Defined words and expressions used in this Deed have the meanings given to them in the Contract.

1.3 Interpretation

In this Deed unless the context indicates a contrary intention:

- (a) if the "Contractor" is more than one person, "Contractor" means each of them severally and every two or more of them jointly;
- (b) if the Guarantor is more than one person, "Guarantor" means each of them severally and every two or more of them jointly;
- (c) "person" includes an individual, a body politic, a corporation and a statutory or other authority or association whether incorporated or unincorporated;
- (d) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (e) a reference to any document or agreement is to such document or agreement as amended, novated, supplemented or replaced from time to time;
- (f) the singular includes the plural (and vice versa) and words denoting a given gender include all other genders;
- (g) headings are for convenience only and do not affect interpretation; and
- (h) unless otherwise stated, a reference to any amount is a reference to all or part of the amount.

1.4 No contra proferentem

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

2. Guarantee

2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Beneficiary:

- (a) the due and punctual payment by the Contractor of the Guaranteed Money; and
- (b) the due and punctual performance by the Contractor of all of the Contractor's Obligations.

2.2 Payment of Guaranteed Money

If the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Beneficiary the Guaranteed Money which is then due and payable.

2.3 Perform obligations

If the Contractor defaults in the performance or observance of any of the Contractor's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Deed, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Contractor's Obligations then required to be performed by the Contractor in the same manner and on the same terms as the Contractor is required to perform the Contractor's Obligations.

3. Indemnity

Subject to clause 3A, as a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Beneficiary and at all times to keep the Beneficiary indemnified against any loss or damage suffered by the Beneficiary arising out of or in connection with:

- (a) any failure by the Contractor to pay the Guaranteed Money duly and punctually; or
- (b) any failure by the Contractor to observe or perform any of the Contractor's Obligations; or
- (c) any Transaction Document being wholly or partly void, voidable or unenforceable against the Contractor or the Guarantor for any reason and whether or not the Beneficiary knew or ought to have known of that reason, with the result in any such case that:
 - (i) sums which would (but for the voidness, voidability or unenforceability) have been Guaranteed Money are not recoverable by the Beneficiary under clause 2; or
 - (ii) obligations which would (but for the voidness, voidability or unenforceability) have been Contractor's Obligations are not guaranteed under clause 2.3; or
- (d) a disclaimer of any contract (including the Contract) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or any other applicable laws.

3A. Limitation

- (a) Notwithstanding any other clause in this Deed but subject to paragraphs (b) and (c) below:
 - (i) the aggregate liability of the Guarantor under this Deed will not exceed the aggregate liability of the Contractor under the Contract;
 - (ii) the liability of the Guarantor under this Deed in connection with a breach of the Contract by the Contractor shall not be greater than the liability of the Contractor under the Contract in respect of the breach;
 - (iii) nothing in this Deed is intended to render the Contractor and the Guarantor liable for the same loss twice for the one breach of the Contract by the Contractor; and
 - (iv) payment by one of the Contractor or the Guarantor to or in favour of the Beneficiary shall be deemed to be good discharge against the Beneficiary in respect of that payment.
- (b) The limitation of liability under this clause 3A does not apply to liability to pay any

GST in accordance with clause 7.3 of this Deed or otherwise.

- (c) Nothing in this clause shall limit the Guarantor's liability for Contractor's Obligations which arise from or would have arisen from unenforceable Contractor's Obligations referred to in clause 3(c) of this Deed (if those Contractor's Obligations had not been voided, avoided or unenforceable), subject to such liability not exceeding the liability that the Contractor would have had if the Contractor's Obligations had not been unenforceable Contractor's Obligations.

4. Nature and preservation of liability

4.1 Absolute liability

The liability of the Guarantor under this Deed arises immediately on execution and delivery of this Deed by the Guarantor and:

- (a) arises notwithstanding that any person expressed to be a party to this Deed does not execute and deliver this Deed, that there is any invalidity, forgery or irregularity in the execution or purported execution of this Deed by any person, or that this Deed is or becomes unenforceable against any such person for any reason; and
- (b) is not conditional on the entering into by any other person of any other document or agreement which might benefit (directly or indirectly) the Guarantor, or on the satisfaction of any other condition.

4.2 Unconditional liability

The liability of the Guarantor under this Deed will not be affected by anything which, but for this clause 4.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (a) (**Invalidity etc.**): any Security or any Transaction Document being terminated or discharged (whether by any party thereto or by operation of law) or being or becoming void, voidable or unenforceable for any reason;
- (b) (**Other Securities**): the Beneficiary accepting or declining to accept any Security from any person;
- (c) (**Time or indulgence**): the Beneficiary granting or agreeing with the Guarantor or the Contractor to grant time, waiver or other indulgence or concession to, or making any composition or compromise with any person whether or not pursuant to any Transaction Document;
- (d) (**Forbearance**): the Beneficiary not exercising or delaying in the exercise of any remedy or right it has at any time to terminate or enforce its rights under this Deed, any Transaction Document or any Security;
- (e) (**Variation**): any variation, novation or alteration to or substitution of this Deed, any Transaction Document or any Security, whether or not that variation, novation or alteration permits or results in a change in the Guaranteed Obligations including the amount of the Guaranteed Money or a change in the date by which it must be paid, or a change in the identity of the Contractor;
- (f) (**Release**): the partial or conditional release or discharge by the Beneficiary or by operation of law of any Relevant Person from its obligations under any Transaction Document or any Security except only to the extent that RMS has, in writing, provided a release or discharge which has the effect of reducing the obligations of the Relevant Person;
- (g) (**Securities**): the Beneficiary enforcing, releasing, disposing of, surrendering, wasting, impairing, destroying, abandoning, prejudicing, or failing or delaying to perfect, maintain, preserve, realise or enforce any Transaction Document or any Security, whether negligently or otherwise;
- (h) (**Accounts**): the opening or operation of any new account with the Beneficiary by the Contractor;
- (i) (**Change of constitution**): any change for any reason in the name or manner in which the Beneficiary or any Relevant Person carries on business, including any change in any partnership, firm or association of which the Beneficiary or any Relevant Person is a member;

- (j) **(Disclosure):** any failure by the Beneficiary to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known by, or which ought to have been known by, the Beneficiary relating to or affecting any Relevant Person before or at any time after the date of this Deed;
- (k) **(Prejudicial conduct):** any breach by the Beneficiary of any term of any Transaction Document or Security or any other act or omission (negligent or otherwise) of the Beneficiary with regard to any Transaction Document, any Security or any Relevant Person which is prejudicial to the interests of the Guarantor;
- (l) **(Preference):** any claim by any person that a payment to, receipt by, or other transaction in favour of the Beneficiary in or towards satisfaction of the Guaranteed Money is void, voidable or capable of being set aside under any law relating to bankruptcy, insolvency or liquidation being upheld, conceded or compromised;
- (m) **(Assignment):** the transfer, assignment or novation by the Beneficiary or any Relevant Person of all or any of its rights or obligations under any Transaction Document or Security to which it is a party;
- (n) **(Death or incapacity):** (where the Guarantor is an individual) the death or mental incapacity of the Guarantor;
- (o) **(Administration):** the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:
 - (i) the enforcement of this Deed against the Guarantor; and/or
 - (ii) any claim for contribution against the Guarantor;
- (p) **(Disclaimer):** a disclaimer of any contract (including the Contract) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws; or
- (q) **(Notice to Proceed):** the issue of a Notice to Proceed under the Contract.

4.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of the Guarantor or to exercise, apply, transfer or recover in favour of the Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

4.4 Void or voidable transactions

If:

- (a) the Beneficiary has at any time released or discharged:
 - (i) the Guarantor from its obligations under this Deed or any Security executed by the Guarantor; or
 - (ii) any assets of the Guarantor from a Security,in either case in reliance on a payment, receipt or other transaction to or in favour of the Beneficiary;
- (b) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under a law relating to bankruptcy, insolvency or liquidation; and
- (c) that claim is upheld, conceded or compromised,

then:

- (d) **(Restitution of rights):** the Beneficiary will immediately become entitled against the Guarantor to all such rights (including under any Security) as it had immediately before that release or discharge;
- (e) **(Restore Beneficiary's position):** the Guarantor must immediately do all things and execute all documents as the Beneficiary may reasonably require to restore to the Beneficiary all those rights; and
- (f) **(Indemnity):** the Guarantor must indemnify and keep indemnified the Beneficiary against costs, losses and expenses suffered or incurred by the Beneficiary as a result of the upholding, concession or compromise of the claim.

4.5 No double proof

This Deed constitutes a guarantee of the whole of the Guaranteed Obligations, even if the

Beneficiary and the Guarantor have agreed or agree at any time that the Guarantor's liability under this Deed will be limited to a maximum amount. Accordingly, the Guarantor is not entitled to:

- (a) lodge any proof of debt in the winding up of the Contractor;
- (b) exercise any right of subrogation; or
- (c) otherwise be entitled to the benefit of any Security held by the Beneficiary, with respect to any claim arising as a result of the Guarantor making a payment under this Deed, unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

4.6 Suspense account

The Beneficiary may retain and carry to a suspense account and appropriate at the discretion of the Beneficiary any dividend received by the Beneficiary in the winding up of any Relevant Person, plus any other sums received by the Beneficiary on account of the Guaranteed Money, until the Beneficiary has received the full amount of the Guaranteed Money.

4.7 Proof of debt in competition with Beneficiary

The Guarantor must prove in the winding up of any Relevant Person in respect of any claim it has against that Relevant Person other than a claim arising as a result of the Guarantor making a payment under this Deed, and agrees to hold any dividend received in respect of that proof on trust for the Beneficiary in or towards satisfaction of the Guarantor's obligations under this Deed.

4.8 Claim on the Guarantor

The Beneficiary is not required to take any steps to enforce its rights under any Transaction Document or any Security before enforcing its rights against the Guarantor under this Deed.

4.9 No representation by Beneficiary

The Guarantor acknowledges that in entering into this Deed it has not relied on any representation, warranty or statement by the Beneficiary.

4.10 No contribution

The Guarantor must not make a claim under or enforce any right of contribution it may have against any other Relevant Person unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

5. Corporate representations and warranties

5.1 Representations and warranties

If the Guarantor is a body corporate, it represents and warrants to the Beneficiary that:

- (a) **(Constitution)**: the execution, delivery and performance of this Deed does not violate its constitution or any other document, agreement, law or rules by which it is bound;
- (b) **(Corporate power)**: it has taken all action required to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed;
- (c) **(Filings)**: it has filed all notices and effected all registrations with the Australian Securities and Investments Commission or similar office in its jurisdiction of incorporation and in any other jurisdiction as required by law, and those filings and registrations are current, complete and accurate;
- (d) **(Corporate benefit)**: the execution of this Deed is in the best commercial interests of the Guarantor;
- (e) **(Consideration)**: this Deed is executed for valuable consideration, the receipt and adequacy of which the Guarantor acknowledges;
- (f) **(Status)**: it is not in liquidation, provisional liquidation or receivership, or under administration, and no matter relating to it or any of its subsidiaries is the subject of a direction under, or having effect as if it were a direction under, section 14 of the

Australian Securities and Investments Commission Act 2001 (Cth) ('ASC Law'), or the subject of an investigation under, or taken to be under, the ASC Law;

- (g) **(Ownership of property)**: it has full legal capacity and power to own its property and assets and carry on its business as it is now being conducted;
- (h) **(Ranking of obligations)**: this Deed constitutes a valid and legally binding obligation, enforceable in accordance with its terms, to rank at all times at least equally with all of its other present and future unsecured payment obligations (including, without limitation, contingent obligations), other than those which are mandatorily preferred by law and that the Guarantor has taken all action required to ensure that its obligations under this Deed so rank and will continue to so rank;
- (i) **(No litigation)**: no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of any of its officers, threatened against it or any of its subsidiaries or any of its or their property which, if adversely determined, would be likely to have either separately or in aggregate a Material Adverse Effect on it or any of its subsidiaries;
- (j) **(Financial statements)**: its financial statements current as at the date of this Deed have been prepared in accordance with the laws of Australia and (except where inconsistent with those laws) generally accepted accounting principles consistently applied, and give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up, and of the results of operations for the financial year then ended, and there has been no change since that date having a Material Adverse Effect on it, or on it and its subsidiaries on a consolidated basis;
- (k) **(Other information)**: the written information and reports (if any) which it has given to the Beneficiary in connection with the negotiation and preparation of this Deed:
 - (i) was, when given, true and accurate in all material respects and not misleading, whether by omission or otherwise; and
 - (ii) contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and were fair and reasonable when made or formed; and
- (l) **(No filings or Taxes)**: it is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence of this Deed that this Deed or any other instrument be filed or registered with any Government Agency or that any Taxes be paid.

5.2 Reliance on representations and warranties

The Guarantor acknowledges that the Beneficiary entered into the Contract in reliance on the representations and warranties in this clause 5.

5.3 No representations to Guarantor

The Guarantor confirms that it has not executed this Deed as a result of or in reliance upon any promise, representation, statement or information of any kind or nature whatever given or offered to it by or on behalf of the Beneficiary whether in answer to any inquiry by or on behalf of the Guarantor or not.

6. Payments

6.1 On demand

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

6.2 Payment in gross

All money received or recovered by the Beneficiary on account of the Guaranteed Money will be treated as payments in gross.

6.3 Appropriation of payments

The Beneficiary may appropriate any money received by it under or in respect of this Deed, any Transaction Document or any Security in the manner and order and at all times as the

Beneficiary in its absolute discretion determines.

6.4 Interest

The Guarantor must on demand by the Beneficiary from time to time pay interest on all Unpaid Amounts. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment at the Specified Rate and, if not paid when due, will itself bear interest in accordance with this clause 6.4. Interest is calculated on the basis of the actual number of days on which interest has accrued and on a 365 day year.

6.5 Merger

If the liability of the Guarantor to pay to the Beneficiary any money under this Deed becomes merged in any judgment or order, then as an independent obligation the Guarantor must pay interest on the amount of that money at the rate which is the higher of that payable under clause 6.4 and that fixed by or payable under the judgment or order.

6.6 Withholding for Taxes

All payments by the Guarantor under this Deed will be without deduction or withholding for any present or future Taxes unless the Guarantor is compelled by law to make any deduction or withholding and if this is the case, the Guarantor must pay to the Beneficiary any additional amounts as are necessary to enable the Beneficiary to receive, after all those deductions and withholdings, a net amount equal to the full amount which would otherwise have been payable had no deduction or withholding been required to be made.

7. Expenses, stamp duty and GST

7.1 Expenses

The Guarantor must on demand indemnify and keep indemnified the Beneficiary against all reasonable expenses, including legal fees, costs and disbursements on a solicitor/own client basis, incurred by the Beneficiary in connection with the successful enforcement, attempted enforcement or preservation of any rights under this Deed.

7.2 Stamp duties

The Guarantor must:

- (a) **(Payment of all duties)**: pay all stamp duties, registration and similar Taxes, including fines and penalties, financial institutions duty (if any) and debits tax (if any) in connection with the execution, delivery, performance, enforcement or attempted enforcement of this Deed or any payment or other transaction under or contemplated in this Deed; and
- (b) **(Indemnity)**: indemnify and keep indemnified the Beneficiary against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes.

7.3 Goods and Services Tax

- (a) Capitalised expressions which are not defined in this clause 7.3 but which have a defined meaning in the GST Law have the same meaning in this clause 7.3.

In this clause 7.3 and elsewhere in this Deed where relevant:

- (i) **GST** means the goods and services tax imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge arising directly as a result of a default by the Guarantor of an obligation under this Deed;
- (ii) **GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the prevailing rate of GST;
- (iii) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (iv) **Payment** means:

- (A) the amount of any monetary consideration (other than a GST Amount payable under this clause 7.3); and
 - (B) the GST Exclusive Market Value of any non-monetary consideration, paid or provided by the Guarantor for any Supply made under or in connection with this Deed or the Contract and includes an amount payable by way of indemnity, reimbursement, compensation or damages.
- (b) The parties agree that:
- (i) all Payments have been set or determined at an amount which is net of GST;
 - (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply made by the Beneficiary, the GST Amount in respect of the Payment must be paid by, or on behalf of, the Guarantor to the Beneficiary as any additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
 - (iii) the Beneficiary will provide a Tax Invoice, before any GST Amount is payable under this clause 7.3(b).
- (c) If a payment (including a Payment as defined in this clause 7.3) to the Beneficiary by the Guarantor under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by the Beneficiary, then the payment will be reduced by the amount of any input tax credit to which the Beneficiary is entitled for that loss, cost or expense.

8. Assignments

The Beneficiary may at any time assign or otherwise transfer all or any part of its rights under this Deed to any party to whom it validly assigns the benefit of the Contract and may disclose to a proposed assignee or transferee any information in the possession of the Beneficiary relating to the Guarantor.

9. Governing law and jurisdiction

9.1 Governing law

This Deed and where applicable, the arbitration reference contained in clause 9.3 of Schedule 7A to this Deed, is governed by and will be construed in accordance with the laws of the State or Territory which govern the Contract.

9.2 Jurisdiction

- (a) **(Acceptance of jurisdiction):** The Guarantor irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of the State or Territory whose laws govern this Deed with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.
- (b) **(No objection to inconvenient forum):** The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any action or proceeding, and any claim it may now or in the future have that any action or proceeding has been brought in an inconvenient forum.

10. Miscellaneous

10.1 Certificate of Beneficiary

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

10.2 Notices

Every notice or other communication to be given or made under or arising from this Deed:

- (a) must be in writing;
- (b) must be signed by a person duly authorised to do so by the sender;

- (c) will be deemed to have been duly given or made to a person if delivered or posted by prepaid post to the address, or sent by fax to the fax number of that person set out in clause 10.3 (or any other address or fax number as is notified in writing by that person to the other parties from time to time); and
- (d) will be deemed to be given or made:
 - (i) (in the case of prepaid post) on the fifth day after the date of posting;
 - (ii) (in the case of delivery by hand) on delivery; and
 - (iii) (in the case of fax) on receipt of a transmission report confirming successful transmission.

10.3 Address for notices

The addresses and fax numbers of the parties for the purposes of clause 10.2 are:

The Guarantor

Address: Level 14 Tower Three, International Towers Sydney Exchange Place,
300 Barangaroo Avenue, Barangaroo NSW 2000

Fax No.: Not Used

Attention: The Company Secretary
Lend Lease Construction Australia Holdings Pty Limited

The Beneficiary

Address: 20-44 Ennis Road, Milsons Point NSW 2061, (for delivery by hand),
Locked Bag 928 North Sydney NSW 2059, (for delivery by post)

Fax No.: Not Used

Attention: Director Infrastructure Development

10.4 Continuing obligation

This Deed will be a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, a disclaimer of any contract (including any Transaction Document) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws, express or implied revocation or any other matter or thing, and continues to entitle the Beneficiary to the due and punctual payment of any of the Guaranteed Money which becomes due or owing or is incurred after termination, settlement of account, payment, revocation or other matter or thing until a final discharge has been given to the Guarantor.

10.5 Further assurance

The Guarantor will immediately on demand by the Beneficiary, and at the entire cost and expense of the Guarantor, perform all things and execute all agreements, assurances and other documents as the Beneficiary reasonably requires, to perfect or give effect to the rights and powers of the Beneficiary created, or intended to be created, by this Deed.

10.6 Form of demand

A demand on the Guarantor for performance under this Deed may be in the form and contain any information as the Beneficiary determines. Where the demand relates to the payment of Guaranteed Money it shall specify the amount demanded and the basis of the calculation.

10.7 Severability of provisions

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

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

10.8 Remedies cumulative

The rights and remedies conferred by this Deed on the Beneficiary are cumulative and in

addition to all other rights or remedies available to the Beneficiary by law or by virtue of any Transaction Document or any Security.

10.9 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 the Beneficiary will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver, consent or approval given by the Beneficiary under this Deed will only be effective and binding on the Beneficiary if it is given or confirmed in writing by the Beneficiary, or given verbally and subsequently confirmed in writing by the Beneficiary.
- (c) No waiver by the Beneficiary of a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.

10.10 Consents and approvals

Where under this Deed the consent or approval of the Beneficiary is required to any act or thing then, unless expressly provided otherwise in this Deed, that consent or approval may be given or withheld in the absolute and unfettered discretion of the Beneficiary.

10.11 Moratorium legislation

To the fullest extent permitted by law, the provisions of all legislation whether existing now or in the future, operating directly or indirectly:

- (a) to lessen or otherwise to vary or affect in favour of the Guarantor any obligation under this Deed; or
 - (b) to delay or otherwise prevent or prejudicially affect the exercise of any rights or remedies conferred on the Beneficiary under this Deed,
- are expressly waived and excluded.

10.12 Debit accounts and set-off

The Beneficiary may without prior notice to the Guarantor set-off any amount which is owing on any account whatsoever by the Beneficiary to the Guarantor against any liability of the Guarantor to the Beneficiary under this Deed. The rights of the Beneficiary under this clause 10.12 are without prejudice and in addition to any other right or remedy to which it is at any time entitled.

10.13 Counterparts

This Deed may be executed in any number of counterparts and by the different parties on different counterparts, each of which constitutes an original of this Deed, and all of which together constitute one and the same instrument.

10.14 Execution by less than all parties

This Deed binds each of the persons executing it notwithstanding:

- (a) that one or more of the persons named in this Deed as a Guarantor may not execute or may not become or may cease to be bound by this Deed; or
- (b) that the Beneficiary may not execute or may only subsequently execute this Deed.

10.15 Resolution of disputes binding

The settlement or the final resolution of any dispute arising under or in connection with the Contract, including any dispute as to the Contractor's liability under or in connection with the Contract, in accordance with the procedures provided for in the Contract or otherwise as agreed between the parties in the Contract, will be final and binding on the Guarantor and the Guarantor will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

10.16 No right to be heard

To the fullest extent permitted by law, the Guarantor waives and expressly disclaims any right to be heard at or appear in any proceedings (whether judicial, arbitral, administrative or of any other nature including but not limited to any alternative dispute resolution) conducted for

the purpose of settling or resolving or attempting to settle or resolve any dispute referred to in clause 10.15 or otherwise to be involved in the settlement or resolution of any such dispute.

10.17 Civil Liability Act

- (a) It is agreed that the operation of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
- (b) Without limiting the generality of clause 10.17(a), it is further agreed that the rights, obligations and liabilities of the Beneficiary and the Guarantor (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.

Executed as a deed.

Executed by **Lendlease Construction Australia Holdings Pty Ltd (ABN 50 147 880 966)** in accordance with Section 127 of the *Corporations Act 2001* (Cth)

Signature of Director



Signature of Director/Company Secretary
(Please delete as applicable)



Name of Director (print)

Name of Director/Company Secretary (print)

Signed Sealed and Delivered by

as an authorised delegate of **Roads and Maritime Services (ABN 76 236 371 088)** in the presence of:

Signature

Signature of Witness

Name of Witness in full

Schedule 7A

Dispute provisions for certain foreign Guarantors

(Clause 9)

Explanatory Note: Where the Guarantor is a foreign entity and resident in a jurisdiction with reciprocity of treatment in relation to the enforcement of judgments for the purposes of the *Foreign Judgments Act 1991* (Cth), clause 9.2 of the Deed will apply. If, however, the Guarantor is a foreign entity and resident in a jurisdiction where there is no reciprocity, clause 9.1 of the Deed and clauses 9.3 to 9.8 of this Schedule will apply.

9.3 Reference to arbitration

- (a) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (b) The seat of the arbitration will be Sydney.
- (c) The number of arbitrators will be three.
- (d) The language of the arbitration will be English.

9.4 General principles

The parties further agree to the following general principles relating to the procedure of the arbitration:

- (a) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any dispute;
- (b) that any arbitration conducted pursuant to this clause 9 shall not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal;
- (c) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
 - (i) how many written submissions will be allowed;
 - (ii) where appropriate, the length of written submissions;
 - (iii) the extent of document discovery permitted, if any;
 - (iv) the consolidation of arbitration proceedings, when requested;
 - (v) the joinder of parties or the consolidation of proceedings, when requested;
 - (vi) the length of any hearing; and
 - (vii) the number of experts, if any, each party is allowed to appoint; and
- (d) that the arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

9.5 Expedited proceedings

- (a) The parties agree that the arbitral tribunal will conduct the arbitration as expeditiously as possible and no party will unnecessarily delay the arbitration proceedings.
- (b) All evidence in chief will be in writing, unless otherwise ordered by the arbitral tribunal.
- (c) Each party may only rely upon one expert witness in respect of any recognised area of specialisation, unless otherwise ordered by the arbitral tribunal.
- (d) After consultation with the parties the arbitral tribunal will determine whether to conduct the proceedings on the basis of documents and other materials only or whether an oral hearing will be held. In doing so the arbitral tribunal shall have particular regard to the parties' request for an expedited procedure and the rules of natural justice.

- (e) If the arbitral tribunal determines that an oral hearing will be conducted, the following principles will apply in respect of the oral hearing:
- (i) the duration of the oral hearings shall be fixed by the arbitral tribunal;
 - (ii) unless otherwise ordered by the arbitral tribunal, the oral hearing shall be conducted on a stop-clock basis with the effect that the time available to the parties will be split equally between the parties so that each party shall have the same time to conduct its case unless, in the opinion of the arbitral tribunal, such a split would breach the rules of natural justice or is unfair to one of the parties;
 - (iii) oral evidence in chief at the hearing shall be permitted only with the permission of the arbitral tribunal for good cause;
 - (iv) not less than 14 days prior to the date fixed for the oral hearing, or any other period of time specified by the arbitral tribunal, each party shall give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross-examination; and
 - (v) in exceptional circumstances the arbitral tribunal may extend the time for the oral hearing set pursuant to clause 9.5(e)(i) above.

9.6 Consolidation

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

9.7 Joinder

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

9.8 Award final and binding

Any award will be final and binding upon the parties.

Schedule 7B

Joint Venture provisions

Explanatory Note: If the Contractor is a Joint Venture, the following amendments to the Deed apply:

- (a) the definition of 'Relevant Person' is amended to read:

Relevant Person means the Contractor, each Parent Company Guarantor and any person who has executed a Security in favour of the Beneficiary.

- (b) clause 2.2 is amended to read:

2.2 Payment of Guaranteed Money

- (a) Subject to clause 2.2(b), if the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Beneficiary the Guaranteed Money which is then due and payable.
- (b) The Guarantor shall not be liable to pay to the Beneficiary any part or parts of the Guaranteed Money which have been paid to the Beneficiary by another Parent Company Guarantor.

- (c) clause 2.3 is amended to read:

2.3 Perform obligations

- (a) Subject to 2.3(b), if the Contractor defaults in the performance or observance of any of the Contractor's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Deed, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Contractor's Obligations then required to be performed by the Contractor in the same manner and on the same terms as the Contractor is required to perform the Contractor's Obligations.
- (b) The Guarantor shall not be responsible for performing the Contractor's Obligations to the extent the relevant Contractor's Obligations have been performed by another Parent Company Guarantor.

- (d) the first paragraph of clause 4.2 is amended to read:

4.2 Unconditional liability

Except to the extent of a reduction in the Guarantor's liability expressly provided for in clauses 2.2(b) or 2.3(b), the liability of the Guarantor under this Deed will not be affected by anything which, but for this clause 4.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (e) clause 4.2(o) is amended to read:

- (o) (**Administration**): the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:
- (i) the enforcement of this Deed against any Guarantor; and/or
- (ii) any claim for contribution against any Guarantor; or

- (f) clause 4.3 is amended to read:

4.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of any Guarantor or to exercise, apply, transfer or recover in favour of any Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

- (g) clause 10.15 is amended to read:

10.15 Resolution of disputes binding

The settlement or the final resolution of any dispute arising under or in connection with the Contract, including any dispute as to the Contractor's liability under or in connection with the Contract, in accordance with the

procedures provided for in the Contract or otherwise as agreed between the parties in the Contract, will be final and binding on each of the Guarantors and a Guarantor will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

Schedule 8

Quality Manager's Certificate – Payment Claim

(clauses 18.2(ba)(i)(A. and 18.2(c)(ii))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Quality Manager's name]**
("Quality Manager")

In accordance with the terms of clause 18.2(c)(ii) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, I hereby certify that all work the subject of the attached progress claim by the Contractor for [insert month] [insert year] has been executed and is in accordance with the requirements of the deed, subject to the following:

[If applicable, insert details of any exceptions]

.....
Signed by

[Insert Quality Manager's name]

Schedule 9

Quality Manager's Certificate – Progressive and at end of Landscaping Maintenance Period

(clause 11.2(c)(i), clause 14.5(d)(i) (when applicable) and clause 23.2 (definition of "Final Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Quality Manager's name]**
("Quality Manager")

In accordance with the terms of clause 11.2(c)(i) [*and clause 14.5(d)(i)*] of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, I hereby certify that between the following dates [*Insert dates of preceding 3 month period*]:

- (a) the Contractor's quality system under clause 11.1 of the deed was in accordance with RMS D&C Q6 and AS/NZS ISO 9001:2008 Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing;
- (b) the Contractor complied with and satisfied the requirements of RMS D&C Q6;
- (c) Subcontractors' quality systems which form a part of the Contractor's quality system were in accordance with AS/NZS ISO 9001:2008;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to RMS Representative and the Project Verifier in accordance with the deed.

.....
Signed by
[Insert Quality Manager's name]

Schedule 10

Quality Manager's Certificate - Construction Completion / Final Completion

(clauses 11.2(c)(ii) and 23.2 (definition of "Construction Completion" and "Final Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Quality Manager's name]**
("Quality Manager")

In accordance with the terms of clauses 11.2(c)(ii) and 23.2 (definitions of "Construction Completion" and "Final Completion") of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, I hereby certify that:

- (a) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
- (b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.2 of the deed;
- (c) the release of all Hold Points has been undertaken in accordance with the deed; and
- (d) all documentation has been recorded and submitted to the Project Verifier and RMS Representative in accordance with the deed.

.....
Signed by
[Insert Quality Manager's name]

Schedule 10A

Quality Manager's Certificate – Interface Milestone Completion

(clauses 11.2(c)(iii) and 23.2 (definition of "Interface Milestone Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Quality Manager's name]**
("Quality Manager")

In accordance with the terms of clauses 11.2(c)(iii) and 23.2 (definitions of "Interface Milestone Completion") of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, I hereby certify that in respect of the Interface Works:

- (a) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
- (b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.2 of the deed;
- (c) the release of all Hold Points has been undertaken in accordance with the deed; and
- (d) all documentation has been recorded and submitted to the Project Verifier and RMS Representative in accordance with the deed.

.....
Signed by
[Insert Quality Manager's name]

Schedule 11

Quality Manager's Certificate – Final Completion / Last Defects Correction Period

(clauses 11.2(c)(iv) and 23.2 (definition of "Final Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Quality Manager's name]**
("Quality Manager")

In accordance with the terms of clauses 11.2(c)(iv) and 23.2 (definition of "Final Completion") of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, I hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

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

.....
Signed by
[Insert Quality Manager's name]

Schedule 12

Deed of Appointment of Project Verifier

(clause 23.2 (definition of "Deed of Appointment of Project Verifier"))

This Deed made at Sydney on

Parties

Lendlease Engineering Pty Ltd

(ABN 40 000 201 516) of Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 ("**Contractor**")

Roads and Maritime Services,

(ABN 76 236 371 088) of 20-44 Ennis Road, Milsons Point NSW 2061 ("**RMS**")

Jacobs Group (Australia) Pty Limited

(ABN 37 001 024 095) of 100 Christie Street, PO Box 164, St Leonards NSW 2065 Australia ("**Project Verifier**")

Recitals

- A. On or about the date of this Deed, the Contractor entered into the Project Deed with RMS in respect of the Project.
- B. The Project Verifier represents that it is experienced generally in construction and project management and, in particular, in the construction and project management of works similar to the Project Works and offers its expertise in those fields.
- C. The Project Deed contemplates that the Project Verifier will discharge those functions set out in Schedule 12B.
- D. The Project Verifier will perform its obligations on the terms and conditions of this Deed.

This Deed provides:

1. Definitions and interpretation

1.1 Definitions

In this Deed words and expressions which have a defined meaning in the Project Deed have the same meaning in this Deed, except where otherwise expressly defined in this Deed, and:

Construction Verification Services means all Services relating to the verification of the construction of the Project Works, the Temporary Works and the performance by the Contractor of its construction obligations under the Project Deed.

Deed means this deed and the attached schedules.

Design Verification Services means all Services relating to the verification of the design of the Project Works, the Temporary Works and the performance by the Contractor of its design obligations under the Project Deed, including those specified in clause 12 of the Project Deed.

Early Works means any act which has or should have been performed by or on behalf of the Contractor or the Project Verifier, or matter or thing that occurred or should have occurred, prior to the date of the Project Deed and which the Project Deed contemplates as constituting Contractor's Work, including:

- (a) part or parts of the Works and/or the Property Works in connection with the adjustment or relocation of the Penrith Christian School sports oval and all associated scope under

the Early Works (Property Works) Agreement;

- (b) design work undertaken or required to be undertaken;
- (c) Project Plans prepared or required to be prepared;
- (d) services provided or required to be provided;
- (e) decisions or determinations made or required to be made;
- (f) Approvals sought and/or obtained or required to be sought and/or obtained; and
- (g) any other obligations of the Contractor under an Early Works Agreement.

Early Works Agreement means:

- (a) the Early Works (Property Works) Agreement; and
- (b) the Early Works Deed of Appointment of Project Verifier.

Early Works Deed of Appointment of Project Verifier means the agreement entered into (if any) between RMS, the Contractor and the Project Verifier for the Project Verifier to perform the role of Project Verifier in respect of the Contractor's activities under the Early Works (Property Works) Agreement.

Early Works (Property Works) Agreement means the agreement (if any) entered into between RMS and the Contractor before the date of the Project Deed in respect of works which the Project Deed contemplates as constituting Contractor's Work.

Fee means the amount payable to the Project Verifier for the performance of the Services in accordance with the Payment Schedule.

Foreign Sourced Components means any component, material or element that:

- (a) forms part of the Project Works or Temporary Works; and
- (b) is partially or completely sourced from, or manufactured or assembled at, a location that is outside Australia.

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* (as amended from time to time) or any replacement or other relevant legislation and regulations, except "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.

Initial Services means the Services, but only to the extent applicable to the Initial Works.

Initial Services Limit means [REDACTED] (excluding GST), as adjusted in accordance with this Deed.

Initial Verification and Monitoring Plan means the initial verification and monitoring plan contained in Part 1 of Schedule 12D to this Deed.

Minimum Requirements means the minimum requirements for the Verification and Monitoring Plan, as set out in Schedule 12F to this Deed.

Minimum Resources Commitment means the minimum level of resources to be provided by the Project Verifier for the performance of the Services, as set out in Clause 1 of Schedule 12H to this Deed.

Minimum Surveillance is the minimum level of continual attendance, monitoring and verification of the status of a product, and analysis of records to ensure that product requirements are being met, as set out in Schedule 12E to this Deed.

NCR means a non-conformity report.

Other Parties means RMS and the Contractor.

Payment Schedule means Schedule 12C to this Deed.

Project means the design and construction of the Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project as set out in the Project Deed.

Project Deed means the deed between RMS and the Contractor dated on or about the date of this Deed.

Project Documents means those agreements and other documents described in Schedule 12A to this Deed, and includes the REF Determination.

Project Verifier's Representative means the relevant person referred to in clause 3.3(c)(i) or clause 3.3(c)(ii) and any person holding that position in accordance with clause 3.3(b).

Services means those services listed in Schedule 12B to this Deed.

Verification and Monitoring Plan means the plan the Project Verifier is required to prepare in accordance with clause 3.6, and in respect of which RMS and the Contractor have not issued a notice under clause 3.6(b)(ii), as that plan is updated from time to time in accordance with clause 3.7 of this Deed.

1A. Initial Services

- (a) The parties agree that the Services are to be undertaken in stages, subject to clauses 1A(b)(iii) and 1A(b)(iv), in accordance with the Project Deed and this Deed.
- (b) From the date of this Deed until the earlier of the:
 - (i) Staged Commencement Date; or
 - (ii) termination of this Deed;the Project Verifier may perform the Initial Services, in accordance with this Deed, and all:
 - (iii) references to 'Services' that are in connection with the Services are to apply only to the extent of the Initial Services; and
 - (iv) obligations in connection with the Services are to be performed only to the extent relevant to the Contractor's Work prior to the Staged Commencement Date.
- (c) In respect of the Services, the Project Verifier:
 - (i) must not, and is not permitted to, proceed with any Services, other than the Initial Services, until the Staged Commencement Date;
 - (ii) will not be entitled to payment for the Services, other than the Initial Services, until the Staged Commencement Date; and
 - (iii) prior to the Staged Commencement Date, is not entitled to claim any amount in connection with the Services in excess of the Initial Services Limit.
- (d) RMS makes no representations as to if and when it will issue a Notice to Proceed, with any such decision at its sole and absolute discretion. If no Notice to Proceed is issued, the parties may terminate this Deed in accordance with this Deed.
- (e) The Contractor must promptly provide to the Project Verifier a copy of any Notice to Proceed issued under the Project Deed.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- (c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word "includes" in any form is not a word of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

1.3 Governing Law

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

1.4 Condition precedent

The rights and obligations of the parties under this Deed (other than this clause 1) will only become effective upon the valid and effective execution of the Project Deed by the Other Parties.

2. Appointment of the Project Verifier

2.1 Appointment

- (a) Each of the Other Parties appoints the Project Verifier under this Deed to perform the Services.
- (b) The Project Verifier confirms its acceptance of the appointment referred to in clause 2.1(a).

2.2 Payment

- (a) The Contractor will pay the Project Verifier, and warrants to RMS that it will pay the Project Verifier, the Fee in accordance with the Payment Schedule.
- (b) The Project Verifier must notify RMS in writing if any part of the Fee that is due and payable under and in accordance with this Deed remains unpaid 90 days after the due date for payment under and in accordance with this Deed for the purposes of RMS determining, in its absolute discretion, whether to refer the issue for consideration by the Management Review Group under clause 3.5 of the Project Deed.

2.3 Nature of Services

The Project Verifier and the Other Parties acknowledge and agree that the Verification and Monitoring Plan is incidental to, and does not limit or otherwise affect the Services or the Project Verifier's obligations under the Deed.

2.4 Early Works and application of this Deed

- (a) The parties agree that:
 - (i) this Deed applies retrospectively to all Early Works and the terms of this Deed will apply to all decisions made and documents issued by the Project Verifier in connection with the Early Works; and
 - (ii) the Project Deed applies retrospectively to all Early Works and the Early Works constitute a part of, and will be taken to be incorporated into, the Contractor's Work.
- (b) Subject to clause 2.4(c), the Project Verifier acknowledges that it is not entitled to make any claim arising out of or in connection with any act, matter or thing which has occurred or should have occurred prior to the date of the Project Deed.
- (c) Nothing in clause 2.4(b) affects the right of the Project Verifier to make a claim:
 - (i) for payment in accordance with clause 2.2; or

- (ii) which by law cannot be excluded.

3. Project Verifier's obligations

3.1 Acknowledgement

The Project Verifier acknowledges that:

- (a) it has received 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 "Project Verifier" under the Project Documents.

3.2 Further acknowledgements and warranties

The Project Verifier:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the knowledge, skill, expertise and experience of the Project Verifier in the performance of its obligations under this Deed; and
 - (ii) may suffer loss if the Project Verifier does not perform its obligations in accordance with the requirements of this Deed;
- (b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise, experience and care which would be reasonably expected of an expert professional providing services similar to the Services within the design and construction industry generally and the design and construction of major engineering works in particular;
- (c) warrants to the Other Parties that, at all times, it will act within the time requirements for the performance of its obligations under this Deed and the Project Documents, and where no time is prescribed, within a reasonable time, and will comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 3.2(a) and 3.2(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Project Verifier under or pursuant to this Deed or the Project Documents;
- (e) without limiting its obligations under any provision of this Deed, warrants to the Other Parties that:
 - (i) it will carry out and perform the Services in accordance with this Deed; and
 - (ii) without limiting subparagraph (i), to the extent the Verification and Monitoring Plan is not inconsistent with:
 - A. the Project Documents; or
 - B. the nature of the Services,it will carry out and perform the Services in accordance with the Verification and Monitoring Plan;
- (f) acknowledges that it must, when accessing the Construction Site and all places at which the Contractor's activities are being undertaken, comply with the reasonable directions of the Principal Contractor; and
- (g) will provide transport on site for the use of its site personnel.

3.3 Project Verifier's Organisation and Personnel

- (a) The Project Verifier must provide a dedicated management team and personnel who are engaged under an effective organisation structure and have appropriate and a sufficient degree of knowledge, skill, expertise and experience to perform its obligations under this Deed. The organisation structure must clearly identify positions, roles, skills, expertise, experience levels, tasks, resourcing levels, delegated authorities and responsibilities and internal and external lines of authority and communication and reporting, including those with RMS Representative and the Contractor.
- (b) The Project Verifier must ensure that the people referred to in clause 3.3(c):
 - (i) perform the services required of their respective positions;

- (ii) are not removed without the prior written consent of the Other 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), and if any of the people are removed:
 - A. they must be replaced by people of at least equivalent ability, knowledge, skill, expertise and experience (including the ability, knowledge, skill, expertise and experience required by clause 2 of Schedule 12H to this Deed); and
 - B. prior to removal and replacement, there must be a proper and adequate handover to ensure that the new personnel have a reasonable understanding of the Project and the Services; and
- (iii) are available for consultation as any party may reasonably require from time to time.
- (c) The people required to perform the Services are:
 - (i) Scott McKee as Project Verifier's Representative for the Design Verification Services;
 - (ii) Scott McKee as Project Verifier's Representative for the Construction Verification Services;
 - (iii) Mark Yabsley as Project Verifier's project director; and
 - (iv) the other persons listed in clause 2 of Schedule 12H to this Deed.
- (d) The Other Parties may direct the Project Verifier to remove from the performance of the Services any of the people referred to in clause 3.3(c) and the Project Verifier must comply with any such direction.
- (e) The Project Verifier must notify the Other Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 12B which the Project Verifier is required to execute as part of the Services (being Schedules 13, 14, 15, 16, 17 and 18 of the Project Deed). The Project Verifier must ensure that these certificates and documents are signed by the person or persons so notified.

3.4 Subcontracting

- (a) Subject to clause 3.3, the Project Verifier may not subcontract the performance of any of the Services without the prior written consent of the Other 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 to subcontract).
- (b) The Project Verifier 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 and omissions of the Project Verifier.
- (c) Unless the Other Parties otherwise approve in writing, the Project Verifier must contract with the subcontractors set out below in respect of the relevant part of the Services set out below:

Name of subcontractor	Relevant Services
Not applicable	Not applicable

- (d) Any Subcontract entered prior to issue of a Notice to Proceed must either:
 - (i) only be in respect of part of the Initial Services; or
 - (ii) if clause 3.4(d)(i) does not apply, contain a mechanism similar to clause 1A. so that in respect of the Services:
 - A. the subcontractor is not entitled to and must not undertake any Services, other than the Initial Services prior to the Staged Commencement Date; and

- B. the Project Verifier is not liable to pay the subcontractor for amounts in respect of services other than the Initial Services prior to the Staged Commencement Date,

and must allow the Project Verifier to terminate the subcontract if a Notice to Proceed is not issued, without the Project Verifier being required to pay an amount in excess of any amount properly due and payable for performance of that part of the Initial Services the subject of the subcontract.

3.5 Quality Assurance

- (a) The Project Verifier must implement a quality system in accordance with ISO 9000 and ISO 9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this Deed.
- (b) The Project Verifier 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 Other Parties with respect to the quality assurance requirements of this Deed, including any review of, comments upon, or notice in respect of, the Verification and Monitoring Plan or any audit under clause 3.9.

3.6 Verification and Monitoring Plan

- (a) The Project Verifier must prepare and submit to the Other Parties within 10 Business Days of the date of this Deed a "Verification and Monitoring Plan" which must:
 - (i) be based on the Initial Verification and Monitoring Plan;
 - (ii) address the matters identified in Part 2 of Schedule 12D to this Deed; and
 - (iii) comply with the Minimum Requirements, the Minimum Surveillance, the Minimum Resources Commitment and clause 2 of Schedule 12H to this Deed.
- (b) The RMS may:
 - (i) review the Verification and Monitoring Plan submitted under clause 3.6(a); and
 - (ii) if the Verification and Monitoring Plan does not comply with this Deed, or if the RMS believes that the Verification and Monitoring Plan does not comply with the Minimum Requirements, the Minimum Surveillance, the Minimum Resources Commitment or clause 2 of Schedule 12H to this Deed, notify the Project Verifier with details of the non-compliance.
- (c) If the Project Verifier receives a notice under clause 3.6(b)(ii), the Project Verifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties after which clause 3.6(b) will reapply.
- (d) If the Project Verifier does not receive a notice under clause 3.6(b)(ii) within 21 days after the submission of the relevant Verification and Monitoring Plan, the relevant Verification and Monitoring Plan submitted will be the Verification and Monitoring Plan with which the Project Verifier must comply (as it is updated from time to time under and in accordance with clause 3.7).

3.7 Revisions to the Verification and Monitoring Plan

- (a) The Project Verifier must:
 - (i) progressively amend, update and develop the Verification and Monitoring Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Contractor's Work, and Variations under the Project Deed and any changes in the manner of performing the Services;
 - (ii) ensure that any amendments, updates or developments of the Verification and Monitoring Plan under clause 3.7(a)(i) are consistent with, and comply with, the Minimum Requirements, the Minimum Surveillance, the Minimum Resources Commitment and clause 2 of Schedule 12H to this Deed; and
 - (iii) submit each revision of the Verification and Monitoring Plan to the Other Parties.
- (b) RMS may:
 - (i) review the Verification and Monitoring Plan submitted under clause 3.7(a); and

- (ii) if the Verification and Monitoring Plan does not comply with this Deed, including that the revised Verification and Monitoring Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Initial Verification and Monitoring Plan,

notify the Project Verifier with details of the non-compliance or reduction.

- (c) If the Project Verifier receives a notice under clause 3.7(b)(ii), the Project Verifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties after which clauses 3.7(a) to 3.7(c) will re-apply.
- (d) RMS owes no duty to the Project Verifier to review the Verification and Monitoring Plan for errors, omissions or compliance with this Deed.
- (e) Without limiting clause 3.2(e), the Project Verifier must not, either in the preparation of the Verification and Monitoring Plan required by clause 3.6(a) or the amending, updating and development of the Verification and Monitoring Plan required by clause 3.7(a)(i), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise contained in the Initial Verification and Monitoring Plan without the prior written approval of RMS Representative.
- (f) The Project Verifier must not amend the Verification and Monitoring Plan other than in accordance with this clause 3.7.

3.8 Progress Reports by the Project Verifier

During the period from the date of this Deed until the end of Construction Completion, the Project Verifier must provide a monthly progress report (one hard copy plus simultaneous provision of an electronic copy) to each of RMS Representative and the Contractor by the seventh day of the following month and in such format as is required by RMS Representative, containing, identifying or setting out:

- (a) a description of the verification activities undertaken during the reporting period;
- (b) a list or schedule of design and construction surveillance, monitoring and audits undertaken by the Project Verifier during the reporting period;
- (c) a summary of key risks and issues relating to the Services;
- (d) the Project Verifier's current and planned resources and staffing levels;
- (e) details of any Contractor non-conformities raised by the Project Verifier or RMS and details on the verification of the rectification by the Contractor of non-conformities;
- (f) details of the surveillance, monitoring and auditing proposed to be undertaken by the Project Verifier 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) details of the current version of the Verification and Monitoring Plan and a summary of any amendments, updates and developments to the Verification and Monitoring Plan during the reporting period; and
- (h) any act, matter or thing which has or is likely to have a material adverse effect on the progress and provision of the Services, together with detailed particulars on how the Project Verifier is dealing or proposes to deal with any such act, matter or thing.

3.9 Audit and surveillance

- (a) The Project Verifier must:
 - (i) allow any audit of its quality assurance system under this Deed by a third party, at the request of the Other Parties or any one of them; 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 Project Verifier must, at all times:
 - (i) give to the third party access to premises occupied by the Project Verifier where the Services are being undertaken; and
 - (ii) permit the third party to inspect applicable information relevant to the quality assurance audit.

3.10 Access to records

- (a) From the date of this Deed and for a period of seven years following completion of the Services, the Project Verifier must, within a reasonable time of any request, give the Other Parties access to any records or other documents prepared or generated by or on behalf of the Project Verifier arising out of or in connection with the carrying out the Services.
- (b) Digital media records are to be provided in both native format and formats with the greatest potential for long term survival such as Portable Document Format specialised for the preservation of electronic documents (PDF/A-1) or equivalent.

4. Independence and Confidentiality

4.1 Project Verifier to be independent

The Project Verifier warrants to the Other Parties that in performing the Services, it will act:

- (a) independently of the Other Parties;
- (b) honestly, diligently and reasonably;
- (c) with the degree of professional, knowledge, skill, expertise, experience and care which would be reasonably expected of an expert professional providing services similar to the Services within the construction industry generally and the design and construction of major engineering works in particular; and
- (d) within the time prescribed under this Deed or the Project Documents or as anticipated by the Contract Program.

4.2 Confidentiality

The Project Verifier must keep confidential details of this Deed and all information and documents provided to, or by, the Project Verifier relating to the Services, the Project or the Project Documents and not provide, disclose or use the information or documents except:

- (a) to the Other 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 Other Parties.

This obligation will survive completion of the Services or the termination of this Deed.

5. Obligations of the Other Parties

5.1 No Interference or Influence

- (a) The Other Parties will not interfere with or attempt to improperly influence the Project Verifier 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.
- (b) Clause 5.1(a) does not prevent the Other Parties from providing written comments to the Project Verifier in respect of the Design Documentation or any other aspect of the Contractor's Work.

5.2 Co-operation by Contractor

Without limiting or otherwise affecting any of the Contractor's obligations under this Deed or the Project Documents, the Contractor must:

- (a) co-operate with and provide the Project Verifier with all information and documents necessary or reasonably required by the Project Verifier, or otherwise requested by the Project Verifier or directed by RMS;
- (b) allow the Project Verifier to attend all design meetings and procure for the Project Verifier access to such premises as may be reasonably necessary to enable the Project Verifier to perform the Services or as requested by the Project Verifier or directed by RMS, including allowing access to the Construction Site and all places at which the Contractor's activities are being undertaken, provided that the Project Verifier must comply with the reasonable directions of the Principal Contractor;

- (c) ensure that Hold Points and Witness Points are included in the Project Plans as required by the Project Verifier to enable the Project Verifier to perform the Services; and
- (d) establish, provide, maintain, operate, service and remove, at the Contractor's cost, the site facilities required by the Project Verifier for use by the Project Verifier's personnel, The Project Verifier's site facilities must be a separate building that adjoins the Contractor's main site administration facilities and must be provided by the Contractor to the satisfaction of the Project Verifier, including requirements for all weather car parking, covered walkways, office fit out, furnishings, air conditioning, fencing and gates, security systems, information technology and communications infrastructure (including network computers). The Project Verifier's site facilities must be available for use at least two months prior to the commencement of construction activities on the Construction Site and until four months after the Date of Construction Completion.

5.3 RMS to have no liability

- (a) Each party acknowledges that RMS is not, nor will be taken to have a liability, or to have assumed or become (on enforcement of any of their powers or otherwise), liable:
 - (i) to any party to this Deed by reason of RMS being a party to this Deed; or
 - (ii) for the performance of or failure to perform, any obligation of the Contractor or the Project Verifier under this Deed or the Project Documents.
- (b) Without limiting clause 5.3(a), each party acknowledges and agrees that the Project Verifier does not have the authority to authorise any non-compliance with the Project Documents.

6. Liability, insurance and indemnity

6.1 Limitation of liability

Subject to clause 6.2, the Project Verifier's liability under this Deed, from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to [REDACTED]

6.2 Exclusions

The limitation of liability in clause 6.1 does not apply to any claims arising out of or in connection with any of the following on the part of the Project Verifier 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, reckless or intentional indifference to any provision of this Deed or the rights or welfare of, or the 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 Project Verifier knew, or ought reasonably to have been aware, would result in substantial losses being incurred by, or substantial harmful consequences being suffered by, another party to the Deed.

6.3 Insurances

The Project Verifier must from the date of the Project Deed effect and maintain the policies of insurance listed in Schedule 12G to this Deed:

- (a) on the terms;
- (b) for the types;
- (c) for the periods; and
- (d) for the sums,

specified in Schedule 12G to this Deed.

6.4 Notice of matter affecting insurance

The Project Verifier must notify the Other Parties of any:

- (a) occurrence of an event that may give rise to a claim against any of the insurance policies obtained and maintained under, or as required by, this Deed; and

- (b) notice of any claim or subsequent proceeding or action and developments concerning the claim,

as soon as possible, and in any case no later than 2 business days after becoming aware of any such event or circumstance.

6.5 Provision of information

Before the Project Verifier starts any work for or in connection with this Deed and whenever requested in writing by any of the Other Parties, the Project Verifier must supply proof that all insurance policies which the Project Verifier is required to effect and maintain under this Deed (including insurance policies required to be taken out by subcontractors) are current.

If a notification is made pursuant to clause 6.4 of this Deed, the Project Verifier must provide all information reasonably requested by any of the Other Parties, and comply with all reasonable requests made by any of the Other Parties, in relation to the occurrence, claim, demand or circumstance the subject of the notice.

6.6 Subcontractors insurance

The Project Verifier must ensure that any subcontractor engaged by the Project Verifier who is not covered by the professional indemnity policy of insurance effected and maintained by the Project Verifier, effects and maintains a professional indemnity policy of insurance on terms, for the period and for the sum specified in Schedule 12G to this Deed.

6.7 Obligations unaffected by insurance

The requirement to effect and maintain insurance in this clause 6 does not limit the liability or other obligations of the Project Verifier under this Deed.

6.8 Indemnity

Subject to clause 6.1, the Project Verifier is liable for and indemnifies each Other 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 the negligent act, error or omission of the Project Verifier, its employees, agents, subcontractors or consultants.

7A Termination where no further stage

7A.1 Notice of termination

RMS may unilaterally terminate this Deed by notice in writing served on the Project Verifier at or about the same time that RMS terminates the Project Deed under clause 21.6 of the Project Deed, pursuant to clause 1A(e)(ii) of the Project Deed.

7A.2 Consequences of termination

Where RMS terminates this Deed under this clause 7A:

- (a) clauses 7.1 to 7.9 will not apply;
- (b) the appointment of the Project Verifier will terminate on the date specified in the notice issued under clause 7A.1;
- (c) on or before the date of termination of the appointment of the Project Verifier, the Project Verifier must deliver up to RMS all books, records, drawings, specifications and other documents in the possession, custody or control of the Project Verifier relating to the Services;
- (d) the Project Verifier acknowledges that RMS has the right to use all such documents for the purposes of the Project Documents and the Project;
- (e) the Project Verifier is only entitled to be paid by the Contractor the proportion of the Fee for Services performed up to the date of the termination and will have no other right to payment; and
- (f) termination under this clause 7A will be without prejudice to any claim which one or both of the Other Parties may have in respect of any breach of the terms of this Deed which occurred prior to the date of termination.

7A.3 Application of clause 7A

This clause 7A:

- (a) subject to clause 7A.2(a), does not limit the Other Parties' rights under clause 7.1 to 7.9;
- (b) does not apply to any termination of this Deed other than in the circumstances referred to in clause 7A.1; and
- (c) will survive the termination of this Deed under clause 7A.1.

7. Termination of appointment

7.1 Notice of termination

The Other Parties may jointly terminate this Deed by notice in writing served on the Project Verifier if:

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

7.2 Prior agreement on replacement

Prior to serving a notice under clause 7.1, RMS and the Contractor must have agreed upon another person to act as a replacement for the Project Verifier.

7.3 Termination

Where a notice is served on the Project Verifier under clause 7.1, the appointment of the Project Verifier 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 Project Verifier.

7.4 Delivery of documents

Upon the date of termination of the appointment of the Project Verifier, the Project Verifier:

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Project Verifier relating to the Services; and
- (b) acknowledges that the Other Parties have the right to use all such documents for the purposes of the Project Documents and the Project.

7.5 Reasonable assistance

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

7.6 Payment until date of termination

Where this Deed is terminated under clause 7.1(d), the Project Verifier is only entitled to be paid by the Contractor the proportion of the Fee for Services performed up to the date of the termination.

7.7 Termination without payment

Termination of this Deed will be without prejudice to any claim which one or both of the Other Parties may have in respect of any breach of the terms of this Deed which occurred prior to the date of termination.

7.8 Survive termination

This clause 7 will survive the termination of this Deed by the Other Parties under clause 7.1.

7.9 Rights upon Termination

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

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 (apart from financial institutions duties or bank account debit taxes which will lie between the parties as they fall) and any related fines and penalties 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 make any application for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause.

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 (the "**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 (the "**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 sub-clause (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 (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 and any other matter considered by the expert to be relevant to the determination.

9. Miscellaneous

9.1 Further acts

Each party will 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.

9.2 Notices

Any notices contemplated by this Deed:

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

Name: Roads and Maritime Services
Address: 22, Ennis Road, Milsons Point, NSW 2061
Fax no: Not used
Email: Jeff.MCCARTHY@rms.nsw.gov.au
For the attention of: Director, Infrastructure Development

with a copy to:

Name: RMS Representative
Address: 27-31 Argyle Street, Parramatta NSW, 2150
(for delivery by hand)
PO Box 973, Parramatta 2124
(for delivery by post)
Fax no: +61 2 8849 2918
Email: Peter.Ross@rms.nsw.gov.au
For the attention of: Peter Ross, Principal Manager, RMS Representative

Name: Lendlease Engineering Pty Ltd
Address: Level 14 Tower Three, International Towers, Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000
Fax no: (02) 9499 0470
Email: adrian.pearse@lendlease.com
For the attention of: Adrian Pearse

Name: Jacobs Group (Australia) Pty Ltd
Address: 100 Christie Street, St Leonards NSW 2065
(PO Box 164 St Leonards NSW 2065)
Fax no: 02 9928 2500
Email: scott.mckee@jacobs.com
For the attention of: Scott McKee

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

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted to the relevant address, or sent by fax to the number, of the addressee, in accordance with clause 9.2(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
 - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non business day, or is after 5.00pm on a business day, when that communication will be deemed to be received at 9.00am on the next business day; and
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 9.2(b), 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 where "business day" means a day (not being a Saturday or Sunday) on which banks are generally open for business in the place of receipt of that communication.
- (f) Any notice contemplated by this deed to be given to RMS must be delivered to RMS address or sent by facsimile in accordance with clause 9.2(b).
- (g) Subject to clause 9.2(f), the party making the communication may give any notice contemplated by this deed to be given to other parties by email, to the relevant email address in accordance with clause 9.2(b) or to a new email address which one party notifies to the other parties in writing from time to time.
- (h) A notice given by email is taken to have been received on the next business day after the day on which the email was issued, provided the sender does not receive notification that the email was not successfully received in the recipient's inbox.

9.3 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 9.3(a).

9.4 Amendments

This Deed may only be varied by a document signed by or on behalf of each of the parties.

9.5 Assignment

No party to this Deed may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other party to this Deed.

9.6 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 will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other 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 of a breach of any term of this Deed will operate as a waiver of any breach of that term or of a breach of any other term of this Deed.

9.7 Consents

Any consent or approval referred to in, or required under, this Deed from any party may be given or withheld, or may be given subject to any conditions as that party (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

9.8 Counterparts

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

9.9 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.

9.10 Entire agreement

To the extent permitted by law, in relation to the subject matter of this Deed, 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.

9.11 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.

9.12 Relationship of the parties

- (a) The relationship between and among the parties to this Deed will not be that of partners or joint venturers and nothing herein contained will be deemed to constitute a partnership or joint venture among them and no party will have authority or power to act unilaterally as agent for the other.
- (b) It is understood that the Project Verifier is acting as an independent contractor for the Other Parties and therefore, the Project Verifier is not authorised to enter into any binding obligations on behalf of either or both of the Other Parties.

9.13 Replacement Body Interpretation

If an authority or body referred to in this Deed:

- (a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another organisation; or
- (b) ceases to exist,

this Deed is deemed to refer to that organisation which serves substantially the same purpose or object as the former authority or body.

9.14 Severance

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

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

9.15 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.

9.16 Civil Liability Act

- (a) It is agreed that the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
- (b) Without limiting the generality of clause 9.16(a) it is further agreed that the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.

Schedule 12A - Project Documents

	Contract Name and Parties	Contract Date
1	Project Deed and Schedules	On or about December 2016
2	Exhibits to the Project Deed and Appendices	On or about December 2016

Schedule 12B - Project Verifier Services

1. Project Deed functions

The Project Verifier must discharge the functions, obligations, duties and services which the Project Documents contemplate will be discharged by the Project Verifier, which include the following:

- (a) functions, obligations, duties and services identified in the Project Deed (where the clause references below are to clauses in the Project Deed):

- Clause 2.4(a)(i) Independently verify in accordance with this Deed that:
- (a) the Project Works; and
 - (b) the relevant elements of the Temporary Works identified in Item 13B of Schedule 1 of the Project Deed,
- comply with the requirements of the Project Deed;
- Clause 2.4(a)(ii) Make determinations on matters that the Project Deed expressly requires be determined by the Project Verifier;
- Clause 2.4(c) Receive all information and documents, attend all design meetings, obtain access to such premises as may be necessary or reasonably required for the performance of the obligations of the Project Verifier under this Deed and insert Hold Points or Witness Points in the Project Plans and designate the Authority to release the Hold Points;
- Clause 2.4(d) Execute and provide certificates in the form of:
- (a) Schedule 14 every 3 months from the date of the Project Deed until, and at, Construction Completion;
 - (b) Schedule 16 as a condition precedent to Construction Completion;
 - (ba) Schedule 16A as a condition precedent to Interface Milestone Completion;
 - (c) Schedule 17 on request in connection with the rectification of particular Defects nominated by RMS Representative; and
 - (d) Schedule 18 upon the expiry of the last Defects Correction Period;
- Clause 2.5(d)(ii)B Receive from the Proof Engineer a copy of a comprehensive report on the independent assessment of all factors influencing the final integrity of elements of the Project Works and associated Temporary Works;
- Clause 3.1(d) Attend preliminary start-up and construction start-up workshop;
- Clause 3.2(b) When required by RMS Representative, attend weekly Construction Site meetings;
- Clause 3.3(b) When required by RMS Representative or the Project Director, attend Evaluation Meetings;
- Clause 3.4 When required by RMS Representative, attend meetings of the Project Control Group;
- Clause 3.6(a) Attend meetings of the Project Design Group;
- Clause 3.8(c) Receive each Project Plan;
- Clause 3.8(e) Receive each amended Project Plan;
- Clause 3.8(g)(ii) Receive each further developed, amended or updated Project Plan;
- Clause 3.8(i) Receive each compliant Project Plan;
- Clause 3.12(c) Review the Aboriginal Participation Report;
- Clause 5.1(c)(i) Monitor the preparation of, and review and comment on, the Approval Related Documentation prepared by the Contractor;
- Clause 5.1(c)(ii) Receive all Approval Related Documentation;

- Clause 5.1(c)(iii) Consult (if necessary or desirable) with the Contractor and comment on the Approval Related Documentation;
- Clause 5.1(c)(v) If necessary or desirable, request and receive information from the Contractor in order to review and consider the Approval Related Documentation;
- Clause 11.2(a)(ii) Observe, monitor, audit and test all aspects of quality in the Contractor's Work and the durability of the Project Works to verify compliance with the requirements of the Project Deed;
- Clause 11.2(a)(iii) Review and assess the quality of the Contractor's Work, and the durability of the Project Works to verify the Contractor's compliance with the requirements of the Project Deed;
- Clause 11.2(b)(ii) Receive reports on quality issues from the Quality Manager;
- Clause 11.2(d) Audit and review each revision of the Quality Plan within 14 days of submission of the plan to RMS Representative;
- Clause 12.2(b) Review, comment on and monitor the design performance of the Contractor in accordance with clause 12.2 of the Project Deed;
- Clause 12.2(d) Receive Design Documentation;
- Clause 12.2(h) Verify the Final Design Documentation (and any amended versions of Final Design Documentation):
- (a) comply with the Project Deed including the Scope of Works and Technical Criteria (and in particular the durability and design life requirements); and
 - (b) are documented to enable construction in compliance with the Project Deed (including to the extent applicable in respect of the correction of Defects),
- by providing design verification in the form of Schedule 15 to the Project Deed attaching a register of drawings the subject of the verification. Any comments or conditions stated in such verification must only be minor in nature (for example, correcting incorrect drawing references). For the avoidance of doubt, such comments or conditions must not relate to any aspect of the Design Documentation that may impact or adversely effect the performance or the functional integrity of the Works;
- Clause 12.2(ha) Verify the IFC Design Documentation (and any amended versions of IFC Design Documentation) by providing design verification in the form of Schedule 15 to the Project Deed attaching a register of drawings the subject of the verification. Such verification must not be subject to any comments or conditions (whether minor or otherwise);
- Clause 14.5(d)(ii) Execute and provide a certificate to RMS Representative in the form of Schedule 14 to the Project Deed as a condition precedent to RMS Representative issuing a notice to the Contractor under clause 14.5(b)(i) of the Project Deed;
- Clause 17.1(a) Receive subsidiary programs for all activities to be undertaken in carrying out the Contractor's Work (including procurement of goods and materials);
- Clause 17.1(d) Receive reviewed and updated Contract Programs and Subsidiary Contract Programs along with the reports required by section 24.1.1 of the Contractor Documentation Schedule;
- Clause 18.2(c)(iii) Verify in the form of Schedule 13 of the Project Deed that the parts of the Contractor's Work claimed for payment comply with the requirements of the Project Deed, for each progress claim made by the Contractor under clause 18.2(a) of the Project Deed;

(b) verify any:

- (i) Foreign Sourced Design; and
- (ii) Foreign Sourced Components (excluding undertaking overseas monitoring and verification);
- (c) otherwise discharge the role, functions, obligations, duties and services of the Project Verifier under the Project Deed, including those identified in the Scope of Works and Technical Criteria; and
- (d) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Deed of the "Project Verifier" and review information made available to the Project Verifier by the Other Parties in order to become fully acquainted with the Project.

2. General

The Project Verifier must also discharge the following functions, obligations, duties and services:

- (a) attend meetings and report as required from time to time by the Other Parties;
- (b) carry out any additional services in relation to the Project as jointly directed in writing by the Other Parties; and
- (c) undertake, as a minimum, the surveillance listed in Schedule 12E.

3. Initial Services

For the avoidance of doubt, prior to the Staged Commencement Date, the Services are limited to the Initial Services and the Contractor's Work in connection with the Works prior to the Staged Commencement Date.

Schedule 12C - Payment Schedule

1. Payment claim

At the end of each month after the date of the Project Deed, the Project Verifier must submit to the Contractor a claim for payment on account of the Fee:

- (a) setting out the value of the 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 Contractor may reasonably require,

(Payment Claim).

The Project Verifier must, at the time of submission of its Payment Claim to the Contractor, provide a copy of the Payment Claim to RMS Representative.

2. Payment

The Contractor must, within 30 days after receipt of the Payment Claim for the month, pay the Project Verifier that portion of the Fee attributable to the Services performed during the month.

3. Notification of disputed amounts

The Contractor must pay the Project Verifier any amount included in a Payment Claim which it does not dispute. If the Contractor disagrees with an amount included in the Payment Claim, the Contractor must within 10 Business Days after receipt of the relevant Payment Claim notify the Project Verifier and RMS Representative in writing of the reasons for any amount which is disputed. If the Contractor fails to give any such notice, the Contractor must pay the Project Verifier the amount claimed by the Project Verifier in the Payment Claim.

4. The Fee

- (a) The Fee consists of the following components:

- (i) a lump sum of [REDACTED] exclusive of GST for the Design Verification Services; and
- (ii) a lump sum of [REDACTED] exclusive of GST for the Construction Verification Services,

subject to adjustment in accordance with clauses 4(b) or 4(c) below (as the case may be).

- (b) Where:

- (i) there has been a significant delay to the performance of the Construction Verification Services having regard to the Contract Program;
- (ii) the Date of Construction Completion occurs after the Date for Construction Completion as at the date of the Project Deed; and
- (iii) clause 17.6(a)(ii) of the Project Deed applies,

the lump sum referred to in clause 4(a)(ii) will be adjusted by the amount (A) determined under and in accordance with clause 17.6(a)(ii) of the Project Deed.

- (c) In addition to clause 4(b), adjustments will be made to the lump sums referred to in clause 4(a) in accordance with:

- (i) the appropriate rates set out in the Schedule of Rates in clause 6 of this Payment Schedule; and
- (ii) the disbursements set out in clause 7 of this Payment Schedule,

for reasonable increases or decreases in the cost to the Project Verifier of performing the Design Verification Services and/or the Construction Verification Services which arise as a result of (without double counting):

- (iii) a Variation directed by RMS Representative under the Project Deed;
- (iv) any re-verification of previously certified design packages due to changes in Design Documentation. In relation to the re-verification of any design packages

during the provision of the Construction Verification Services, adjustments will be made to the lump sum for the Design Verification Services referred to in clause 4(a)(i) only to the extent that the time involved in undertaking the re-verification work, and addressing non-conformities, by the Project Verifier exceeds 40 hours in total;

- (v) a significant delay to the performance of the Design Verification Services and/or Construction Verification Services having regard to the Contract Program, but only to the extent that:
 - A. in the case of the Design Verification Services, the Design Verification Services are required to be carried out for longer than 12 months; and
 - B. in the case of the Construction Verification Services, the delay was caused by:
 - 1) the Contractor; or
 - 2) a breach of the Project Deed by RMS and, in respect of that breach, an extension of time has been granted under clause 17.5 of Project Deed;
- (vi) the review and verification of more than 160 design packages in total; or
- (vii) any additional services jointly directed in writing by the Other Parties, as required by paragraph (d) under the heading "General" in Schedule 12B of this Deed.

In this clause, a "design package" means each submission of the Design Documentation to the Project Verifier and other information required by clause 12.2(d) of the Project Deed relating to each discrete design element of the Contractor's Work and includes the Design Documentation that is produced for each of the Developed Concept Design, Substantial Detailed Design, Final Design Documentation and IFC Design Documentation stages.

- (d) The Project Verifier acknowledges that (except as described in and payable under clause 7 of this Payment Schedule) it has allowed in the lump sums referred to in clause 4(a) for the provision of all labour, materials, work, vehicles, telecommunications, travel, accommodation (including travel and/or accommodation for personnel relocating to and from the Construction Site and excluding provision of the Project Verifier site facilities referred to in clause 5.2(d) of this Deed), disbursements and other costs necessary for and arising out of or in connection with the Services referred to above as covered by the lump sums, whether or not expressly mentioned in this Deed or the Project Documents.

5. Rise and Fall

The lump sum payment for the Construction Verification Services identified in Clause 4(a)(ii) of this Payment Schedule and the rates in the Schedule of Rates identified in clause 6 of this Payment Schedule for the Construction Verification Services adjustments are subject to adjustment for rise and fall, by applying the Costs Adjustment Factor in clause 2.1 of Schedule 4 of the Project Deed.

The lump sum payment for the Design Verification Services identified in Clause 4(a)(i) of this Payment Schedule and the rates in the Schedule of Rates identified in clause 6 of this Payment Schedule for the Design Verification Services adjustments are not subject to adjustment for rise and fall.

6. Schedule of Rates

Design Verification Services – adjustments

Role	Nominated Personnel	Daily Rate	excluding GST)
Project Director	Mark Yabsley		
PV Representative	Scott McKee		
Design Verification Manager	Jason Hazell		
Pavements	Laszlo Muranyi		

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
Road Alignment / Road Furniture	Allan Gosby	██████
Drainage	Linda Agung	██████
Electrical	Peter Yip	██████
Landscape	Andrew Carty	██████
Structures	John Steele	██████
ITS	Tim Fehon	██████
Street Lighting	Freddie Shuyter	██████
Durability	Greg Moore	██████
Traffic Management	David Lowe	██████
Geotechnical	Steven Rosin	██████
Linemarking and Signage	Geoff Farrell	██████

Construction Verification Services – adjustments

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
Project Verifier's Project Director	Mark Yabsley	██████
Project Verifier's Representative Construction	Scott McKee	██████
Project Engineer Civil Works Construction	Jason Hazell	██████
Project Engineer Structural Works Construction	David Metcalf	██████
Surveillance Officer Civil Works Construction	Ashley Lloyd / TerryCarlon	██████
Surveillance Officer Structural Works Construction	Andrew Ang	██████
Surveillance Officer Survey Construction	Ashley Stuart-Street	██████
Document Controller/Site Administrative assistant Project	Sarah Murden	██████

These rates contain allowances for the provision of all labour, materials, plant, equipment and work, including telecommunications, vehicles, accommodation, disbursements and any other costs necessary for and arising out of or in connection with the Services for which the Project Verifier is to be paid on a Schedule of Rates basis under this Deed, excluding disbursements described in and payable under clause 7 of this Payment Schedule and reasonable costs for transport outside the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site.

When claiming payment for any Services for which the Project Verifier is to be paid on a Schedule of Rates basis the Project Verifier must provide details of the time expended by the

Project Verifier in performing the Services for which the Project Verifier is entitled to be paid on a Schedule of Rates basis.

7. Disbursements

- (a) The Project Verifier will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the Project Verifier is to be paid on a Schedule of Rates basis under this Deed if those disbursements:
 - (i) have been reasonably and properly incurred for the sole purpose of performing Services for which the Project Verifier 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 clause 7(b);
 - (ii) were approved in writing by the Contractor and RMS Representative prior to being incurred where they exceed [REDACTED]; and
 - (iii) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and RMS Representative.
- (b) The Project Verifier is not entitled to reimbursement of costs relating to vehicles, local transport (within the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site), car parking, computers, insurance, general office consumables and telecommunications.
- (c) The Project Verifier will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the Project Verifier 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) have been reasonably and properly incurred for the sole purpose of performing surveillance, inspection, monitoring and audits on the Contractor's Work at locations outside the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site.;
 - (iii) were approved in writing by the Contractor and RMS Representative prior to being incurred where they exceed [REDACTED]; and
 - (iv) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and RMS Representative.
- (d) The Project Verifier will not be entitled to make any claim against the Contractor arising out of or in connection with disbursements incurred in connection with the performance of the Services other than in accordance with clauses 7(a) and 7(c) above.

8. Monthly payment schedule for lump sums

The Project Verifier is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month in question. Subject to clauses 1 and 2 of this Payment Schedule, the indicative monthly payment to be made under the lump sums (excluding disbursements) is set out in the following table:

Month after date of the Project Deed	Payment (\$ excluding GST)
1	[REDACTED]
2	[REDACTED]
3	[REDACTED]
4	[REDACTED]
5	[REDACTED]
6	[REDACTED]
7	[REDACTED]
8	[REDACTED]
9	[REDACTED]
10	[REDACTED]
11	[REDACTED]
12	[REDACTED]

Schedule 12D - Initial Verification and Monitoring Plan

Part 1



Sch 12D Initial
Verification and Mo

The Initial Verification and Monitoring Plan which consists of the Jacobs Group (Australia) Pty Limited document titled:

The Northern Road Upgrade Stage 3 North Project
Initial Verification and Monitoring Plan
Project Delivery Plan
4 May 2016

is included as an electronic file in Exhibit F

Part 2

No additional matters required to be addressed

Schedule 12E - Minimum Surveillance by Project Verifier during the Contractor's Work

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Work	Minimum Frequency for Type B Category of the Contractor's Work
<p>Environmental Surveillance</p> <p>Monitor for the implementation of controls, for day and night work, for:</p> <ul style="list-style-type: none"> • noise and vibration; • dust; • mud on roadways; • water pollution; • stormwater; • property accesses; • temporary pedestrian pathways; • working within the approved hours; • spoil stockpiling and disposal; • acid sulphate soil; • soil erosion; • contaminated lands; • waste management and recycling; • indigenous heritage; • European heritage; and • threatened species. 	<p>Twice/week</p>	<p>Daily</p>
<p>Traffic Surveillance</p> <p>Monitor traffic management and traffic controls to assess compliance with the conditions of Road Occupancy Licences, including:</p> <ul style="list-style-type: none"> • as-built layouts for compliance with approved traffic control plans, including sign maintenance and delineation; • provisions for cyclists, pedestrians, disabled persons and buses; • timing and duration of road occupancies; • qualifications of traffic control personnel; • haulage routes off the Construction Site; and • night inspections of roadworks. <p>Monitor traffic management and traffic controls to assess compliance with the conditions of property access provisions.</p>	<p>Daily</p> <p>Weekly</p> <p>Immediately after each traffic switch and monthly thereafter</p> <p>Daily</p>	<p>Daily</p> <p>Daily</p> <p>Immediately after each traffic switch and weekly thereafter</p> <p>Daily</p>

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Work	Minimum Frequency for Type B Category of the Contractor's Work
<p>Work Health and Safety Surveillance</p> <p>Inspect and monitor the Contractor's Work on the Construction Site for compliance with the work, health and safety provisions of the Project Deed.</p> <p>Monitor:</p> <ul style="list-style-type: none"> • the Contractor's safety inspections; • interfaces between different work groups on the Construction Site; • the preparation and induction of job safety analyses; • Construction Site vehicle and plant movements; and • the security of the public from the Contractor's Work. 	<p>Daily</p> <p>Twice/Week</p>	<p>Daily</p> <p>Twice/Week</p>
<p>Construction Surveillance</p> <p>Monitor the Contractor's obligation to inform the local community of planned investigations and construction operations and changes that affect properties, residences and businesses.</p> <p>Monitor on-site design changes.</p> <p>Check that the Project Works and Temporary Works are being constructed using Design Documentation in compliance with clause 12.2 of the Project Deed.</p> <p>Check that durability requirements of the Project Works are being addressed and satisfied.</p> <p>Witness construction trials and commissioning tests, including:</p> <ul style="list-style-type: none"> • all operations management and control systems and infrastructure; • use of materials, plant and equipment that differs from accepted industry practices; • concrete and AC pavements; and • blasting. <p>Record general and detailed work in progress and non-conformances using photographs and video recording of significant activities (time and GPS referenced).</p>	<p>Monthly</p> <p>All changes</p> <p>50% of design lots</p> <p>20% of design lots</p> <p>Each trial and test</p> <p>200 digital photographs/ month, including cataloguing of the digital photographs, and digital video recordings of each significant activity, including time and location identification.</p>	<p>Monthly</p> <p>All changes</p> <p>50% of design lots</p> <p>20% of design lots</p> <p>Each trial and test</p> <p>200 digital photographs/ month, including cataloguing of the digital photographs, and digital video recordings of each significant activity, including time and location identification.</p>
<p>Quality Management Surveillance</p> <p>Inspect work in progress for compliance with the requirements of the Project Deed.</p> <p>Inspect Construction Site circumstances where</p>	<p>Daily</p> <p>Each occurrence</p>	<p>Daily</p> <p>Each occurrence</p>

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Work	Minimum Frequency for Type B Category of the Contractor's Work
significant non-conformities are or are likely to be reported. Check compliance with method statements	Daily	Daily
Check implementation of inspection and test plans, including: <ul style="list-style-type: none"> • testing frequencies; • test methods; • test result verifications; and • release of hold points. Monitor the implementation of significant approved NCR dispositions.	} Daily All dispositions	} Daily All dispositions
Quality Product Surveillance Monitor and inspect foundation and subgrade preparation, levels and treatments, including: <ul style="list-style-type: none"> • structure foundations; • pavement subgrades; • cast-in-place pile foundations; and • inaccessible drainage foundations. 	} Initial preparation and treatment and twice/week thereafter	} Initial preparation and treatment and twice/week thereafter
Monitor and inspect compaction of earthworks and reinforced soil. Monitor and inspect: <ul style="list-style-type: none"> • water testing and grouting. Monitor and inspect: <ul style="list-style-type: none"> • preparation and testing of grout test specimens. Monitor and inspect preparation of shotcrete test specimens Monitor and inspect concrete supply, including: <ul style="list-style-type: none"> • audits of each batch plant; • reviews of grout, mortar, concrete and shotcrete mix designs (including offsite work); and • monitoring of supplied mixes compared with mix designs. 	Daily } Initial testing, grouting and stressing and twice/week thereafter Monthly Each mix Monthly	Daily } Initial testing, grouting and stressing and twice/week thereafter } Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter. Monthly Monthly Each mix Monthly

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Work	Minimum Frequency for Type B Category of the Contractor's Work
<p>Monitor and inspect concreting (road and bridge), including:</p> <ul style="list-style-type: none"> • preparation; • production conformity records • formwork (including certification); • bracing; • reinforcement (including heating and welding); • placing; • finishing; • curing; • levels; and • stripping formwork. <p>Monitor and inspect:</p> <ul style="list-style-type: none"> • water testing and grouting; and • stressing operation, <p>of post-tensioned concrete.</p> <p>Monitor and inspect casting, transport, delivery and storage of:</p> <ul style="list-style-type: none"> • precast structures, reinforced concrete pipes and reinforced concrete box culverts • Pretensioned precast structures <p>Monitor and inspect concrete pavement subbases and bases, including:</p> <ul style="list-style-type: none"> • thickness, levels, relative density, curing, cracking and surface profile for rideability; • pavement strengths prior to trafficking by vehicular traffic; and • conditions for trafficking of pavements by heavy (off road) vehicles. 	<p>Initial activity and twice/ week thereafter</p> <p>Twice/ structure</p> <p>Initial unit and twice weekly thereafter</p> <p>Initial member then weekly thereafter</p> <p>Twice/week</p> <p>Twice/week</p> <p>Initial conditions</p>	<p>Initial activity and twice/ week thereafter</p> <p>Twice/ structure</p> <p>Initial unit and twice weekly thereafter</p> <p>Initial member then weekly thereafter</p> <p>Daily</p> <p>Daily</p> <p>Initial conditions</p>
<p>Monitor and inspect asphaltic concrete supply, including:</p> <ul style="list-style-type: none"> • audits of each batch plant; • reviews of AC mix designs; and • monitoring of supplied mixes compared with mix designs. <p>Monitor and inspect the laying of asphaltic concrete and associated subbases and bases, including:</p> <ul style="list-style-type: none"> • thickness, levels, relative density; and • surface profile for rideability. <p>Monitor and inspect steel fabrication, including:</p> <ul style="list-style-type: none"> • reviews of welding procedures; and • monitoring of the fabrication and welding processes for major members (off-site). <p>Monitor protective treatment systems (off-site).</p>	<p>Monthly</p> <p>Each mix</p> <p>Weekly</p> <p>Twice/week</p> <p>Each procedure</p> <p>Each procedure</p> <p>Twice/week</p> <p>Twice/week</p>	<p>Monthly</p> <p>Each mix</p> <p>Weekly</p> <p>Daily</p> <p>Each procedure</p> <p>Each procedure</p> <p>Twice/week</p> <p>Twice/week</p>

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Work	Minimum Frequency for Type B Category of the Contractor's Work
Monitor the interfaces of civil and electrical works, including: <ul style="list-style-type: none"> • backfilling of cabling conduit trenches. Monitor landscaping preparation and implementation	Initial backfilling and daily thereafter Daily	Initial backfilling and daily thereafter Daily

For the purposes of this schedule 12E:

- (a) "Type A Category of the Contractor's Work" is the Contractor's Work associated with the Local Road Works, Property Works and Service Works; and
- (b) "Type B Category of the Contractor's Work" is the Contractor's Work associated with the Works and Temporary Works.

Schedule 12F - Minimum Requirements

The Verification 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 Project Verifier's internal and external lines of authority, communication and reporting, including those with RMS Representative and the Contractor;
- (d) the identification of delegated authorities of the Project Verifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Project Verifier;
- (e) the proposed timing of progressive performance of the Services, including the timing for conducting audits of Project Plans and other aspects of the Contractor's Work;
- (f) Hold Point and Witness Point requirements, including the identification of all Witness Points and Hold Points required by the Project Verifier, in the form of a schedule which identifies all Hold Points to be released by the Project Verifier;
- (g) the Project Verifier's comprehensive plans for:
 - A. 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;
 - B. without limiting paragraph (g)A, continual observation, monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Project Works and the Temporary Works to determine, verify and ensure the Contractor's compliance with the requirements of the Project Deed;
 - C. audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey; and
 - D. off-site surveillance of critical activities, including precasting yards, concrete production plants and steel fabrication;
- (h) the Project Verifier's strategies, processes, methodologies and procedures for:
 - A. reviewing and assessing the Project Plans;
 - B. addressing environmental monitoring and protection;
 - C. 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;
 - D. identifying and managing the Project Verifier's work to be subcontracted, including quality, reporting and communication aspects of the work;
 - E. ensuring that the Contractor has addressed all issues of review, comment and consultation with RMS in relation to Design Documentation and construction; and
 - F. risk management of the work covered by items B, C and D above; and
- (i) the Project Verifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied to achieve and satisfy the following requirements:
 - A. verification of the quality and quantum of work the subject of progress claims made by the Contractor in order to provide the certificate in the form of Schedule 13 to the Project Deed;
 - B. verification of the Contractor's processes for ongoing checking of testing, calibration and parallel testing to check compliance and test error;
 - C. verification of the Contractor's interface issues between processes and elements and Project Plans;
 - D. verification of the Contractor's processes for the control of Subcontractors;
 - E. verification of the Contractor's processes for environmental monitoring and protection;

- F. verification of the Contractor's processes to address safety in design issues;
- G. verification of the Contractor's processes to ensure that durability is incorporated into all aspects of the design and construction of the Project Works;
- H. verification of the Contractor's processes to address constructability issues;
- I. verification of the Contractor's processes to address survey management; and
- J. verification of the rectification by the Contractor of non-conformities.

Schedule 12G – Insurance Schedule

(Clause 6.3)

TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	QUALIFICATIONS
Broad form Public Liability and Product Liability	Public Liability: [REDACTED] Each and every occurrence Product Liability: [REDACTED] Each and every occurrence & in the aggregate for all occurrences	Annually, from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier).	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; (c) Lists RMS as an additional named insured; and (d) Includes a cross liability clause as defined in clause 3, and a waiver of subrogation clause as defined in clause 4, of the Definitions and Notes below.	If no products are being supplied then only Public Liability cover is required.
Motor Vehicle Comprehensive or Third Party Property Damage	[REDACTED] For any single occurrence	Annually from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier).	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Covers motor vehicles owned or used by the Project Verifier or its subcontractors directly or indirectly engaged in performance of the Services; and (c) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below;	Only required if the Project Verifier will use a motor vehicle in the course of providing the Services or if the Project Verifier will use or park their motor vehicles on premises owned or occupied by RMS.
Professional Indemnity	[REDACTED] Each and every occurrence and in the aggregate for all occurrences	From the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier) plus 6 years following the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier). The Insurance can be taken out as annual covers where the cover is to include a retroactive date being the date of the Project Deed.	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) One automatic restatement per period of insurance; and (c) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.	
Workers Compensation	As per the relevant Workers Compensation legislation.	Annually from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; and (b) Is as per relevant Workers	

		is earlier).	Compensation legislation.	
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Definitions and Notes:

1. Approved insurer means:
 - (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; or
 - (b) Lloyds Underwriters; or
 - (c) a Treasury Managed Fund insurance scheme with the NSW State Government; or
 - (d) the Comcover insurance scheme for the Australian Federal Government.

Note that where the insurance risk is insured by an insurer not listed in Note 1(a) or 1(b) then a 'fronting' placement is acceptable from an insurer list in Note 1(a) or 1(b).

2. Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.
3. A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit under the policy.
4. A waiver of subrogation clause is where the Insurers agree to waive all rights of subrogation that they may have or acquire against RMS where required to do so under the contract.

Schedule 12H - Project Verifier's Personnel

1. Minimum Resources Commitment

The Project Verifier acknowledges and agrees that the minimum levels of resources, including man-days, set out in this Schedule 12H are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Project Verifier to perform the Services in accordance with this Deed.

References to "days" exclude public holidays and include only those days which are stated in the Contract Program as working days.

1.1 Design Verification

The Project Verifier must provide the following key personnel to perform the Design Verification Services with the minimum days to be committed to the Project at each phase as set out below:

Position	Name	Minimum commitment	
		During performance of design activities associated with the Contractor's Work, until all discrete design elements have passed IFC Design Documentation Stage	During performance of construction activities associated with the Contractor's Work, including until the expiry of the last "Defects Correction Period"
Project Director	Mark Yabsley	10	27
PV Representative	Scott McKee	60	410
Design Verification Manager	Jason Hazell	90	520
Pavements	Laszlo Muranyi	3	1
Road Alignment / Road Furniture	Allan Gosby	3	1
Drainage	Linda Agung	3	1
Electrical	Peter Yip	2	1
Landscape	Andrew Carty	3	1
Structures	John Steele	4	2
ITS	Tim Fehon	2	1
Street Lighting	Freddie Sluyter	3	1
Durability	Greg Moore	2	1
Traffic Management	David Lowe	3	1
Geotechnical	Steven Rosin	3	1
Linemarking and Signage	Geoff Farrell	3	1

1.2 Construction Verification

The Project Verifier must provide the following personnel, as a minimum, for the durations and at the locations set out below to perform the relevant aspects of the Construction Verification Services:

Position	Name	Minimum Commitment
Project Verifier's Representative, Construction	Scott McKee	Full time during the performance of the Contractor's Work, and to be based on the Construction Site full time Monday to Saturday inclusive during the construction of the Project Works and Temporary Works
Project Engineer – Civil Works Construction (1 No.)	Jason Hazell	Based on the Construction Site full time Monday to Saturday inclusive during the construction of the civil works components of the Project Works and Temporary Works
Project Engineer – Structural Works Construction (1 No.)	David Metcalf	Based on the Construction Site full time Monday to Saturday inclusive during the construction of the structural works components of the Project Works and Temporary Works
Surveillance Officer – Civil Works Construction (2 No.)	Ashley Lloyd Terry Carlon	Based on the Construction Site full time Monday to Saturday inclusive during the construction of the civil works components of the Project Works and Temporary Works
Surveillance Officer – Structural Works Construction (1 No.)	Andrew Ang	Based on the Construction Site full time Monday to Saturday inclusive during the construction of the structural works components of the Project Works and Temporary Works
Surveillance Officer – Survey Construction (1 No.)	Ashley Stuart-Street	Based on the Construction Site full time Monday to Saturday inclusive during the construction of the civil and structural works components of the Project Works and Temporary Works
Document Controller/Site Administrative assistant (1 No.)	Sarah Murden	Based on the Construction Site full time Monday to Friday inclusive during the construction of the Project Works and Temporary Works

1.3 Not used

1.4 Construction Verification Services during the period from Construction Completion until the expiration of the last "Defects Correction Period"

The Project Verifier must provide the following personnel, as a minimum, for the durations set out below to perform the relevant aspects of the Services:

Position	Name	Minimum Man Days to be committed to the Project
Project Engineer	Jason Hazell	Part Time, 6 days (Full Time Equivalent)
Surveillance Officer	Ashley Lloyd	Part Time, 6 days (Full Time Equivalent)

2. Minimum Ability, Knowledge, Skill, Expertise and Experience of Project Verifier's Personnel

2.1 Project Verifier's project director

- (a) The Project Verifier's project director must possess a recognised qualification relevant to the position and the Services and have extensive experience in the project verification of large projects similar to the Project Works, Temporary Works and Contractor's Work.
- (b) The Project Verifier's project director must at all times have authority to act on behalf of the Project Verifier in respect of the Services.

2.2 Project Verifier's Representative for the Design Verification Services

The Project Verifier's Representative for the Design Verification Services must possess a recognised qualification relevant to the position and the Services and have at least five years experience in the design project verification of large projects similar to the Project Works, Temporary Works and Contractor's Work and at least 20 years of experience in the design of major road projects.

2.3 Project Verifier's Representative for the Construction Verification Services

The Project Verifier's Representative for the Construction Verification Services must possess a recognised qualification relevant to the position and the Services and have at least five years experience in the construction project verification of large projects similar to the Project Works, Temporary Works and Contractor's Work and at least 20 years of experience in construction including strong experience in road and bridge construction.

2.4 Senior Project Engineer – Civil and Structural Works Construction

The senior project engineer – civil and structural works construction must possess a recognised qualification relevant to the position and the Services and have at least three years experience in the construction project verification of large projects similar to the Project Works, Temporary Works and Contractor's Work and at least 15 years of experience in construction including strong experience in road and bridge construction.

2.5 Project Engineer – Civil Works Construction

The project engineer – civil works construction must possess a recognised qualification relevant to the position and the Services and have experience in construction project verification of large projects similar to the Project Works, Temporary Works and Contractor's Work and at least 10 years of experience in civil construction including strong experience in road construction.

2.6 Project Engineer – Structural Works Construction

The project engineer – structural works construction must possess a recognised qualification relevant to the position and the Services and have experience in construction project verification of large projects similar to the Project Works, Temporary Works and Contractor's Work and at least 10 years of experience in the construction of structures including experience in structures construction.

2.7 Surveillance Officer – Civil Works Construction

The surveillance officer – civil works construction must have at least 15 years of experience in the civil engineering construction industry and at least 10 years in surveillance of roadworks construction, including rigid and flexible pavements, drainage, earthworks, asphaltting, and spray sealing.

2.8 Surveillance Officer – Structural Works Construction

The surveillance officer - structural works construction must have at least 15 years of experience in the civil engineering construction industry and at least 10 years in surveillance of the construction of structures, including piling, concrete work, precasting, prestressing, steel fabrication and erection.

2.9 Surveillance Officer – Survey Construction

The surveillance officer – survey construction must hold as a minimum a Diploma in Surveying qualification, or recognised equivalent, from a recognised tertiary institution and have at least 7 years of experience in the construction industry of road works and bridgeworks and a thorough understanding and knowledge of Roads and Maritime Services QA Specification G71 and D&C G71.

2.10 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.

Executed as a deed.

Signed Sealed and Delivered by

as an authorised delegate of **Roads and Maritime Services**

(ABN 76 236 371 088) in the presence of:

Signature

Name

Signature of Witness

Name of Witness in full

Executed for Lendlease Engineering Pty Limited (ABN 40 000 201 516) by its attorneys in accordance with Lendlease Engineering Power of Attorney dated 30 November 2016 registered number book number _____ in the presence of:

Each attorney by signing attests that no notice of revocation or amendment of such Power of Attorney has been received

Signature of witness

Signature of attorney

Name of witness (print)

GAVIN REYMOND

Name of attorney (print)

Signature of witness

Signature of attorney

Name of witness (print)

CRAIG LASLETT

Name of attorney (print)

Executed by Jacobs Group (Australia) Pty Limited (ABN 37 001 024 095) in accordance with s.127 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 13

Project Verifier's Certificate – Payment Claim

(clauses 18.2(ba)(i)B. and 18.2(c)(iii))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Project Verifier's name]**
(ABN **[Insert Project Verifier's ABN]**)
("Project Verifier")

In accordance with the terms of clause 18.2(c)(iii) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, we hereby certify that all work the subject of the attached progress claim by the Contractor for *[insert month]**[insert year]* has been executed and is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria, subject to the following:

[If applicable, insert details of any exceptions].

.....
Signed for and on behalf of
[Insert Project Verifier's name]

Schedule 14

Project Verifier's Certificate – Progressive and at Construction Completion

(clause 2.4(d)(i), clause 14.5(d)(ii) (when applicable) and clause 23.2 (definition of "Final Completion"))

Project Verifier's Certificate – Progressive

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative

From: **[Insert Project Verifier's name]** ABN **[Insert Project Verifier's ABN]**
("Project Verifier")

In accordance with the terms of clause 2.4(d)(i) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, we hereby certify that to the extent any of the activities referred to below occurred, or should have occurred, between the following dates [*insert date*]:

- (a) the Contractor's quality system under clause 11.1 of the deed was in accordance with RMS D&C Q6 and AS/NZS ISO 9001:2008 Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing;
- (b) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
- (c) Subcontractors' quality systems which form a part of the Contractor's quality system have been in accordance with AS/NZS ISO 9001:2008;
- (d) the release of Hold Points has been undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the deed, including the Scope of Works and Technical Criteria;
- (f) not used;
- (g) not used; and
- (h) that documentation has been recorded and submitted to RMS Representative in accordance with the deed.

.....
Signed for and on behalf of
[Insert Project Verifier's name]

Schedule 15

Project Verifier's Certificate – Design Documentation

(clause 12.2(h)(i) and 12.2(ha))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Project Verifier's name]**
(ABN **[Insert Project Verifier's ABN]**)
("Project Verifier")

In accordance with the terms of clause 12.2(h)(i) and clause 12.2(ha) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, we hereby certify that the attached Design Documentation:

- (a) complies with all the requirements of the deed, including the Scope of Works and Technical Criteria, and in particular, the durability requirements of sections 2.13 and 5.9 of the Scope of Works and Technical Criteria, section 12.1(c) of Appendix 12 and section 13.2 of Appendix 13 of the Scope of Works and Technical Criteria and the design life requirements of section 5.5 of the Scope of Works and Technical Criteria; and
- (b) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects).
- (c) **[subject to the satisfaction of following comments or conditions:**
 - **insert comments or conditions]**

[Note: this qualification wording can only be included in this certificate in relation to Final Design Documentation and must not be included in relation to IFC Design Documentation].

.....
Signed for and on behalf of
[Insert Project Verifier's name]

Schedule 16

Project Verifier's Certificate – Construction Completion

(clauses 2.4(d)(ii) and 23.2 (definition of "Construction Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Project Verifier's name]**
(ABN **[Insert Project Verifier's ABN]**)
("Project Verifier")

In accordance with the terms of clauses 2.4(d)(ii) and 23.2 (definition of "Construction Completion") of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, we hereby certify that:

- (a) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
- (b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.2 of the deed;
- (c) the release of all Hold Points has been undertaken in accordance with the deed;
- (d) all documentation has been recorded and submitted to RMS Representative in accordance with the deed;
- (e) the design used by the Contractor for construction purposes is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria;
- (f) the construction complies with the requirements of the deed, including the Scope of Works and Technical Criteria; and
- (g) each of the following designs
 - (i) structural design;
 - (ii) pavement design;
 - (iii) geometric road design;
 - (iv) environmental works design;
 - (v) urban and landscape design;
 - (vi) geotechnical design;
 - (vii) Services design;
 - (viii) stormwater and drainage design (both permanent and temporary);
 - (ix) safety design;
 - (x) durability design;
 - (xi) operation and maintenance design;
 - (xii) signage, furniture and roadside furniture design; and
 - (xiii) all other elements of the Project Works and Temporary Works carried out by the Contractor,

is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria.

.....
Signed for and on behalf of

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[Insert Project Verifier's name]

Schedule 16A

Project Verifier's Certificate – Interface Milestone Completion

(clauses 2.4(d)(iii) and 23.2 (definition of "Interface Milestone Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Project Verifier's name]**
(ABN **[Insert Project Verifier's ABN]**)
("Project Verifier")

In accordance with the terms of clauses 2.4(d)(iii) and 23.2 (definition of "Interface Milestone Completion") of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, we hereby certify that, in respect of the Interface Works:

- (a) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
- (b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.2 of the deed;
- (c) the release of all Hold Points has been undertaken in accordance with the deed;
- (d) all documentation has been recorded and submitted to RMS Representative in accordance with the deed;
- (e) the design used by the Contractor for construction purposes is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria;
- (f) the construction complies with the requirements of the deed, including the Scope of Works and Technical Criteria; and
- (g) each of the following designs
 - (i) structural design;
 - (ii) pavement design;
 - (iii) geometric road design;
 - (iv) environmental works design;
 - (v) urban and landscape design;
 - (vi) geotechnical design;
 - (vii) Services design;
 - (viii) stormwater and drainage design (both permanent and temporary);
 - (ix) safety design;
 - (x) durability design;
 - (xi) operation and maintenance design;
 - (xii) signage, furniture and roadside furniture design; and
 - (xiii) all other elements of the Project Works and Temporary Works carried out by the Contractor,

is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria.

.....
Signed for and on behalf of
[Insert Project Verifier's name]

Schedule 17

Project Verifier's Certificate – Nominated Defects

(clause 2.4(d)(iv))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Project Verifier's name]** (ABN **[Insert Project Verifier's ABN]**)
("Project Verifier")

In accordance with the terms of clause 2.4(d)(iv) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516)("Contractor") dated in or about December 2016 with respect to the Project, we hereby certify that between the following dates *[insert dates]*, the rectification of all Defects nominated by RMS Representative under clause 2.4(d)(iv) of the deed, including all design, construction, inspection, repairs and monitoring by the Contractor, has been undertaken in accordance with the deed, including the Scope of Works and Technical Criteria.

.....
Signed for and on behalf of
[Insert Project Verifier's name]

Schedule 18

Project Verifier's Certificate – Final Completion

(clauses 2.4(d)(v) and 23.2 (definition of "Final Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: **[Insert Project Verifier's name]** (ABN **[Insert Project Verifier's ABN]**)
("Project Verifier")

In accordance with the terms of clauses 2.4(d)(v) and 23.2 (definition of "Final Completion") of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, we hereby certify that as at the date of the expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
- (c) all design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the deed, including the Scope of Works and Technical Criteria; and
- (d) all documentation, reports, submissions, notices, approvals and the like have been submitted to RMS Representative in accordance with the deed; and
- (e) each of the following designs:
 - (i) structural design;
 - (ii) pavement design;
 - (iii) geometric road design;
 - (iv) environmental works design;
 - (v) urban and landscape design;
 - (vi) geotechnical design;
 - (vii) Services design;
 - (viii) stormwater and drainage design (both permanent and temporary);
 - (ix) safety design;
 - (x) durability design;
 - (xi) operation and maintenance design;
 - (xii) signage, furniture and roadside furniture design; and
 - (xiii) all other elements of the Project Works and Temporary Works carried out by the Contractor,

is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria.

.....
Signed for and on behalf of
[Insert Project Verifier's name]

Schedule 19

Contractor's/Subcontractor's Personnel

(clauses 2.2(b), 2.7(a) and 11.2(b)(iii))

Project Director

- (a) The Project Director must possess a recognised qualification relevant to the position and the Contractor's Work and be experienced in the design, construction and project management of large projects similar to the Project Works and Temporary Works.
- (b) The Project Director must at all times have authority to act on behalf of the Contractor in respect of the Contractor's Work.
- (c) The Project Director must be available:
 - (i) full time during the design phase; and
 - (ii) full time in attendance on or around the Construction Site during the construction phase.
- (d) At the date of this deed, the Project Director is Adrian Pearse.

Engineering Design Manager

- (a) The Engineering Design Manager must possess a recognised qualification relevant to the position and the Contractor's Work and be experienced in the management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works. The Engineering Design Manager must manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed (including the Contract Program and the Subsidiary Contract Programs).
- (b) At the date of this deed, the Engineering Design Manager is Stephan Wrightson.

Construction Managers

- (a) The Construction Managers must possess recognised qualifications relevant to the position and the Contractor's Work and have at least eight years experience in the overall management of construction on large projects similar to the Project Works and Temporary Works.
- (b) The Construction Managers must be full-time on or around the Construction Site during the construction phase of the Contractor's Works and must at all times have appropriate delegated authorities to act on behalf of the Contractor in respect of the Contractor's Work.
- (c) At the date of this deed, the Construction Manager is Leigh Hahn.

Quality Manager

- (a) The Quality Manager must:
 - (i) possess a recognised qualification relevant to the position and the Contractor's Work and verified relevant experience in quality management systems within the construction industry;
 - (ii) be full time on or around the Construction Site during the construction phase of the Contractor's Work with responsibilities limited to quality management of the Contractor's Work;
 - (iii) have experience on projects similar to the Project Works and Temporary Works;
 - (iv) be available as RMS primary contact with the Contractor on matters of quality;

- (v) give RMS Representative access to information and personnel on quality matters and encourage a culture of disclosure and open discussion in respect of quality at all levels; and
 - (vi) be given authority by the Contractor to act freely and independently and to stop the progress of the relevant part of the Contractor's Work when any non-conformity with the quality requirements of this deed is identified and at specified Hold Points.
- (b) At the date of this deed, the Quality Manager is Amin Shakya.

Community Relations Manager

- (a) The Community Relations Manager must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Work and have experience in community involvement on projects similar to the Project Works and Temporary Works and an understanding of the community attitudes and needs in relation to the Project Works and Temporary Works;
 - (ii) have a minimum of 5 years communications/community relations experience with extensive experience in the management of community liaison, consultation and communications on major infrastructure projects;
 - (iii) experience in the preparation and implementation of community involvement plans and strategies;
 - (iv) experience and understanding of government public affairs processes; and
 - (v) must be full-time on or around the Construction Site during the construction phase of the Contractor's Works and be available at all times:
 - A. to take a proactive role in the community relations processes relating to the Contractor's Work as set out in this deed; and
 - B. for contact by local residents and other community representatives to answer questions and deal with complaints relating to the Contractor's Work.
- (b) At the date of this deed, the Community and Communications Manager is Candice Camacho.

Environmental Manager

- (a) The Environmental Manager must:
- (i) possess a recognised tertiary qualification which includes Environmental Science, Environmental Engineering, Planning or Natural Resources and have recent relevant experience in an environmental management position on similar projects;
 - (ii) have a minimum 8 years environmental management experience, with extensive experience in the preparation and implementation of environmental management plans and environmental systems;
 - (iii) experience in regulatory liaison and consultation;
 - (iv) facilitate an induction and training programme for all persons involved in construction activities;
 - (v) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken to avoid or minimise environmental impacts and to stop the progress of the relevant part of the Project Works and Temporary Works when any non-conformity with the environmental requirements of this deed is identified; and
 - (vi) be engaged full time on or around the Construction Site during the execution of the Contractor's Work until the Date of Construction Completion with responsibility to develop and implement the Environmental Management Plans.
- (b) At the date of this deed, the Environmental Manager is Grant Fletcher.

Site WHS Representative

- (a) The Site WHS Representative must:
 - (i) possess a recognised qualification relevant to the position and the Contractor's Work and have recent relevant experience in work health and safety management of similar projects;
 - (ii) facilitate a work health and safety induction and training programme for all persons involved in construction activities;
 - (iii) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken where safety compliance is at risk and to stop the progress of the relevant part of the Project Works and Temporary Works when any non-conformity with the work health and safety requirements of this deed is identified; and
 - (iv) be engaged full time on or around the Construction Site during the execution of the Contractor's Work until the Date of Construction Completion with responsibility to develop and implement the Work Health and Safety Management Plan.
- (b) At the date of this deed, the Site Safety Representative is Lee Russell.

Traffic Manager

- (a) The Traffic Manager must:
 - (i) possess a recognised qualification relevant to the position and the Contractor's Work and have recent relevant experience in a traffic management position on similar projects;
 - (ii) have a minimum 5 years traffic management experience, with extensive experience in the preparation and implementation of traffic management plans and traffic control plans;
 - (iii) have experience in regulatory liaison and consultation;
 - (iv) facilitate a traffic management and safety induction and training programme for all persons involved in construction activities;
 - (v) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken to avoid or minimise adverse traffic impacts and to stop the progress of the relevant part of the Project Works and Temporary Works when any non-conformity with the traffic management requirements of this deed is identified; and
 - (vi) be engaged full-time on or around the Construction Site during the construction phase of the Contractor's Work with responsibility for the management of traffic and must at all times have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Work and be available at all times for matters regarding Road Occupancy Licences.
- (b) At the date of this deed, the Traffic Manager is Karl Brock.

Landscape Representative

- (a) The Landscape Representative must:
 - (i) possess a recognised tertiary qualification in horticulture, forestry or landscape design;
 - (ii) have a minimum 5 years experience in the design and implementation of landscaping; and
 - (iii) be engaged full-time on or around the Construction Site during the performance of landscaping activities, including ground preparation, seeding, planting and mulching operations. The Landscape Representative must have responsibility for the landscaping activities, including the Landscaping Maintenance, and must at all times have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Work.

- (b) At the date of this deed, the Landscaping Representative is Bernard Connell.

Geotechnical Design Manager

- (a) The Geotechnical Design Manager must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Work and have recent relevant experience in a geotechnical design management position on similar projects;
 - (ii) have a minimum 8 years geotechnical design management experience, with extensive experience in the geotechnical design of road, bridge and tunnel projects;
 - (iii) have strong project management and leadership skills;
 - (iv) have a strong understanding of environmental, urban design and landscaping issues associated with the geotechnical design of road, bridge and tunnel projects; and
 - (v) have the ability to work as part of a multi-disciplinary team and develop innovative solutions.
- (b) At the date of this deed, the Geotechnical Design Manager is Brook Ewers.

General Superintendent

- (a) The General Superintendent must:
- (i) have a minimum of 15 years of supervision experience on large-scale road and bridge construction projects, in similar role;
 - (ii) have experience on projects similar to the Project Works and Temporary Works;
 - (iii) have extensive knowledge of road and bridge construction;
 - (iv) have skills in planning and implementing project delivery (including resourcing of plant, equipment and labour) and managing the subcontractors and suppliers;
 - (v) have experience in consultation with stakeholders and local communities;
 - (vi) have the ability to work as part of a multi-disciplinary team;
 - (vii) have knowledge and understanding of safety, quality and environmental management systems and an understanding of the community attitudes and needs in relation to the Project Works and Temporary Works;
 - (viii) manage and co-ordinate the site operations so as to comply with all safety, environmental, community, quality and industrial relations objectives; and
 - (ix) be engaged full-time on or around the Construction Site during the construction phase of the Contractor's Works and must at all times have appropriate delegated authorities to act on behalf of the Contractor in respect of the Contractor's Work on the construction site.
- (b) At the date of this deed, the General Superintendent is Shane Pearce.

Project Performance Coach

- (a) The Project Performance Coach must:
- (i) possess a recognised qualification relevant to the position and to the Contractor's Work;
 - (ii) have a knowledge and understanding of the Contractor's overall leadership plan and RMS' values and objectives in relation to the Contractor's Work;
 - (iii) have a minimum of 10 years performance coaching experience, with extensive experience in coaching a major contractor's organisation, teams and personnel, or similar, on projects where the major contractor was performing work similar to the Contractor's Work; and
 - (vii) be available part-time during all phases of the Project Works and Temporary Works to assist, implement and manage the Contractor's implementation and operation of its overall leadership plan and processes for the alignment of the

Contractor's team's culture with RMS' values and objectives in relation to Project Works and Temporary Works, including:

- A. taking a proactive role in performance coaching of the Contractor's personnel;
 - B. reporting on the Contractor's performance against its leadership strategy and alignment with RMS' values and objectives; and
 - C. assisting with the development of improvement plans to improve the performance of the Contractor and its key personnel.
- (b) At the date of this deed, the Project Performance Coach is Neville Lake.

Design Team Manager

- (a) The Design Team Manager must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Work;
 - (ii) have experience in the management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works; and
 - (ii) have strong project management and leadership skills.
- (b) At the date of this deed, the Design Team Manager is Peter Rees.

Structures Designer Team Leader

- (a) The Structures Designer Team Leader must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Work;
 - (ii) have recent experience in a structural design team leader position on similar projects;
 - (iii) have a minimum 10 years structural design experience, with extensive experience in road projects;
 - (iv) have experience in structures design on projects similar to the Project Works and Temporary Works;
 - (v) have the ability to work as part of a multi-disciplinary team and develop innovative solutions; and
 - (vi) have strong project management and leadership skills.
- (b) At the date of this deed, the Structures Designer Team Leader is Victor Andrade.

Road Designer Team Leader

- (a) The Road Designer Team Leader must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Work;
 - (ii) have recent experience in a roads design team leader position on similar projects;
 - (iii) have a minimum of 10 years road design experience;
 - (iv) have the ability to work as part of a multi-disciplinary team and develop innovative solutions; and
 - (v) have strong project management and leadership skills.
- (b) At the date of this deed, the Road Designer Team Leader is Luke Chipperfield.

Utilities Designer Team Leader

- (a) The Utilities Designer Team Leader must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Work;

- (ii) have experience in utilities and services design on similar projects;
 - (iii) have a minimum of 10 years utilities design experience including experience in road design;
 - (iv) have strong project management skills; and
 - (v) have experience in consulting with utility and service providers.
- (b) At the date of this deed, the Utilities Designer Team Leader is Steve Goodwin.

Schedule 20

Contractor's Certificate – Design Documentation

(clause 12.2(h)(iii))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: Lendlease Engineering Pty Ltd
(ABN 40 000 201 516)
("Contractor")

In accordance with the terms of clause 12.2(h)(iii) of the deed between Roads and Maritime Services and the Contractor dated in or about December 2016 with respect to the Project, we hereby certify that:

- (a) the attached Design Documentation:
 - (i) complies with all the requirements of the deed, including the Scope of Works and Technical Criteria, and in particular, the durability requirements of sections 2.13 and 5.9 of the Scope of Works and Technical Criteria, section 12.1(c) of Appendix 12 and section 13.2 of Appendix 13 of the Scope of Works and Technical Criteria and the design life requirements of section 5.5 of the Scope of Works and Technical Criteria;
 - (ii) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects); and
 - (iii) does not involve or constitute a Variation which has not been the subject of a Variation Order under clause 15.2, or a notice under clauses 15.6(d) or 15.7(c) approving the Variation; and
- [(b) the Contractor has addressed all issues of review, comment and consultation with RMS in respect of the Design Documentation as required by the deed.]

.....
Signed for and on behalf of
Lendlease Engineering Pty Ltd

Schedule 21

Contractor's Certificate – Construction Completion

(clause 23.2 (definition of "Construction Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: Lendlease Engineering Pty Ltd
(ABN 40 000 201 516)
("Contractor")

In accordance with the terms of clause 23.2 (definition of "Construction Completion") of the deed between Roads and Maritime Services and the Contractor dated in or about December 2016, we hereby certify that Construction Completion has been achieved by the Contractor on [insert date] in accordance with the terms and conditions of the deed between Roads and Maritime Services and the Contractor dated [insert date] with respect to the Project.

.....
Signed for and on behalf of
Lendlease Engineering Pty Ltd

Schedule 21A

Contractor's Certificate – Interface Milestone Completion

(clause 23.2 (definition of "Interface Milestone Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: Lendlease Engineering Pty Ltd
(ABN 40 000 201 516)
("Contractor")

In accordance with the terms of clause 23.2 (definition of "Interface Milestone Completion") of the deed between Roads and Maritime Services and the Contractor dated in or about December 2016, we hereby certify that Interface Milestone Completion has been achieved by the Contractor on *[insert date]* in accordance with the terms and conditions of the deed between Roads and Maritime Services and the Contractor dated *[insert date]* with respect to the Project.

.....
Signed for and on behalf of
Lendlease Engineering Pty Ltd

Schedule 22

Contractor's Certificate – End of Landscaping Maintenance Period

(clauses 14.5(d)(iii) and 23.2 (definition of "Final Completion"))

Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: Lendlease Engineering Pty Ltd
(ABN 40 000 201 516)
("Contractor")

In accordance with the terms of clause 14.5(d)(iii) of the deed between Roads and Maritime Services and the Contractor dated in or about December 2016 with respect to the Project, we hereby certify that the Landscaping Maintenance has been completed in accordance with the terms and conditions of the deed between Roads and Maritime Services and the Contractor dated [insert date].

.....
Signed for and on behalf of
Lendlease Engineering Pty Ltd

Schedule 23

Contractor's Certificate – Final Completion

(clause 23.2 (definition of "Final Completion"))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project
("Project")

To: RMS Representative
From: Lendlease Engineering Pty Ltd
(ABN 40 000 201 516)
("Contractor")

In accordance with the terms of clause 23.2 (definition of "Final Completion") of the deed between Roads and Maritime Services and the Contractor dated in or about December 2016 with respect to the Project, we hereby certify that Final Completion has been achieved by the Contractor on [insert date] in accordance with the terms and conditions of the deed between Roads and Maritime Services and the Contractor dated [insert date].

.....
Signed for and on behalf of
Lendlease Engineering Pty Ltd

Schedule 24

RMS Subcontractor Pre-Qualification

(clause 2.8.(b))

Subcontractors for the following categories of work must be pre-qualified or registered in accordance with RMS procedures including to the appropriate level for the contract sum of the Subcontract:

1. **Pre-qualified categories of work:**

- (a) roadworks;
- (b) asphalt paving;
- (c) protective treatment;
- (d) bridgeworks;
- (e) pretensioned concrete;
- (f) concrete paving; and
- (g) steel fabrication.

2. **Registered categories of work:**

- (a) drainage;
 - (b) earthworks
 - (c) bridge formwork erection;
 - (d) traffic control;
 - (e) construction industry laboratories
 - (f) erosion, sedimentation and soil conservation consultancy services;
 - (g) fabrication of minor steel items;
 - (h) urban design services;
 - (i) demolition of properties;and
 - (j) stabilisation.
-

Schedule 25

Terms to be included in Subcontracts

(clauses 2.8(f) and 2.8(g)(ii))

The following terms must be included in each Subcontract referred to in clause 2.8(f) of this deed.

- A. Options as to form of security
- A clause which allows the Subcontractor to lodge an unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.
 - A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, any retention moneys or other cash security then held will be promptly released to the Subcontractor.
- B. Trust for Cash Security and Retention Moneys
- A clause which has the effect that:
 - (a) cash securities and retentions under the Subcontract and the cash proceeds of any security converted to cash (other than in exercise of a contractual right of enforcement) is trust money and must be deposited into a trust account with a bank within 24 hours of receipt or conversion;
 - (b) the trust money is beneficially owned by the party which provided the security at all times unless the other party becomes entitled to receive them under the Subcontract; and
 - (c) the security holder must account to the security provider for the trust moneys.
- C. Payment Provisions
- A clause which has the effect:
 - (a) of requiring the Contractor to pay the Subcontractor for work for which payment is claimed by the Subcontractor no later than 30 business days after a payment claim was made by the Subcontractor for such work;
 - (b) that states nothing in the clause referred to in paragraph (a) is to be read so as to prevent the Contractor from paying the Subcontractor an amount in excess of that claimed from RMS, or before the time stipulated in that clause; and
 - (c) that if anything in the clause referred to in paragraph (a) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.
 - A clause which prescribes an interest rate for overdue payments which is not less than the interest rate specified in clause 22.5 of this deed.
- D. Alternative Dispute Resolution
- A clause incorporating expert determination procedures which are the same as the procedures which apply in this deed.
 - A clause making it optional for the Subcontractor to comply with the expert determination process if the only remedy it seeks is an order for payment of money which is not disputed to be due and payable under the Subcontract.
- E. Documents to be provided to Subcontractors
- A clause which requires the Contractor to provide the Subcontractor with copy extracts from this deed before the Subcontractor starts work under the Subcontract. The extracts which are required to be provided are:
 - (a) clause 18;
 - (b) clause 20; and
 - (c) clause 22.5.
- F. Civil Liability Act
- A clause that complies with the requirements set out in clause 22.7(c).

- G. Personal Property Securities Act
- A clause substantially the same as clause 8.3, except that references to 'the Contractor' must be replaced with references to 'the Subcontractor' and references to 'RMS or 'RMS Representative' must be replaced with references to 'the Contractor'.
- H. Work Health and Safety Obligations
- A clause requiring the Subcontractor to comply with all reasonable directions of the Principal Contractor.
- I. RMS' Australian Industry Participation Plan Obligations
- A clause requiring the Subcontractor to comply with the Certified AIP Plan, where Item 20A of Schedule 1 requires the Contractor to comply with the Certified AIP Plan.

Schedule 26

Subcontractor's Certificate – Design Documentation

(clause 12.2(h)(ii))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project
("Project")

To: RMS Representative
From: **[Insert Subcontractor's name]**
(ABN **[Insert Subcontractor's ABN]**)
("Subcontractor")

In accordance with the terms of clause 12.2(h)(ii) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, we hereby certify that the attached Design Documentation:

- (a) complies with all the requirements of the deed, including the Scope of Works and Technical Criteria, and in particular, the durability requirements of sections 2.13 and 5.9 of the Scope of Works and Technical Criteria, section 12.1(c) of Appendix 12 and section 13.2 of Appendix 13 of the Scope of Works and Technical Criteria and the design life requirements of section 5.5 of the Scope of Works and Technical Criteria; and
- (b) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects).

.....
Signed for and on behalf of
[Insert Subcontractor's name]

Schedule 27

Proof Engineer's Certificate – Design Documentation

(clause 12.2(h)(iv))

Western Sydney Infrastructure Plan – The Northern Road
Upgrade – Stage 3 North Project
("Project")

To: RMS Representative
From: **[Insert Proof Engineer's name]**
(ABN **[Insert Proof Engineer's ABN]**)
("Proof Engineer")

In accordance with the terms of clause 12.2(h)(iv) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project (**Project Deed**), we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 2.5(c)(ii)A of the Project Deed; and
- (b) certify that in respect of those elements of the Project Works and any associated Temporary Works identified in Item 14 of Schedule 1 to the Project Deed, that those elements of the Project Works and any associated Temporary Works identified in the attached Design Documentation:
 - (i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the Project Deed; and
 - (ii) comply with the Scope of Works and Technical Criteria.

.....
Signed for and on behalf of
[Insert Proof Engineer's name]

Schedule 28

Environmental Documents

(clauses 4.2, 5.1(b)(ii) and 5.2(b))

1. Order of Precedence

The order of precedence of the Environmental Documents is set out below:

- a) the specific requirements of Appendix 4 of the Scope of Works and Technical Criteria;
- b) the REF Determination.

2. RMS Obligations in respect of Environmental Documents

The only obligations identified in the Environmental Documents and the Approvals that remain the responsibility of RMS are that RMS is:

- a) to be responsible for fulfilling any obligations to the extent that they do not relate specifically to the Project Works, Temporary Works, Landscaping Maintenance or Contractor's work;
- b) to be responsible for fulfilling any obligations to the extent that they arise or continue after the Date of Construction Completion, except for any that relate specifically to the Contractor's Work and the Landscaping Maintenance after the Date of Construction Completion;
- c) to the extent that the REF Determination approves or includes the Baseline Environmental Assessment Requirements, to be responsible for:
 - i. carrying out all property acquisition in accordance with the Land Acquisition Information Guide (Roads and Maritime, 2012) and the *Land Acquisition (Just Terms Compensation) Act 1991* (page 372, Safeguards and management measures, Table 6-54);
 - ii. obtaining the Aboriginal Heritage Impact Permit (AHIP) under Part 6 of the *National Parks and Wildlife Act 1974*, for the M4 Managed Motorways AHIP application area (page 307, Safeguards and management measures, Table 6-45);
 - iii. undertaking further assessment of reasonable and feasible operational noise mitigation in the form of noise barriers and at-property treatments during detailed design (page 235, Safeguards and management measures, Table 6-26); and
 - iv. undertaking further noise assessment of Penrith Christian School to determine the most effective noise mitigation option (page 235, Safeguards and management measures, Table 6-26).

Schedule 29

Environmental Manager's Certificate

(clause 2.7(b))

Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project
("Project")

To: RMS Representative
From: **[Insert Environmental Manager's name]**
(ABN **[Insert Environmental Manager's ABN]**)
("Environmental Manager")

In accordance with the terms of clause 2.7(b) of the deed between Roads and Maritime Services and Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") dated in or about December 2016 with respect to the Project, I hereby certify that between the following dates **[Insert dates of preceding 3 month period]**:

- (a) the Contractor's Environmental Management System under section 2.5.1 of the Scope of Works and Technical Criteria was in accordance with AS/NZS ISO 14001;
- (b) Subcontractors' Environmental Management Systems which form a part of the Contractor's Environmental Management System were in accordance with AS/NZS ISO 14001;
- (c) the Contractor complied with and satisfied the requirements of RMS D&C G36;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Project Verifier and RMS Representative in accordance with the deed.

.....
Signed by
[Insert Environmental Manager's name]

Schedule 30

Not Used

Schedule 31

Incentive Amount

(clauses 18.7 and 23.2 (definitions of "Key Result Areas" and "Key Performance Indicators"))

Section 1 – Key Performance Indicators

[subject to agreement in writing]

Section 2 – Key Result Areas

[subject to agreement in writing]

Section 3 – Incentive payments

Item	Key Result Area	Key Result Area description and measure	Key Performance Indicator / Key Performance Indicator formula	Key Result Area Weighting %
1.	[Insert]	[Insert]	[Insert]	[Insert]
2.	[Insert]	[Insert]	[Insert]	[Insert]
3.	[Insert]	[Insert]	[Insert]	[Insert]
4.	[Insert]	[Insert]	[Insert]	[Insert]
5.	[Insert]	[Insert]	[Insert]	[Insert]

[Note: There is no incentive scheme at the date of the deed. If an incentive scheme is to be implemented after the date of the deed, RMS is to determine the Incentive Amount Pool and agree in writing all other details required to be entered in Schedule 31 with the Contractor.]

Schedule 32

Performance Evaluation Record Forms

(clauses 3.3(a) and 23.2 (definition of "Performance Evaluation Record Forms"))

Form 1: Performance Evaluation

(This form is provided for guidance only)

*Design and Construct
Project Deed title:*

Date:

Rating system

- 1 excellent
- 2 above expectation
- 3 meeting expectation
- 4 below expectation
- 5 unsatisfactory

Topic	Objectives	Your rating (this period)	Group rating (this period)
Communication	<p>Open, honest, constructive, timely, efficient and effective communications.</p> <ul style="list-style-type: none"> Quality communications including co-operation between parties, compliance with request not to hinder performance, providing early warning, and evaluation and monitoring. <p><i>Refer to clauses 1.3 and 3.3.</i></p>		
Time	<p>Completion by Contractual Completion Dates</p> <ul style="list-style-type: none"> time management - milestone achievement on or before the due date. extensions of time <p><i>Refer to clauses 1.2, 17.1, 17.2, 17.5, 17.10 and 17.15.</i></p>		
Financial	<p>Meeting or bettering deed requirements</p> <ul style="list-style-type: none"> Financial management, including early warning and agreement to Variations, quantity measurement, payments, final payment. <p><i>Refer to clauses 15 and 18.</i></p>		
Quality	<p>Meets or exceeds specified/agreed requirements</p> <ul style="list-style-type: none"> Quality management. Including quality standards, design requirements, fitness for purpose, innovation, Defect rectification, defect-free Construction Completion, post Construction Completion. Encourage continuous improvement and personnel development through planning, flexibility and common sense. <p><i>Refer to clauses 11.1 – 11.5, 12.2, 13.1, 13.2, 16, 17.10 and 17.15.</i></p>		
Safety	<p>Safe working environment for project team and general public.</p> <ul style="list-style-type: none"> Occupational health, safety and rehabilitation management. Including co-operation between parties, minimising OH&S incidents, evaluation and monitoring <p><i>Refer to clause 5.6 and 5.7.</i></p>		
Claims and Issue Resolution	<ul style="list-style-type: none"> Resolve issues and claims early at an appropriate level. Open and frank discussions. Transparency <p><i>Refer to clauses 3.5, 19 and 20.</i></p>		
Environment	<p>Environmental management. Including planning energy & water conservation, waste management, resource conservation, pollution reduction, protection of environment, healthy work environment</p> <ul style="list-style-type: none"> Pro-active management of impacts and commitments. Minimise environmental incidents <p><i>Refer to clauses 5.2, 6.1, 6.3 and 10.5.</i></p>		
Contract Relations	<p>Co-operative contract relationships including compliance with NSW Government codes of practice and guidelines; industrial relations management; and Subcontractor performance,</p> <ul style="list-style-type: none"> Enjoy work and working together. Enhanced reputations of personnel and organisations involved. <p><i>Refer to clause 5.</i></p>		
Community Relations	<ul style="list-style-type: none"> Proactively enhance and maintain good community relations Minimise impacts on the community. Proactive management of commitments to individuals and groups. <p><i>Refer to clauses 3.3 and 3.11.</i></p>		
Traffic Management	<ul style="list-style-type: none"> Minimise disruption and inconvenience to traffic and provide safe traffic conditions. Safe access to the Site for the project team, subcontractors, suppliers and visitors. Safe access for adjacent residents. <p><i>Refer to clause 3.10.</i></p>		

The participants should decide on an action plan during the meeting, after discussing project and contract objectives, comments, observations and suggestions for improvement.

Form 2: Performance Evaluation Record

The participants ratings for each topic are recorded here so that the overall performance can be assessed.

Design and Construct
Project Deed title:

Date:

Rating system
 1 excellent
 2 above expectation
 3 meeting expectation
 4 below expectation
 5 unsatisfactory

Objectives		Score	Comments
Communication	Open, honest, constructive, timely, efficient, effective		
Time	Milestone achievement on or before due date		
Financial	Meeting or bettering deed requirements		
Quality	Meets or exceeds specified/agreed requirements		
Safety	Safe working environment for project team and general public.		
Claim and Issue Resolution	Resolve issues and claims early at an appropriate level. Open and frank discussions. Transparency.		
Environment	Planning, conservation of resources, protection of environment, healthy work environment. Pro-active management of impacts and commitments. Minimise environmental incidents		

*Design and Construct
Project Deed title:*

Date:

Rating system
 1 excellent
 2 above expectation
 3 meeting expectation
 4 below expectation
 5 unsatisfactory

Objectives		Score	Comments
Contract Relations	Co-operative relationships, compliance with NSW Government codes of practice and guidelines; IR management; and Subcontractor performance. Enjoy work and working together. Enhanced reputations.		
Community	Proactively enhance and maintain good community relations. Minimise impacts on the community. Proactive management of commitments to individuals and groups.		
Traffic Management	Minimise disruption and inconvenience to traffic and provide safe traffic conditions.		
AVERAGE			

Form 3: Performance Evaluation Record

The participants' ratings for each topic are recorded here so that the overall performance can be assessed.

Group

Design and Construct

Project Deed title:

Date:

- Rating system**
 1 excellent
 2 above expectation
 3 meeting expectation
 4 below expectation
 5 unsatisfactory

Group Members	RMS Team							Contractor Team							Other										
							RMS								COMPANY					SUB-CONTRACTOR				OTHER	OVERALL
1 Communication							0								0					0					0
2 Time							0								0					0					0
3 Cost							0								0					0					0
4 Quality							0								0					0					0
5 Safety							0								0					0					0
6 Claim and Issue Resolution							0								0					0					0
7 Environment							0								0					0					0
8 Contract Relations							0								0					0					0
9 Community Relations							0								0					0					0
10 Traffic Management							0								0					0					0
AVERAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No Month																									
1 Jan-[insert year]																									
2 Feb-[insert year]																									
3 Mar-[insert year]																									
4 Apr-[insert year]																									
5 May-[insert year]																									
6 Jun-[insert year]																									
7 Jul-[insert year]																									
8 Aug-[insert year]																									
9 Sep-[insert year]																									
10 Oct-[insert year]																									
11 Nov-[insert year]																									
12 Dec-[insert year]																									

Schedule 33

Designer's Deed of Covenant

(clause 2.8(g)(i))

To: **ROADS AND MARITIME SERVICES**, (ABN 76 236 371 088) of 20-44
Ennis Road, Milsons Point NSW 2061

Recitals

- A. RMS has engaged Lendlease Engineering Pty Ltd (ABN 40 000 201 516) ("**Contractor**") to carry out certain works for RMS by deed dated in or about December 2016 ("**Deed**").
- B. The Contractor has engaged [*Insert Designer's name*] ("**Designer**") to carry out the design work specified in the Schedule for the purposes of its obligations under the Deed ("**Design Work**").
- C. Under the Deed the Contractor is required to procure the Designer to execute this deed poll in favour of RMS.

Operative

1. Duty of care

The Designer warrants to RMS that in performing the Design Work and in providing any certificate under clause 12.2(h) of the Deed:

- (a) it will owe a duty of care to RMS;
- (b) it will exercise reasonable skill and care; and
- (c) it is aware that RMS will be relying upon the skill and judgement of the Designer in performing the Design Work.

2. Governing law and jurisdiction

This deed poll will be construed in accordance with the law of the State of New South Wales and the Designer irrevocably submits to the jurisdiction of the Courts of that State.

Schedule

[Insert description of Design Work]

EXECUTED as a deed poll.

Executed by [_____]
by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

Schedule 35

Owner's Deed Poll

(clauses 13.2(g) and 13.2(i))

This deed poll is in favour of Roads and Maritime Services.

Property Address: **[Insert Property Address]**

- 1. I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:
 [Insert Description of Property Works]

- 2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

- 3. I/We release Roads and Maritime Services from all claims and actions which I/we may have arising out of or in connection with the works referred to in item 1.

SIGNED as a deed poll.

Signed sealed and delivered by

in the presence of:

Signature

Signature of Witness

Name of Witness in full

Schedule 36

Insurance Schedule

(clauses 7.1(a), 7.1(b), 7.5(a)(i) and 7.5(a)(ii))

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING
Principal Arranged Insurance (RMS)				
The details of the policies below are provided in the Aon certificate of currency. A copy of these may be inspected by appointment at the offices of the RMS insurance broker. Capitalised terms which are not defined in the deed are defined in the sample policies in Schedule 37.				
1	Contract Works	Contract Works – as per Declared Value	Duration of the Works – covering RMS, Contractor and subcontractors and other parties as specified in the contract	RMS has arranged standard policies of insurance for contract works insurance
Excess for Contract Works	<p>The Contractor is responsible for meeting the amount of any excess payable under the principal-arranged insurance. The excess amounts current at the date of the contract are:</p> <ul style="list-style-type: none"> • Contract Works greater than [REDACTED] <ul style="list-style-type: none"> ○ Water damage – excess is [REDACTED] per Event/Occurrence ○ Any other claim - excess is [REDACTED] per Event/Occurrence ○ Tunnelling contracts - excess is [REDACTED] per Event/Occurrence (where applicable) <p>The Contractor may effect insurance to cover the amount of that excess at its own cost.</p>			
2	Public and Products Liability	Public and Products Liability [REDACTED]	Maintained until the Date of Completion – covering RMS, Contractor and subcontractors and other parties as specified in the contract	RMS has arranged standard policies of third party liability insurance
Excess for Public and Product Liability	<p>The Contractor is responsible for meeting the amount of any excess payable under the principal-arranged insurance. The excess amounts current at the date of the contract are:</p> <ul style="list-style-type: none"> • Injury to Contractors – excess is [REDACTED] per Event/Occurrence • Products Liability – excess is [REDACTED] per Event/Occurrence • Underground Services – excess is [REDACTED] per Event/Occurrence • Any other claim - excess is [REDACTED] per Event/Occurrence <p>The Contractor may effect insurance to cover the amount of that excess at its own cost.</p>			
3	Professional Indemnity	RMS has effected a Principal Professional Indemnity policy for its own benefit.		
Contractor Arranged Insurances				
4	Motor Vehicle Comprehensive or Third Party Property Damage effected with an approved	[REDACTED] for any single occurrence	Annually to the Date of Completion.	(a) Motor vehicles owned or used by the Contractor or subcontractors directly or indirectly engaged in performance of the contract.

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING
	insurer as defined in Definitions and Notes clause 1 below			(b) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below. (c) If applicable to the contract – all plant and equipment owned or used by the Contractor or subcontractors directly or indirectly in the performance of the contract.
5	Workers Compensation effected with an approved insurer as defined in Definitions and Notes clause 1 below	As per the relevant Workers Compensation legislation	Annually to the Date of Completion.	As per State Workers Compensation legislation.
6	Professional Indemnity	RMS will not set any requirements for the minimum sum insured for professional indemnity in the deed. The contractor / consultant / supplier should make their own independent decision regarding their own professional indemnity requirements.		

Definitions and Notes

1. Approved insurer means:
 - (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; or
 - (b) Lloyds Underwriters; or
 - (c) a Treasury Managed Fund insurance scheme with the NSW State Government; or
 - (d) the Comcover insurance scheme for the Australian Federal Government.

Note that where the insurance risk is insured by an insurer not listed in Note 1(a) or 1(b) then a 'fronting' placement is acceptable from an insurer list in Note 1(a) or 1(b).
2. Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.
3. A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit of the policy.

Schedule 37

Contract works and third party products liability insurance proposed wording

(clauses 7.1(a) and 7.2(a)(i))



Material Damage Insurance Policy

Project Insurance

PROJECT: The Northern Road - Stage 3 North

PERIOD: 7 November 2016 to 7 January 2020

PRINCIPAL INSURED: Roads and Maritime Services

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Introduction

Material Damage Insurance Policy

Project Insurance

In consideration of the Named Insured having paid or agreed to pay the Premium, the Insurer agrees to indemnify the Insured to the extent provided herein subject always to the Limits of Liability and Sub-limits of Liability of this Policy.

This Policy incorporates the Introduction, Reinsuring Clauses, Schedule, Sections, Definitions and Interpretation, Conditions, Extensions, Exclusions, Endorsements and any other terms herein contained, which are to be read together. The Insurer agrees that this Policy and any subsequent attaching Endorsements are accepted as their own.

The liability of the Insurer will in no case exceed the Limits of Liability and Sub-limits stated in the Schedule or elsewhere in this Policy.

Signed for and on behalf of the Insurer:

Insurer	Policy No.	Proportion %	Signature	Place	Date
Self-Insurance Corporation of NSW	100		Sydney

Schedule

Named Insured: Roads and Maritime Services (ABN 76 236 371 088)

Insured Lendlease Engineering Pty Ltd

This Policy also insures other parties as specified in the definition of the Insured herein.

Project: Contracts relating to The Northern Road – Stage 3 North project as more particularly defined in the scope of works in the contract including variations thereto.

Scope of Cover:

1. Insured Property
The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property other than from a cause specifically excluded, occurring at the Project Site or in transit within the Territorial Limits during the Construction Period.

2. Defects Liability (Extended Maintenance)

The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property other than from a cause specifically excluded, occurring at the Project Site, provided such Damage:

- (a) Manifests itself during the Defects Liability Period; and
- (b) Originates from:
 - (i) a cause arising during the Construction Period at the Project Site; or
 - (ii) an act or omission of any of the Insured parties in the course of complying with the requirements of the Defects Liability Period provisions of the Contract

Period of Insurance: From: 7 November 2016 at 4:00PM Local Standard Time
To: 7 January 2020 at 4:00PM Local Standard Time

Defects Liability Period: 36 Months in respect of the original Defects Liability Period.

Performance Testing Period: 3 Months any one Contract

Project Site As described in more detail in the scope of works

Territorial Limits: Anywhere in the Commonwealth of Australia and/or elsewhere as stated herein.

Limits of Liability: Limit of Liability any one Occurrence at any one situation:

Contract Works [REDACTED]
Existing Property Not Insured
Construction Plant and Equipment (any one item) Not Insured
Escalation Percentage [REDACTED]

Sub-limits of Liability:

The liability of the Insurer will be further limited in respect of any one Event at any one situation as set out in the Sub-limits below. The Sub-limits will apply in addition to the above Limits of Liability.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Basis of Settlement: In respect of all insured property – Reinstatement and Replacement Value

Nominee for Insurer Notices: Jardine Lloyd Thompson

Nominee for Legal Service: G Bogdanoski
Roads and Maritime Services
101 Miller Street, North Sydney

Loss Adjuster(s): The Insurer authorises the following companies to adjust any claim under this Policy, or as otherwise agreed by the Insurer and the Insured:

- Technical Assessing
- Harrison Grey

Loss Payee: Insured

JLT's address for Notices: Notices under this Policy to be sent to:
Jardine Lloyd Thompson Pty Ltd
Level 11, 66 Clarence Street Sydney NSW 2000

Currency: Australian dollars

Excess: Damage to Insured Property caused by water each and every loss/ Damage in respect of tunnelling operations [redacted] each and every Loss
All other losses

[redacted] each and every Loss

Should more than one deductible appear under the Policy for any claim or series of claims arising from the one Occurrence, only the highest single deductible shall apply.

Premium: As agreed

Definitions / Interpretations to this Policy

For the purposes of this Policy the following Definitions/Interpretations will apply unless otherwise specified.

Definitions/Interpretation of this Policy

Aircraft means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

Construction Period means that phase of a Contract until the Contract Works have been formally accepted by the principal/owner as having achieved practical completion. The term of cover in respect of the Construction Period, shall be the period commencing with:

- a. the entering into of each Contract; or
- b. the commencement date of the Period of Insurance;

whichever is the earlier, until the completion of the Construction Period.

Contract means all works, contracts or agreements undertaken by or on behalf of the Insured in connection with the Project.

Damage, means physical loss, destruction or damage with the word Damaged having a corresponding meaning.

Defined Peril means, for the purposes of Exclusion 3.8, fire, lightning, explosion, storm, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freezing, weight of snow, impact by aircraft or other aerial devices or articles dropped there from, impact by any road vehicle or animal, bursting, overflowing, discharging, theft (other than theft by employees) including theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data; riot, commotion, strikes, locked-out workers, persons taking part in labour disturbances, malicious persons, accidental damage, leaking or escape of water from any tank apparatus or pipes, impact by any road vehicle or animal, theft, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslide.

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Event means an occurrence or series of occurrences consequent upon or attributable to one source or original cause.

Indemnity Value means:

- i. where the Damage to Insured Property can be repaired, the Insurers will pay the cost necessarily incurred to restore the property to its former state of serviceability, plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs. Deductions will not be made for depreciation in respect of parts replaced, but the salvage value of such parts shall be taken into account;
- ii. where the Insured Property is totally destroyed or cannot be satisfactorily repaired at a cost not exceeding the market value immediately before the Damage, the Insurers will pay the market value of the item at the time of the Event. If due to the nature of the Insured Property, it is not possible to readily ascertain a market value, the basis of settlement shall

be the replacement cost of the damaged property less due allowance for depreciation taking into consideration the anticipated useful life of the property and the nature of its usage.

- iii. if the Insured Property is reasonably abandoned because the cost of recovery would exceed the amount payable under this Policy in respect of such property, it shall be deemed to be a constructive total loss and settlement shall be made in accordance with clause i.

Insured means:

- i. The Named Insured;
- ii. Any subsidiary company (including subsidiaries thereof) of the Named Insured and any other organisation under the control of the Named Insured and over which it is exercising active management, whether now or hereafter incorporated;
- iii. any of the following persons or entities for whom or for which the insured parties under clauses i and ii above are obliged to arrange insurance by virtue of a contract or assumption of responsibility, but only to the extent required by such contract or assumed responsibility and in any event only for such coverage and Limits of Liability as provided in this Policy:
 - a. any principal or owner or agent of the Principal; or joint venture partner or alliance partner;
 - b. any construction manager or project manager;
 - c. any contractor or sub-contractor of any tier;
 - d. any architect, engineer or other consultant for their onsite activities only;
 - e. any lessor, financier, mortgagee or trustee;
 - f. any government body;
 - g. any other party with an insurable interest in the Contract(s);

It shall be noted that the architect, engineer or other consultant referred to in d. above shall not be construed as any other Insured

- iv. any director, executive officer, employee, contract staff or partner of any of the insureds under clauses i, ii or iii whilst acting as such;
- v. any office bearer or member of any social, sporting, safety, security, medical or welfare facility of any of the insureds under clauses i, ii, iii(a) iii (b) or iii(c) whilst acting as such; and all for their respective rights and interests.

Insured Property:

- i. **Contract Works** means property of every description used or to be used in part of or incidental to or having any connection whatsoever with the Insured Operations. It shall include but not be limited to:
 - a. the whole of the works, whether permanent or temporary works, structures, materials and supplies including free supplied materials;
 - b. temporary buildings, camp buildings and all other Project buildings and their contents;
 - c. formwork, falsework, scaffolding, access platforms, hoardings, mouldings, and the like, whether the foregoing be consumable or reusable;
 - d. consumables, drawings and other documents, plant and improvements;but excluding Construction Plant and Equipment not specified above.
- ii. **Existing Structures** being existing structures, plant and real property of every description. Existing Structures are specifically excluded under this Policy unless an amount is specified against this item in the Schedule.
- iii. **Construction Plant and Equipment** means:

- a. all construction plant, tools and equipment of every description including spare parts;
- b. employees' tools and equipment;

Construction Plant and Equipment is specifically excluded under this Policy unless an amount is specified against this item in the Schedule.

- iv. Property defined in clauses i and iii shall refer to property owned by the Insured or for which they are responsible or have assumed responsibility prior to any Event for which a claim may be made hereunder, or for which the Insured has agreed to insure, or in which the Insured otherwise has an insurable interest.

Local Time, which appears in the Schedule means the time at the principal project site

Major Perils means earthquake, fire, subterranean fire or volcanic eruption, subsidence, collapse, storm and/or tempest and/or rainwater and/or flood and/or tsunami and/or named cyclone.

Offsite Fabrication means locations where pre-fabrication, repair, remedial or any other work is undertaken in connection with the Insured Project away from the Project Site. The term does not include any location where the Property Insured is being manufactured under a contract of supply or manufacture, in the course of transit or in storage.

Offsite Storage means materials, components and equipment to be incorporated into the Contract Works whilst in storage off site within the Commonwealth of Australia during the Construction Period.

Performance Testing Period means the period for the testing and/or commissioning of the Contracts Works or any of its component parts and begins when 'live load' is introduced, including the use of feedstock or other materials for processing or other media to simulate working conditions and in the case of electrical motors, electrical generating, transforming, converting or rectifying plant or machinery, connection to a grid or other load circuit, or as more particularly described in a Contract, and ends at the completion of testing and commissioning under the Contract, but in no case exceeding the Performance Testing Period in the Schedule (if any).

Where Performance Testing is performed in stages any periods between the applications of "live load" are not considered considered to be part of the Performance Testing Period. Simple functionality tests without the application of "live load" are not considered to be part of Performance Testing Period.

Performance Testing that exceeds the maximum period stated in the Schedule will only be covered subject to the prior approval of the Insurers.

Period of Insurance means:

from the commencement date of this Policy and during the Construction Period and Defects Liability Period.

- a. **Construction Period** means the period of construction of any Contract until the earlier of:
 - (i) the date of the Project has been formally accepted by the principal/owner as having achieved practical completion (as defined in the Contract/s);
 - (ii) with respect to each separable portion of the Project, until the date it is taken over or put into use (whichever is the earlier) by the principal/owner;
 - (iii) the date specified in item (a) of the Period of Insurance stated in the Schedule, or if such date is extended pursuant to Condition 4.10, that extended date.
- b. **Defects Liability Period** means the period described in any Contract during which an Insured is obliged or legally liable to rectify defects, shrinkages, errors, omissions or other faults and/or to complete the obligations under such Contract (the original Defects Liability Period), which may include the granting of a further period, following rectifications of defects under the original period.

The original Defects Liability Period shall not exceed the Maximum Defects Liability Period stated in the Schedule in respect of any one Contract.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Project Site means the situation(s) stated in the Schedule against this item and any other situation where the Insured is performing the works or has property stored or being processed together with all surrounding areas in connection with the Project. Project Site shall extend to include overseas situations stated in the Schedule or subsequently endorsed onto this Policy.

Project Value means the total value of work and construction costs incurred by or on behalf of the Insured in respect of the Contract Works and includes the value of principal supplied and other materials (if required to be insured under this Policy).

Reinstatement Value means:

- i. where the Insured Property is lost or destroyed, the replacement thereof by similar property in a condition equal to, but not better nor more extensive than, its condition when new;
- ii. where the Insured Property is Damaged and can be repaired, the Insurers will pay the cost necessarily incurred to restore the property to a condition substantially the same as, but not better nor more extensive than its condition when new, plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs;
- iii. the work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Named Insured, but subject to the liability of the Insurers not being thereby increased), must be commenced and carried out with reasonable dispatch;
- iv. where Insured Property has been Damaged and where the Named Insured elects not to reinstate such Insured Property, the Insurers will pay to the Named Insured an amount equal to the cost necessary to replace, repair or rebuild the Insured Property to a condition substantially the same as but not better nor more extensive than its condition at the time the Damage occurred;
- v. if the Insured Property is reasonably abandoned because the cost of recovery would exceed the amount payable under this Policy in respect of such property, it shall be deemed to be a constructive total loss and settlement shall be made in accordance with the above provisions (as applicable).

Tunnelling shall mean any work involving the excavation of any artificial subterranean passage. This definition shall not apply to open excavation work (e.g. trenches, foundation work pits, cuttings or cut and cover tunnels)

Underground Services means existing pipework, cables, conduits, conveying services such as electricity, gas, water, waste and electronic communications, located below the existing ground service.

Underlying Insurance means a policy of insurance arranged by or on behalf of an Insured either voluntarily or pursuant to a Contract (which may include a policy(ies) arranged by joint venture partners, principals, contractors, etc) that provides cover to the Insured for a risk, which save for the Underlying Insurance, would be covered by this Policy. Underlying Insurance includes those policies identified in the Schedule.

Worksite means any place where any work is performed for and/or in connection with the Insured Operations together with all surrounding areas, including whilst in storage.

Singular/Plural

In this Policy, where the context admits, words denoting the singular shall include the plural and vice versa.

Headings

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

Material Loss or Damage

The Insurers will indemnify the Insured as follows:

1. Insuring Clauses

1. Insured Property

The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property from a cause not specifically excluded, occurring at Worksites or in transit within the Territorial Limits during the Construction Period.

2. Maintenance or Defects Liability

The Insurers will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property other than from a cause specifically excluded occurring at the Project Site, provided that such Damage:

manifests itself during the Defects Liability Period; and

originates from:

- (i) a cause prior to the commencement of the Defects Liability Period; or
- (ii) an act or omission of any of the Insured parties in the course of complying with the requirements of the Defects Liability Period provisions of the Contract.

3. Basis of Settlement

In the event of Damage to Insured Property the amount payable by the Insurers will be as follows and the provisions of clauses 3(b) and 4 to 6 will also apply.

- (i) for employees' tools and personal property, the basis of settlement shall be Reinstatement Value;
- (ii) in respect of Construction Plant and Equipment (other than as provided in (i) above), the amount payable shall be the Basis of Settlement stated in the Schedule, except:
 - A. where the item is financed and in the event of its total loss or constructive total loss, the amount settled shall be the greater of the cost of discharging the lease or the stated Basis of Settlement;
 - B. in respect of items leased, hired or rented, the basis of settlement shall be in accordance with the rectification provisions of the lease, hire or rental agreement but not exceeding the Reinstatement Value;
- (iii) for all other Insured Property, the basis of settlement shall be Reinstatement Value.

Notwithstanding the foregoing, in the event of Damage to Tunnelling, the maximum amount payable shall be limited to the costs incurred to reinstate the property insured to the standard or condition technically equivalent to that which existed immediately before the occurrence of the loss or damage but not in excess of 150% of the original average per-metre construction cost of the immediate damaged area.

Local Authorities Clause

The indemnity provided by this clause 3(b) shall, subject to a maximum of 10% of Project Value, extend to include the extra costs (including demolition or dismantling) of Damaged Insured Property necessarily incurred to comply with the requirements of any Act of Parliament or regulation made thereunder or any

by-law or regulation of any municipal or other statutory authority other than the Named Insured, other than such extra costs as aforesaid with which the Insured had been required to comply prior to the Damage occurring.

4. Undamaged Foundations

Where the Insured Property is destroyed but the foundations are not destroyed then any abandoned foundations will be considered as being destroyed. The term "foundations" is deemed to include services such as, but not limited to, conduits, pipes, cables and wiring built into the footings and foundations (including concrete floor slabs).

5. Output Replacement

If any item(s) of the Insured Property having a measurable output is Damaged (in whole or in part) and which is capable of replacement with a new item(s) which performs a similar function, then the amount payable by the Insurers in respect of such property shall be on the following basis:

If any lost or destroyed Insured Property is to be replaced by an item(s) which has the same or a lesser total output, then the amount payable thereof is the new installed cost of such replacement item(s) as would give the same total output as the Damaged item(s);

If any Damaged Insured Property is to be replaced by an item(s) which has a greater total output and the replacement value is no greater than the value of the Damaged items(s) then the amount payable shall be the cost of the replacement item(s) and no deduction shall be made due to improved output;

If any Damaged Insured Property is to be replaced by an item(s) which has a greater total output and the replacement value is greater than the value of the Damaged item(s) then the insurable value thereof is that proportion of the new installed cost of the replacement item(s) as the output of the Damaged item(s) bears to the output of the replacement item(s). The difference between the insurable value as defined and the new installed cost of the replacement item(s) shall be borne by the Insured.

6. Reasonable Margin for Profit

In all cases, the cost of reinstatement shall refer to the final cost to the Insured after completion of the repair, reinstatement or replacement work (including materials and wages incurred for the purpose of repairs and a reasonable margin for profit, administration costs and overheads).

7. Pavement Materials

Any Material obtained from any source either natural, raw, processed, crushed, manufactured or recycled, either in a stockpile or as part of running surface which may comprise that portion of a road designed for the support of, and to form the running surface, for vehicular traffic.

8. Earthworks

All operations involving the loosening, removing, depositing, shaping and compacting of soil or rock, including the excavating and embankment of earth involved in an engineering construction and the structures resulting from this operation.

2. Extensions

The following Extensions apply to this Policy

2.1 Additional Costs and Expenses

The Insurers shall, in addition to the Limits of Liability, pay the following extra costs and expenses necessarily and reasonably incurred by or on behalf of the Insured (over and above those already included in the Project Value), subject to the Sub-limits of Liability stated in the Schedule (if any):

1. Removal of Debris and Other Costs

(i) Debris

Costs and expenses necessarily incurred in respect of the demolition, removal, storage and/or disposal of debris, Insured Property or other property, ponded water or other substances (including Insured Property which is no longer useful for the purpose it was intended) and clearing drains, sewers service mains and the like including dewatering affecting the Insured Operations arising out of Damage or other event Insured by this Policy.

(ii) Temporary Protection

Costs and expenses incurred by or on behalf of the Insured:

- (1) for the removal of and/or the temporary protection and safety of Insured Property;
- (2) in the purchasing and/or hiring and in the erection and dismantling of hoardings, barriers, fences and any other forms of protection which the Insured must provide in order to comply with the requirements of any government, municipal or other statutory authority.

Provided that the indemnity afforded shall only apply where the costs and expenses are incurred as a result of Damage.

(iii) Shoring, Propping and Other Costs

Costs and expenses necessarily incurred in respect of shoring up, propping, underpinning, temporary repairs, recovery and retrieval of Insured Property as a consequence of actual Damage.

2. Expediting Expenses

Costs and expenses incurred in connection with or incidental to expediting the commencement, carrying out or completion of the repair, reinstatement or replacement of the Insured Property consequent upon Damage. Such costs and expenses shall include but not be limited to:

- (i) express or chartered carriage or delivery (including by sea or air);
- (ii) travel (including by sea or air) of the Insured's employees, agents, sub-contractors, consultants or representatives;
- (iii) overtime or penalty rates of wages and other related allowances and payments;
- (iv) hire of additional labour, plant, equipment, materials, expertise or services;
- (v) reasonable and necessary cost of earlier than usual delivery or manufacture and/or costs of purchasing resources;
- (vi) accommodation and boarding costs (including meals and other costs associated therewith);

(vii) additional administrative and/or overhead expenses.

3. Search and Locate Costs

Leak search and other costs incurred following irregularities discovered in the results of a hydrostatic or other testing procedure up to a maximum of [REDACTED] any one Event. Such costs will include but not be limited to:

- (i) the cost of hiring, operating and transporting apparatus, the cost of operation;
- (ii) the cost of all associated earthworks;

and are payable notwithstanding that physical damage may not have occurred to the affected item.

4. Professionals' Fees

The fees of project managers, architects, surveyors, quantity surveyors, engineers, legal and other consultants and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon Damage to the Insured Property, but not for preparing any claim.

5. Mitigation Expenses

Reasonable costs and expenses incurred by or on behalf of the Insured in connection with or incidental to mitigating, containing, eliminating, avoiding or suppressing actual threat to life or actual or imminent Damage occurring at or adjacent to or immediately threatening the Insured Property.

Such costs and expenses shall include but not be limited to:

- (i) the payment for additional labour (including the Insured's employees), services or resources;
- (ii) the cost of replenishing fire fighting appliances or systems and costs and charges incurred for the purpose of shutting off the supply of water or any other substance following the accidental discharge or escape from intended confines of any such substance, whether from fire protection equipment or otherwise.

6. Claims Preparation Costs

Reasonable costs and expenses incurred by the Insured and not otherwise recoverable in connection with or incidental to preparing, collating, auditing or qualifying actual or imminent Damage being claimed under this Policy.

7. Government and other Fees

- (i) Any fee, contribution or other impost (excluding fines and/or penalties) payable to any government, municipal or other statutory authority other than the Named Insured, where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate Insured Property.
- (ii) Any fee contribution or other impost (excluding fines and/or penalties) payable to any government, municipal or other statutory authority other than the Named Insured for services rendered or equipment supplied for the purpose of helping to prevent, mitigate or confine further actual Damage at or in the vicinity of the Project Site.

2.2 Civil Authority

This policy is extended to include loss resulting from Damage by civil authority during a conflagration or other catastrophe incurred for the purpose of retarding the same.

3. Exclusions

This policy does not provide indemnity in respect of:

1. **Consequential Loss**

liquidated damages or penalties for non-completion of or delay in completion of the Contract or non-compliance with contract conditions or consequential loss, other than as specifically provided under this Policy.

2. **Wear and Tear**

Damage directly caused by:

- (a) normal wear and tear;
- (b) rust, oxidation, corrosion or gradual deterioration, in each case when due to atmospheric conditions or other gradual causes;

but this Exclusion 2, shall be limited to that part of the Insured Property which is immediately affected and shall not apply to any other parts lost or damaged in consequence thereof.

3. **Defects (LEG2/96)**

All costs rendered necessary by defects of material workmanship design plan or specification and should damage occur to any portion of the Insured Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured Property had been put in hand immediately prior to the said damage.

For the purpose of this Policy, and not merely this Exclusion 3, it is understood and agreed that any portion of the Insured Property shall not be regarded as Damaged solely by virtue of the existence of any defect of material, workmanship, design, plan or specification.

4. **Aircraft or Watercraft**

Aircraft or Watercraft or plant and equipment permanently mounted thereon.

5. **Disappearance or Shortage**

loss due to disappearance or revealed by inventory shortage alone, unless the shortage can be reasonably attributed to burglary, theft, pilferage or like dishonesty of persons other than the Insured.

6. **Money**

Damage to cash, bank notes, treasury notes, cheques, postal orders and money orders, stamps or securities.

7. **Transits Outside of Australia**

Damage to Insured Property in the course of ocean marine shipment.

8. **Electronic Data Exclusion**

loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, Exclusion 8 will not apply to physical damage occurring during the Period of Insurance to Insured Property directly caused by a Defined Peril.

9. Breakdown of Construction Plant and Equipment

Damage to Construction Plant and Equipment other than that owned of the responsibility of RMS.

10. Nuclear Risks

loss, damage or liability directly or indirectly caused by or contributed to by or arising from:

- (a) ionising, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;

for the purpose of this General Exclusion 4.4 (a) only, combustion shall include any self-sustaining process of nuclear fission;

- (b) nuclear weapons materials.

This Exclusion 3.10 shall not apply to liability resulting from the use of commercial radioactive isotopes.

3.11 War and Terrorism

notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; Notwithstanding this clause 4.5(a), this Policy shall cover loss, damage or liability caused by missiles and/or mines and/or bombs and/or other explosives not discovered at the moment of commencement of this Policy as long as no state of war exists in the country where the loss occurs; or
- (b) any act of terrorism, except to the extent provided under the Terrorism Insurance Act 2003 (Cth).

For the purpose of this clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 3.11(a) and/or 3.11(b) above.

In the event any portion of this General Exclusion clause 3.11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

11. Earthwork Materials and Pavement Materials

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers will not indemnify the Insured for loss or damage due to rain on earthwork materials and or pavement materials, except where such loss or damage is due to an event with a minimum return period of 20 years for the location insured on the basis of the 24 hour

statistics prepared by the Bureau of Meteorology for the nearest station to the location insured, or such other independently operated weather station situation near or adjacent to the location insured.

12. Unsealed Roadworks

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, cover for damage to unsealed roadworks will not exceed 5,000 metres any one indemnifiable event.

13. Piling foundation clause MR 121

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred

- (a) for replacing or rectifying piles or retaining wall elements
 - (i) which have become misplaced or misaligned or jammed during their construction
 - (ii) which are lost or abandoned or damaged during driving or extraction, or
 - (iii) which have become obstructed by jammed or damaged piling equipment or casings,
- (b) for rectifying disconnected or declutched sheet piles,
- (c) for rectifying any leakage or infiltration of material of any kind,
- (d) for filling voids or for replacing lost bentonite,
- (e) as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
- (f) for reinstating profiles or dimensions

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured, subject to the terms, exclusions, provisions and conditions of this Policy.

4. Conditions

The following Conditions apply .

1. Escalation

If during the Construction Period, the anticipated actual Project Value is estimated to exceed the estimated Project Value, then the Limit of Liability and Sub-Limits of Liability shall be increased by the percentage that represents the amount the anticipated actual Project Value for such Contract(s) exceeds the estimated Project Value at commencement of the Contract(s), but the total amount of all such increases shall not exceed 25% of the amount set against each item in the Limits of Liability and Sub-limits of Liability.

2. Claims Procedure

For estimated Damage up to ██████████ the Insured is at liberty to immediately proceed with repairs or replacement and shall provide to the Insurers full details of the cause and circumstances of the Damage, followed by written notification of the claim, supported by the necessary invoices and other details.

For estimated Damage exceeding ██████████ the Insured is to defer proceeding with repairs or replacement until the Insurers or their representatives have made a preliminary survey or have agreed to the Insured proceeding with repairs or replacement.

The amounts stated in this Condition 2 refer to estimates made by the Insured of amounts payable by Insurers after application of any relevant Excess.

3. Limits of Liability

- (a) No liability shall attach to the Insurers until the Damage in respect of each Event exceeds the amount of any relevant Excess stated in the Schedule.
- (b) The liability of the Insurers for any one Event at any one situation shall not exceed the Limits of Liability and the accumulative amounts of the Sub-limits of Liability stated in the Schedule.
- (c) The Limits of Liability and Sub-limits of Liability shall apply in excess of the amount of any relevant Excess.

4. Application of Excess

- (a) The Insured shall be liable to pay the amount of the Excess in respect of each Event. If a series of claims are made under this Policy arising out of the one Event then only one Excess shall apply

- (b) Non-aggregation of Excesses

Should more than one Excess apply for any claim or series of claims arising from the one Event, such Excesses shall not be aggregated and only the highest single Excess shall apply.

- (c) 72 Hour Clause

For the purpose of the application of any Excess, all Damage resulting from fire, earthquake, cyclone, flood, hail, storm and/or tempest, occurring during each period of 72 consecutive hours shall be considered as one Event where such peril is sporadic in its sweep and scope. The Insured shall select the time from which any such period shall commence but no two selected periods shall overlap.

- (d) Inland Transit

In respect of the transit Excess such Excess shall apply to Insured Property in the course of loading of the Insured Property, whilst in transit, including incidental storage until unloading at the point of discharge at the final destination.

5. Insurers' Rights

The Insured shall, at the request and the expense of the Insurers, do and concur in doing all such acts and things as the Insurers may reasonably require with a view to recovery of Damaged Insured Property or to preserve and enforce any rights the Insured may have against anyone in respect of Damage to Insured Property.

6. Subrogation and Settlement of Claims

- (a) The Insured shall inform the Insurers as soon as reasonably practicable of the happening of any Damage which may give rise to a claim under this Policy.
- (b) Upon the payment of any claim under this Policy, subject to any restrictions imposed by the Commonwealth Insurance Contracts Act 1984, the Insurers shall be subrogated to all the rights and remedies of the Insured arising out of such claim against any person or corporation whatsoever.

7. Multiple Insureds Clause

- (a) If the Insured comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this clause 4.10), cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the Limits of Liability or Sub-limits in this Policy.
- (b) The insured parties will, to the extent allowed under contract, at all times preserve the various contractual rights and agreements entered into by the insured parties and contractual remedies of such parties in the event of loss or damage.
- (c) The Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from an insured party in circumstances of such insured party committing fraud, misrepresentation, material non-disclosure or breach of any warranty or Condition of this Policy referred to in this General Condition 4.10 as a "Vitiating Act".
- (d) However a Vitiating Act or any other act or neglect committed by one insured party, either at the time of entering this contract or during the Period of Insurance, shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- (e) The Insurers agree to waive all rights of subrogation that they may have or acquire against:
 - (i) any Insured other than those defined in the Insured iii.d. in circumstances where indemnity is not provided under this Policy;
 - (ii) at the option of the Named Insured, any other parties or persons, subject to the Insured, waiving rights of subrogation prior to the loss, but only when required to do so under contract;

except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act, in which circumstances the Insurers may enforce such rights against the party committing the Vitiating Act.

8. Notices

- (a) Any notice(s) required by the Conditions of this Policy to be given to the Insurers shall be given by the Insured through any office of their insurance provided, icare.
- (b) Any notice(s) given by the Insurers to any party insured under this Policy shall also be given to all other named parties.
- (c) Any notice of claim given to the Insurers by any party insured under this Policy shall be accepted by the Insurers as a notice of claim given on behalf of all other parties insured under this Policy.
- (d) If a Nominee for Insurers' Notices is shown in the Schedule, the Insurers agree to give the nominated organisation 30 business days prior notice in the event of:
 - (i) the cancellation or expiry of this Policy before completion of the Construction Period and/or Defects Liability Period of the relevant Contract due to non payment of premium or any other cause;
 - (ii) the Insurers giving any notice under this Policy.

9. Declarations and Premium Payment

If the Premium with regard to an item of this Policy is shown in the Schedule as being adjustable, then the Premium is provisional and will be adjusted as follows:

- (a) Within 30 days of the expiry of the Construction Period, the Named Insured will declare to the Insurers the actual value of the Adjustment Factor for each relevant item shown in the Schedule.
- (b) The Premium will be adjusted (subject to minimum Premium applicable) by payment to the Insurers of an additional Premium or by allowance to the Insured of a return Premium, as the case may be, calculated at the agreed rate on the difference between the estimated and actual value of the Adjustment Factor.
- (c) In the event of any dispute or difference between the Insurers and the Named Insured as to the actual declared values, then for the purposes of this clause and clause 4.1, at the request of either party, such values shall be determined by the President for the time being of the Australian Institute of Quantity Surveyors, or his nominee, acting as an expert and not as an arbitrator. The cost of any such determination shall be borne equally by the Insurers and the Named Insured.

10. Extension to Period of Insurance

The Insurers agree to automatically grant any required alteration/extensions to the Period of Insurance up to a maximum of 90 days at additional premium not exceeding pro-rata. The Named Insured shall notify the Insurers as soon as possible (but no later than the estimated end date of the Construction Period shown in the Schedule or endorsement of this Policy) of becoming aware that the completion date last notified to the Insurers will be exceeded and the revised estimated completion date.

Extensions to the estimated Period of Insurance of greater than 90 days will only be covered subject to the prior approval of the Insurers.

11. Insolvency or Bankruptcy

The insolvency or bankruptcy of any party comprising the Insured shall not release the Insurers from any of their obligations assumed hereunder.

12. Hold Harmless Agreements

Where, in connection with or in relation to a Contract, the Insured enters into an agreement with another party and where such agreement provides, inter alia, that the Insured shall indemnify and/or hold harmless and/or release from liability such other

party in respect of any damage, defect or liability hereby insured against, it is understood and agreed that this Policy shall not be prejudiced or invalidated by the Insured agreeing to such provisions and that the indemnity and/or hold harmless and/or release from liability given by the Insured shall be equally binding upon the Insurers.

13. Jurisdiction and Service of Proceedings

The Insurers agree that:

- (a) this Policy is governed by the laws of Australia;
- (b) in the event of a dispute arising under this Policy, Insurers at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (c) any summons notice or process to be served upon the Insurers may be served upon the Nominee For Legal Service stated in the Schedule. Such Nominee has authority to accept service and to enter an appearance on the Insurers' behalf. If directed by the Insured the Nominee shall give a written undertaking that the Nominee will enter an appearance on the Insurers' behalf;
- (d) if proceedings are instituted against any one of the Insurers, all Insurers hereon will abide by the decision of such Court or any competent Appellate Court.

14. Cancellation

- (a) By the Insurers

The Insurers may cancel this Policy for any of the reasons set forth in Section 60 of the Commonwealth Insurance Contracts Act 1984 by serving on the Named Insured sixty (60) days notice in accordance with Section 59 of that Act, in which case the Insured will be entitled to a pro-rata refund of the Premium.

- (b) By the Named Insured

The Named Insured (on behalf of itself and all other Insured's unless otherwise specified) may cancel this Policy thereof at any time by giving notice in writing to the Insurers.

- (c) After cancellation by the Named Insured, the Premium will be adjusted in accordance with Condition 4.9 or pro-rata for the period on risk of the outcome does not represent an equitable refund for the cancelled period. The Named Insured will be obliged to supply to the Insurers such information as is necessary to adjust the Premium.

15. Alterations in Material Fact/Error or Omission

- (a) The Insured will not be prejudiced under this Policy in the event of any alteration in material fact or otherwise regarding construction methods or procedures, an unintentional or inadvertent error, omission or misdescription or any other information contained or omitted from any underwriting information supplied to the Insurers.
- (b) The Named Insured undertakes to immediately notify the Insurers as soon as the alteration or omission becomes known to them, and the Insurers shall be entitled to make reasonable variations to this Policy's terms and Conditions as may be mutually agreed between the Insurers and the Insured.

16. Progress Payments

Provided that quantum has reasonably been established and indemnity has been granted under this Policy, the Insurers agree to make an immediate progress payment on account of any claim of not less than 50% of the quantum established. Further

progress payments shall be made to the Insured, at such intervals and for such amounts as may be agreed upon production of an acceptable report by the Loss Adjuster (if appointed), provided such payments shall be deducted from the amount finally determined upon adjustment of the claim.

17. Engagement of Loss Adjusters

icare is authorised to appoint a loss adjuster from the panel of Agreed Loss Adjusters to investigate and quantify losses that are potentially indemnifiable under this Policy. Loss adjuster fees and expenses shall be payable by the Insurers.

The Insurers and Insured agree that the Agreed Loss Adjusters shall be agents of the Insurers and the Insured and all documents, transcripts, reports (verbal and written) shall be made available to the Insurers and the Insured.

If at any time there shall be any dispute or difference between the Insurers and the Insured in respect of the adjustment of a loss, then the Insurers or the Named Insured shall be entitled to appoint an independent loss adjuster.

18. Loss Payee

Any claim arising under this Policy shall be settled with and paid to the Loss Payee stated in the Schedule or as they may direct.

19. Currency

(a) All monetary amounts expressed in this Policy are in Australian dollars. The Premium and losses shall be paid in Australian dollars or as otherwise agreed between the Insurers and the Insured.

(b) For the purposes of this Policy, the Insurers agree to the Named Insured's normal practice of converting currency to Australian dollars in accordance with the Named Insured's accounting practices.

20. Sanctions and Embargoes

This Policy does not provide any cover or benefit for any business or activity to the extent that:

(i) such cover or benefit and/or

(ii) such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

This policy does also not provide any insurance coverage or other benefits, if and to the extent, there is no insurance coverage in the master policy or reinsurance contract, subject to any applicable sanction laws.



General and Products Liability Policy Project Insurance

PROJECT: The Northern Road – Stage 3 North

PERIOD: 7 November 2016 to 7 February 2023

PRINCIPAL INSURED: Roads and Maritime Services

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General and Products Liability - Project Insurance Policy

Introduction

In consideration of the Named Insured having paid or agreed to pay the Premium, the Insurer agrees to indemnify the Insured to the extent provided herein subject always to the Limits of Liability and Sub-limits of Liability of this Policy.

This Policy incorporates the Introduction, Insuring Clauses, Schedule, Sections, Definitions and Interpretation, Conditions, Extensions, Exclusions, Endorsements and any other terms herein contained, which are to be read together. The Insurer agrees that this Policy and any subsequent attaching Endorsements are accepted as their own.

The liability of the Insurer will in no case exceed the Limits of Liability and Sub-limits stated in the Schedule or elsewhere in this Policy.

Signed for and on behalf of the Insurer:

Insurer	Policy No.	Proportion %	Signature	Place	Date
Self-Insurance Corporation of NSW	100		Sydney

Schedule

Named Insured:	Roads and Maritime Services				
Insured:	Lendlease Engineering Pty Ltd This Policy also insures other parties as specified in the definition of the Insured herein.				
Insured Project:	All works of any kind or description undertaken by or on behalf of the Named Insured and commenced during the Policy Period in respect of The Northern Road – Stage 3 North				
Policy Period:	From: 7 November 2016 To: 7 February 2023 Both dates at 4:00pm Local time at Sydney, NSW And any other period for which the Policy is extended by agreement.				
Defects Liability Period:	36 Months in respect of the initial Defects Liability Period (included in Policy Period)				
Performance Testing Period:	Not Applicable				
Geographical Scope:	Anywhere in the Commonwealth of Australia (and any overseas locations but only if agreed by the Insurer prior to risk being covered)				
Limits of Liability: (clause 18)	Limit of Liability each Occurrence and in the aggregate during the Period of Insurance for all Occurrences in respect of Products only: [REDACTED] Clause 2 - Defence and other costs are in addition to these limits.				
Nominee for Insurer Notices: (clause 23(c))	<table><thead><tr><th>Nominee</th><th>Address</th></tr></thead><tbody><tr><td>Jardine Lloyd Thompson</td><td>Level 11, 66 Clarence St Sydney</td></tr></tbody></table>	Nominee	Address	Jardine Lloyd Thompson	Level 11, 66 Clarence St Sydney
Nominee	Address				
Jardine Lloyd Thompson	Level 11, 66 Clarence St Sydney				
Nominee for Legal Service: (clause 33(c))	Goran Bogdanovski Roads and Maritime Services 101 Miller Street, North Sydney				
Loss Adjuster(s): (clause 31)	The Insurer authorises the following companies to adjust any claim under this Policy, or as otherwise agreed by the Insurer and the Insured: - Technical Assessing - Harrison Grey				

Underlying Insurance

Not Applicable

JLT's address for Notices:

(clause 23)

Notices under this Policy to be sent to:

Jardine Lloyd Thompson Pty Ltd
Level 11, 66 Clarence Street
Sydney NSW 2000

Att: Jonathan Frost

E-mail: Jonathan.frost@jlta.com.au

Phone: 02 9290 6706

Currency:

(clause 32)

Australian dollars

Excess:

(clause 19)

(inclusive of Defence and other costs in Clause 2)

As agreed

██████████ for Worker to
Worker claims

██████████ for Products
Liability

██████████ for
Underground Services

██████████ for all other
claims

Should more than one deductible appear under the Policy for any claim or series of claims arising from the one Occurrence, only the highest single deductible shall apply.

Premium:

(clause 24)

As agreed

Definitions and Interpretation

The following Definitions will apply to this Policy.

Aircraft means any craft or machine made or intended to fly or become airborne or move in or through the atmosphere or space.

Advertising Injury means:

- i. libel, slander or defamation;
- ii. infringement of copyright or of title or of slogan;
- iii. piracy or unfair competition or idea misappropriation under an implied contract;
- iv. invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities or any advertising activities conducted on behalf of the Named Insured, in the course of advertising the Contract, Business, goods or services.

Business means the Insured Project stated in the Schedule including the provision and management of canteens, social, sports and welfare organisations for the benefit of the Insured's Employees, first aid, security, fire and ambulance services and maintenance of the Insured's premises and provided in connection with the Insured Project.

Contract means any contract or agreement or work undertaken by or on behalf of the Insured in connection with the Insured Project.

Contract Types

Where appearing in this Policy, the following Contract Type definitions apply.

Dams, means dams, weirs and hydroelectric projects involving the construction of dams or weirs.

Off-Shore Works means works which are not land based or not to be connected to land on completion and which are located in excess of 5 kilometres from the nearest land. The term shall include oil rigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Works Contract.

Tunnelling means the construction of underground passageways, subways and/or roads used for the movement of pedestrians or vehicular traffic that is open at both ends, and is constructed by boring, drilling, excavating or digging through the earth, but shall not include Horizontal Directional Drilling Contracts, or work to existing tunnels which do not involve the above construction techniques.

Horizontal Directional Drilling means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment. This definition does not include tunnels of the type and/or use defined in Tunnelling

Underground Mining means works specifically related to underground mining. The term shall not include contracts involving alluvial, open cut or hydraulic mining or quarrying.

All Other Works shall mean any other works not referred to above.

In the event of a Contract or project comprising more than one Contract Type, the Contract Type shall be deemed the Contract Type with the largest contract and materials value.

Contract Value means the total value of work and construction costs incurred by or on behalf of the Insured in respect of the Insured Project. It includes the value of principal supplied and other free supplied materials if liability for such work is required to be insured under this Policy. The Named Insured and/or Insured may reduce the Contract Value by subtracting the non-recurring construction costs.

Period of Insurance means:

- (1) **Construction Period** means the period commencing with the entering into of each Contract, provided such Contract is entered into during the Period of Insurance, until at the option of the Insured:

- (i) the Contract Works have been formally accepted in their entirety by the principal or owner as having achieved practical completion and completed any relevant commissioning and/or performance testing periods, notwithstanding the fact that portions of the Contract(s) may have been handed over, put into use or accepted by the principal or owner prior to that time; or
- (ii) with respect to each separable portion of the Contract Works, the time it is taken over and put into use by the principal or owner and completed any relevant commissioning and/or performance testing periods.

The Construction Period shall not exceed the Policy period noted in the Schedule.

(2) Defects Liability Period means the period described in any Contract during which an Insured is legally obliged to rectify defects, shrinkages, errors, omissions or other faults and/or to complete its obligations under such Contract (the initial Defects Liability Period), which includes a further period, following rectification of defects under the initial period.

Employee means any person under a contract of service or apprenticeship with the Insured.

Insured means:

- (a) the Named Insured stated in the Schedule
- (b) the Government Agency and/or department for all contracts declared to icare for the purpose of this insurance.
- (c) any Government Agency and/or department of any Named Insured, or any other government or non-government organisation under the control of any insured party and over which it is exercising active management.
- (d) any parent or subsidiary company (including subsidiaries thereof) of any insured party and any other organisation under the control of the Insured and over which it is exercising active management, whether now or hereafter incorporated;
- (e) if not a Named Insured, any of the following persons or entities for whom or for which the insured parties above are obliged to arrange insurance by virtue of a Contract or assumption of responsibility, but only to the extent required by such Contract or assumed responsibility and in any event only for such coverage and Limits of Liability as provided in this Policy;
 - i. principal or owner or agent of the principal or owner or joint venture partner;
 - ii. construction manager or project manager;
 - iii. contractor or sub-contractor of any tier subject to the limitations in (iv) and (v);
 - iv. architect, engineer or other consultant, but only in respect of their on-site, manual activities;
 - v. vendor or manufacturer, but only in respect of their on-site, manual activities;
 - vi. lessor, financier, mortgagee or trustee;
 - vii. government body not included in i to v. above;
 - viii. other party with an insurable interest in the Insured Project not included in the above
 - ix. alliance partners in respect of works undertaken under alliance agreements;

For the purposes of this policy those Insured specified in iv. and v. above are not considered to be included under any other Insured definition.

- (f) any director, executive officer, Employee, partner, contract staff, or member of any safety, security or medical facility of any of the Insured's whilst acting as such;
- (g) any office bearer or member of any social, sporting, or welfare facility of any of the Insured's whilst acting as such; and

all for their respective rights, interests and liabilities.

JLT means Jardine Lloyd Thompson Pty Ltd, ABN 69 009 098 864.

Local Time means the Official Government Time set on Co-ordinated Universal Time (UCT) (which includes daylight savings time where observed) at the designated place stated in the Schedule.

Occurrence means an event including continuous or repeated exposure to conditions that result in Personal Injury, Property Damage or Advertising Injury where such injury or damage is neither expected nor intended from the standpoint of the Insured.

Policy Period means the period stated in the Schedule, and shall include any subsequent periods for which the Insurer has agreed to renew this Policy.

Personal Injury includes:

- (a) bodily injury, illness, disease, disability, shock, fright, loss of consortium, loss of amenities, mental anguish or mental injury, including any resultant death;
- (b) false arrest, false imprisonment, wrongful detention, malicious prosecution and humiliation;
- (c) the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - (i) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this Policy; or
 - (ii) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured;
- (d) nuisance, wrongful entry or wrongful eviction or other invasion of the right to private occupancy;
- (e) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products means anything after it has left the custody or control of the Insured, which has been or is deemed by law to have been manufactured, grown, produced, processed, formulated, built and/or constructed, assembled, erected, installed, sold, supplied, imported, exported, distributed, treated, serviced, altered or repaired by the Insured, which includes the Insured Project or other works performed by the Insured, containers, labels and packing materials, directions, instructions and advice given or omitted to be given in connection with such Products. Works shall be deemed to be a Product only after expiry of the Construction Period and after they have left the custody or control of the Insured.

Property Damage means:

physical loss or destruction of or damage to tangible property including the loss of use (total or partial) or any consequential loss resulting therefrom; or

total or partial interruption of or interference with or loss of use of or deprivation of premises, property, services, facilities, trade or vehicular or pedestrian traffic or the like.

Underlying Insurance means a policy of insurance arranged by or on behalf of an Insured either voluntarily or pursuant to a contract (which may include a policy(ies) arranged by joint venture partners, principals, contractors, etc.) that provides cover to the Insured for a risk, which save for the Underlying Insurance, would be covered by this Policy. Underlying Insurance includes but is not limited to those policies identified in the Schedule.

Vehicle means any type of machine on wheels or intended to be propelled by other than manual or animal power and any trailer made or intended to be drawn by any such machine whilst attached thereto.

Watercraft means any vessel, craft or thing in excess of 12 metres in length (measured at the waterline) made or intended to float on or travel on or through water.

Worker to Worker Liability means:

legal liability of the Insured in respect of recoveries of any payments by any workers' compensation insurer under the provisions of any workers' compensation legislation or policy, or at common law.

solely in respect of workers undertaking work on the Insured Project.

Excess means:

The Insured shall retain the amount specified as the Excess in the Schedule for each and every Occurrence indemnified by this Policy.

INTERPRETATIONS

The following Interpretations will apply to this Policy.

Headings

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

Singular/Plural

In this Policy, where the context admits, words denoting the singular shall include the plural and vice versa.

Insuring Clauses

The Insurer will indemnify the Insured:

1. Legal liability

against the Insured's legal liability to pay damages or compensation in respect of:

- (a) Personal Injury;
- (b) Property Damage; or
- (c) Advertising Injury,

sustained:

- (i) during the Construction Period or Defects Liability Period in respect of the Insured Project; or
- (ii) during the Period of Insurance in respect of the Insured's Products;

within the Geographical Scope stated in the Schedule as a result of an Occurrence.

2. Defence and other costs

In addition to the Limits of Liability, the Insurer will pay in connection with any indemnity pursuant to clause 1 all costs and expenses:

- (a) incurred by or on behalf of the Insured in connection with or incidental to:
 - (i) the provision of immediate medical, surgical or other aid to any person;
 - (ii) the protection of property, including but not limited to temporary repairs and/or shoring up, the purchasing and/or hiring and the erection and dismantling of hoardings, barriers, fences and any other form of temporary protection (including but not limited to such temporary protection which the Insured must provide in order to comply with the requirements of any statutory authority);
 - (iii) the mitigation, containment, elimination or suppression of actual or possible loss,
- (b) connected with or incidental to the investigation, defence, negotiation or settlement of any claim made against the Insured (including but not limited to costs and expenses connected with or incidental to any appeals against any judgements against the Insured) incurred by or on behalf of the Insured with the consent of the Insurer, such consent not to be unreasonably withheld;
- (c) recoverable from the Insured by any claimant;
- (d) connected with or incidental to the investigation, defence, negotiation or settlement of any prosecution (criminal or otherwise) of the Insured or attendance by any of the Insured at any official investigation, examination, coroner's inquest, inquiry or other proceedings provided that the Insurer shall not be liable to pay any fines or penalties imposed against the Insured;

even if the allegations of a suit are groundless, false or fraudulent, Insurer will defend any proceedings against the Insured for compensation to which indemnity under this Policy applies (or would apply if the claim was sustained) and the Insurer may make such investigations and settlement of any claim as the Insurer deems expedient.

Exclusions applying to this Policy

This Policy does not provide indemnity in respect of:

3. **Workers compensation/employers' liability**

liability for which the Insured is entitled to indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers and workmen's compensation, whether or not the Insured has effected such a policy, except in respect of:

- (a) any amount in excess of any limits applicable under any such policy which has been effected in a country to comply with legal requirements. Coverage provided under this clause 3(a) shall not apply in respect of Personal Injury sustained by any Employee, to the extent that it is the subject of indemnity under any of the Insured's workers' compensation or employer's liability policies or any policy issued in substitution thereof;
- (b) any liability of others which has been assumed by the Insured under contract;
- (c) any liability arising out of the infringement by the Insured of the Trade Practices Act, 1974 or similar legislation of a state or territory or country.

4. **Aircraft and Watercraft**

liability arising from the ownership, possession or use by the Insured of any Aircraft or Watercraft, but this clause 4 shall not apply to:

- (a) Aircraft or Watercraft which are not owned or operated by the Insured when such craft are hired, leased or chartered to or by the Insured with a pilot/master and crew supplied;
- (b) liability arising out of construction plant or equipment mounted upon or operating from any Watercraft;
- (c) the use or existence of explosives on or from any Watercraft whether in, over or under water or otherwise;
- (d) liability in respect of work undertaken on Watercraft.

5. **Vehicles**

liability caused by the ownership, possession or use by the Insured of any Vehicle where such liability at the time and place of the Occurrence giving rise to a claim under this Policy is insured by virtue of any legislation governing the use of motor vehicles. This clause 5 shall not apply to liability in respect of:

- (a) the loading or unloading of or the delivery or collection of goods to or from any Vehicle;
- (b) a Vehicle whilst situated or being used on or adjacent to any site or the premises of the Insured;
- (c) Personal Injury to the extent that indemnity is not provided by a compulsory third party bodily injury liability insurance.

6. **Loss of use**

loss of use of tangible property that forms part of a Contract which has not been physically damaged or destroyed resulting from a delay in or lack of performance by or on behalf of the Insured of any Contract or agreement.

7. **Defective Product**

liability for:

- (a) the cost of making good, replacing or reinstating workmanship performed by the Insured or of any Product which is or is alleged to be defective or deficient;
- (b) the cost of or damages claimed in relation to the withdrawal, recall, inspection, repair, replacement or loss of use of any Products or any property of which such Products form a part, if such Products or property are withdrawn from the market or from use solely because of any known or suspected defect or deficiency therein;

This Clause 7 shall apply only which is defective or deficient and shall not apply to any other parts of the works, Products or any other property lost or damaged as a consequence.

8. Professional liability

liability arising out of the rendering of or failure to render professional advice or service by the Insured or error or omission connected therewith, but this clause 8 does not apply to:

- (a) Personal Injury or Property Damage arising therefrom, provided that no indemnity is available in respect of any architects, engineers or consultants; or
- (b) the rendering of or failure to render professional medical advice by medical persons employed by the Insured to provide first aid and other medical services on the Insured's premises or sites and provided in connection with the Insured Project.

9. Pollution and contamination

- (a) liability arising out of discharge, dispersal, seepage, release or escape of Pollutants into or upon land, the atmosphere, or water; but this clause 9(a) does not apply if such discharge, dispersal, seepage, release or escape is sudden and accidental and neither expected nor intended from the standpoint of the Insured;
- (b) any costs and expenses incurred in the prevention, removing, nullifying or cleaning up of Pollutants, but this clause 9(b) does not apply where clean-up, removal or nullifying expenses are incurred consequent upon a sudden and accidental happening neither expected nor intended from the standpoint of the Insured, which results in Property Damage and/or Personal Injury.

10. Asbestos liability

claims directly or indirectly caused by, contributed to by or arising from asbestos or materials containing asbestos.

11. Fines and penalties

liability arising from or attributable to any fine or penalty, including but not limited to any civil penalty, but this clause 11 does not apply to civil awards in the nature of compensatory damages.

12. Property owned by or in care, custody or control of the Insured

damage to property:

- (a) owned by the Insured; or
- (b) held in trust or in the custody or control of the Insured, but only for which and to the extent that indemnity is provided under the Insured's construction (material damage) insurance policy or other similar policy covering such property.

13. Recall

The cost of or damages claimed in relation to the withdrawal, recall, inspection, repair, replacement, or loss of use of the Products or any property of which such Products form a part, if such Products or property are withdrawn from the market or from use solely because of any known or suspected defect or deficiency therein.

14. Trade Sanctions

Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this Policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and the Insurer has no obligation to pay a claim if to do so would breach that sanction or law

15. Nuclear risks

liability directly or indirectly caused by or contributed to by or arising from:

- (a) ionising, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this clause 15(a) only, combustion shall include any self-sustaining process of nuclear fission;
- (b) nuclear weapons materials.

This clause 15 shall not apply to liability resulting from the use of commercial radioactive isotopes.

16. War

Liability occasioned by or through or in consequence directly or indirectly of any of the following occurrences:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;

This Exclusion also excludes liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

17. Terrorism

Liability directly or indirectly caused by, contributed to, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons;
- (b) involves damage to property;
- (c) endangers life other than that of the person committing the action;
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

This Exclusion also excludes liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Conditions applying to this Policy

The following Conditions apply to this Policy.

18. Limits of Liability

- (a) The liability of the Insurer under this Policy in respect of each Occurrence shall not exceed the Limits of Liability stated in the Schedule. All Personal Injury, Property Damage or Advertising Injury arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.
- (b) The Limits of Liability shall apply in excess of the amount of the Excess.
- (c) The total aggregate liability of the Insurer for all claims arising out of Products shall not exceed the Limit of Liability stated in the Schedule for each Period of Insurance.

19. Application of Excess

- (a) The Insured shall be liable to pay the amount of the Excess stated in the Schedule in respect of each Occurrence. If a series of claims are made arising out of the one Occurrence then only one Excess shall apply.
- (b) The Excess shall also apply to Defence and other costs as described in Insuring Clause 2 and clause 31 once these costs have been established.

20. Claims procedure

The Insured shall upon becoming aware of an event or loss giving rise or likely to give rise to a claim exceeding the Excess under this Policy:

- (a) give notice thereof as soon as reasonably practicable to the Insurer and JLT;
- (b) at the expense of the Insurer take all reasonable steps to mitigate the actual or potential amount of the claim;
- (c) as soon as reasonably practicable thereafter submit a claim in writing to the Insurer and JLT.
- (d) produce to the Insurer or to any person officially designated by it all such details, proof and particulars as may be reasonably required by it and permit extracts and copies of such documentation to be made and retained;
- (e) Notwithstanding the foregoing any Insured shall be entitled to take immediate action to avoid danger to persons or property and that such action shall in no way prejudice or invalidate the relevant Insured's position or entitlement with respect to any claim hereunder;
- (f) The Insured will also maintain accurate claims data in respect of all claims under the Excess payable in respect of this Policy.

21. Insurer's rights and subrogation

- (a) Upon the payment of any claim under this Policy, subject to any restrictions imposed by the Commonwealth Insurance Contracts Act 1984, the Insurer shall be subrogated to all the rights and remedies of the Insured arising out of such claim against any person or corporation whatsoever.

- (b) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the consent of the Insurer who will take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for the Insurer's own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim, however the Insurer shall discuss the conduct, defense, prosecution or settlement of any claim or proceeding with the Insured prior to taking action or effecting settlement.
- (c) The Insurer may pay to the Insured, the amount of the applicable Limit of Liability of the Insurer or such lesser sum for which the claim can be settled subject in either case to deduction of any sum or sums already paid as compensation in respect of such claim and the Insurer shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which the Insurer are liable hereunder incurred prior to the date of such payment.
- (d) Any claim amount recovered shall be applied in the following order of priority:
 - (i) firstly to reimburse the Insured for the uninsured proportion of the loss, which includes any Excess paid by the Insured;
 - (ii) secondly, to reimburse the Insurer of any excess insurance over the indemnity by this Policy as their interest may appear;
 - (iii) thirdly, to reimburse the Insurer to the extent of their actual payment under this Policy;
 - (iv) fourthly, if any balance then remains unpaid, to reimburse the insurers of any primary or Underlying Insurance as their interest may appear.

The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no such recovery in proceedings conducted solely by the Insurers, they shall bear the expenses thereof.

22. Multiple Insured's clause

- (a) If the Insured comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this clause 22), cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurer to all of the insured parties collectively shall not exceed the Limits of Liability or Sub-limits in this Policy.
- (b) The insured parties' will, to the extent allowed under contract, at all times preserve the various contractual rights and agreements entered into by the insured parties and contractual remedies of such parties in the event of loss or damage.
- (c) The Insurer shall be entitled to avoid liability to or (as may be appropriate) claim damages from an insured party in circumstances of such insured party committing fraud, misrepresentation, material non-disclosure or breach of any warranty or Condition of this Policy referred to in this clause 22 as a "Vitiating Act".
- (d) However a Vitiating Act or any other act or neglect committed by one insured party, either at the time of entering this contract or during the Period of Insurance, shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.

- (e) The Insurer agree to waive all rights of subrogation that they may have or acquire against:
 - (i) any Insured or any individual or organisation affiliated or associated with a parent of or a subsidiary of any Insured;
 - (ii) any other parties or persons, subject to the Insured waiving rights of subrogation under contract prior to the loss occurring;

except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act, in which circumstances the Insurer may enforce such rights against the party committing the Vitiating Act.

23. Notices

- (a) The Insured shall address all notices or communications required by this Policy to the Insurer and Jardine Lloyd Thompson Pty Ltd (JLT) at the address stated in the Schedule for onward transmission to the Insurer. The Insurer shall also address all notices or communications required by this Policy to JLT at the address stated in the Schedule for onward transmission to the Insured.
- (b) The Insurer will accept notice of a claim by any Insured as notice by all Insured's under this Policy. Where the Insured is required under contract to include a provision that the Insurer provide any notice under this Policy to all Insured's, the Insurer agree to be bound by this undertaking. JLT will assist the Insurer in identifying contact details for each Insured.
- (c) If a Nominee for Insurer' Notices is shown in the Schedule, the Insurer agree to give such nominee 60 business days prior notice in the event of:
 - (i) the cancellation or expiry of this Policy before completion of the Defects Liability Period for any reason, including non payment of premium;
 - (ii) the Insurer giving any notice under this Policy.

24. Declarations and Premium payment

As soon as is practicable following the expiry of the Policy Period, the Named Insured will declare to the Insurer:

- (a) the total final Contract Value of the Insured Project commenced and completed during the Policy Period, Subject to any minimum premium applicable, the provisional Premium will be adjusted by payment to the Insurer of an additional premium or by allowance to the Named Insured of a return premium, as the case may be, calculated by applying the agreed rate on the difference between the estimated and:
 - (b) in respect of the Insured Project, the final and projected (as applicable) Contract Values;

25. Resolution of a dispute over values

In the event of any dispute or difference between the Insurer and the Named Insured as to the quantum of declared values, then for the purposes of this clause 25 and other provisions of this Policy, both parties agree that such values shall be determined by the President for the time being of the Australian Institute of Quantity Surveyors, or his nominee, acting as an expert and not as an arbitrator. The cost of any such determination shall be borne by the Insurer.

26. Insolvency or bankruptcy

The insolvency or bankruptcy of any party comprising the Insured shall not release the Insurer from any of their obligations assumed hereunder.

27. Assignment

If required, the Insurer will consider the assignment of this Policy to another party upon application by the Insured. Such agreement shall not be unreasonably withheld.

28. Hold harmless agreements

Where, in connection with or in relation to a Contract, the Insured enters into an agreement with another party and where such agreement provides, inter alia, that the Insured shall indemnify and/or hold harmless and/or release from liability such other party in respect of any indemnifiable event under this Policy, this Policy shall not be prejudiced or invalidated by the Insured agreeing to such provisions and that the indemnity and/or hold harmless and/or release from liability given by the Insured shall be equally binding upon the Insurer.

29. Cancellation or non-renewal of this Policy

- (a) By the Insurer

Subject to clauses 22 and 23(c) the Insurer may cancel this Policy in accordance with Section 60 of the Insurance Contracts Act 1984 (Cth) by serving on the Named Insured sixty (60) days' notice in accordance with Section 59 of that Act, in which case the Named Insured will be entitled to a pro-rata refund of the Premium.

- (b) By the Named Insured

The Named Insured (on behalf of itself and all other Insured's unless otherwise specified) may cancel this Policy at any time by giving notice in writing to that Insurer.

30. Alterations in material fact, error or omission

- (a) The Insured will not be prejudiced under this Policy in the event of any alteration in material fact or otherwise regarding construction methods or procedures, an unintentional or inadvertent error, omission or mis-description or any other information contained or omitted from any underwriting information supplied to the Insurer.
- (b) The Named Insured undertakes to immediately notify the Insurer as soon as the alteration or omission becomes known to them, and the Insurer shall be entitled to make reasonable variations to this Policy's terms and Conditions as may be mutually agreed between the Insurer and the Named Insured.

31. Appointment of Loss Adjuster

- (a) Loss adjusters appointed to investigate and quantify losses that are potentially indemnifiable under this Policy are agents of the Insurer and their fees and related expenses shall be payable by the Insurer. JLT, icare and GIO are authorised to appoint a loss adjuster from the panel of Loss Adjusters stated in the Schedule.
- (b) The Insurers and Insured agree that the Agreed Loss Adjuster's shall be agents of the Insurers and the Insured and all document, transcripts and reports (verbal and written) shall be made available to the Insurers and the Insured.
- (c) If at any time there shall be any dispute or difference between the Insurers and the Insured in respect of the adjustment of a loss, then the Insurers or the Named Insured shall be entitled to appoint an independent loss adjuster.

32. Currency

All monetary amounts expressed in this Policy are in the denomination stated in the Schedule.

33. Jurisdiction and service of suit

The Insurer agrees that:

- (a) this Policy is governed by the laws of Australia;
- (b) in the event of a dispute arising under this Policy, at the request of the Named Insured, the Insurer will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court;
- (c) any summons notice or process to be served upon the Insurer may be served upon the Nominee for Legal Service stated in the Schedule. Such nominee has authority to accept service and to enter an appearance on the Insurer's behalf. If directed by the Named Insured, the nominee shall give a written undertaking that the nominee will enter an appearance on the Insurer's behalf;

34. Extension to Construction Period

After first becoming aware that the completion date will exceed the Construction Period limitations stated in the Schedule, the Named Insured agrees to notify the Insurer as soon as possible (but no later than the Construction Period limitation stated in the Schedule or any revised period agreed by Endorsement), the revised estimated completion date.

Extensions to the estimated Policy Period of up to 30 days shall be at no additional cost. For extensions beyond 30 days, the Insurer shall be entitled to charge the Named Insured an additional premium, but in no case shall the additional premium charged be greater than pro-rata of the premium for the particular Contract. Extensions to the estimated Construction Period do not automatically extend the Performance Testing Period or the estimated Defects Liability Period, any request for extension to these periods will only be considered at terms and Conditions to be agreed by Insurer.

35. Non Contribution Clause.

The Insurer agrees that irrespective of the existence of other policy/ies which may provide cover in part or in full in respect of any liability or expense incurred by this Policy, Insurer will not seek contribution in respect of liability or expense indemnified by this insurance. It is understood that Insurer will be unable to seek contribution under section 76 or section 45 of the Insurance Contracts Act 1984



Pollution Liability

Project Insurance

PROJECT: The Northern Road – Stage 3 North

PERIOD: 7 November 2016 to 7 January 2020

PRINCIPAL INSURED: Roads and Maritime Services

Pollution Liability - Project Insurance Policy

Introduction

In consideration of the Named Insured having paid or agreed to pay the Premium, the Insurer agrees to indemnify the Insured to the extent provided herein subject always to the Limits of Indemnity and Sub-limits of coverage of this Policy.

This Policy incorporates the Introduction, Insuring Clauses, Schedule, Sections, Definitions, Conditions, Extensions, Exclusions, Endorsements and any other terms herein contained, which are to be read together. The Insurer agrees that this Policy and any subsequent attaching Endorsements are accepted as their own.

The liability of the Insurer will in no case exceed the Limits of Indemnity and Sub-limits stated in the Schedule or elsewhere in this Policy.

Signed for and on behalf of the Insurer:

Insurer	Policy No.	Proportion %	Signature	Place	Date
Self-Insurance Corporation of NSW		100		Sydney	

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Named Insured	Roads and Maritime Services
Additional Insured	Lendlease Engineering Pty Ltd And other parties as specified in the definition of the Insured herein.
Period of Insurance	From: 7 November 2016 To: 7 January 2020
Limit of Indemnity	██████████ per Incident Limit ██████████ Policy Aggregate Limit
Non-Owned Disposal Site Retroactive Date	7 November 2016
Extended Reporting Period (Non-owned Disposal Site Liability)	60 days
Completed Operations Hazard Period	2 years
Deductible	██████████ each and every Occurrence (costs inclusive)
Covered Operations	Any work, of every kind and description, to be undertaken for, or in relation to The Northern Road – Stage 3 North
Policy Number	
Policy Wording	As attached
Premium Breakdown	As Agreed

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Pollution Liability Occurrence Policy

In consideration of payment of the Premium by the Insured to icare and in reliance upon written statements and declarations contained within the declaration form and supporting documentation received from the Insured, icare agrees to pay to or on behalf of the Insured in accordance with the attached Schedule, Policy wording and endorsements where applicable.

SECTION I - COVERAGE

1. Insuring Agreement

(a) Covered Operations Liability

icare will pay to or on behalf of the Insured those sums the Insured becomes legally obliged to pay for Loss arising from Pollution Conditions caused by Covered Operations performed by the Insured or any entity for which the Insured is legally liable.

This insurance applies only to Loss for:

- (i) Bodily Injury, Environmental Damage or Property Damage that occurs during the Period of Insurance; and
- (ii) Emergency Response Costs that are first incurred by the Insured during the Period of Insurance.

Progressive, continuous, intermittent or indivisible Bodily Injury, Environmental Damage or Property Damage that occurs over a period of days, weeks, months or longer caused by Pollution Conditions shall be deemed to have occurred only on the date of first exposure to such Pollution Conditions. The date of first exposure is:

- (i) In the case of Bodily Injury, the date of the first exposure of any person to the Pollutants; and
- (ii) In the case of Environmental Damage or Property Damage, the date of the first discharge, dispersal, seepage, migration, release or escape of the Pollutants.

If the date of first exposure as described above is before the inception date of the first Policy issued to the Insured by icare providing coverage for Bodily Injury, Environmental Damage or Property Damage caused by Pollution Conditions resulting from Covered Operations, or cannot be immediately determined, but the progressive, continuous, intermittent or indivisible Bodily Injury, Environmental Damage or Property Damage continues in fact to exist during the Period of Insurance, the date of first exposure will be deemed to have occurred only on the inception date of the first Policy issued to the Insured by icare that is applicable to the Covered Operations from which the Bodily Injury, Environmental Damage or Property Damage caused by Pollution Conditions arose. Further, no other policy issued to the Insured by icare will be applicable to the Covered Operations from which the Bodily Injury, Environmental Damage, or Property Damage caused by Pollution Conditions arose.

(b) Non-owned Disposal Site Liability

icare will pay to or on behalf of the Insured those sums the Insured become legally obliged to pay for Loss arising from Claim(s) for:

- (i) Bodily Injury or Property Damage to any person or organisation other than the owners or operators of the Non-owned Disposal Site including their employees or contractors; or
- (ii) Clean-up Costs;

caused by Pollution Conditions at or emanating from a Non-owned Disposal Site. Such Pollution Conditions must commence on or after the Non-owned Disposal Site Liability Retroactive Date stated in the Schedule. Claims for such Bodily Injury, Property Damage, or Clean-up Costs must first be made against the Insured during the Period of Insurance or Extended Reporting Period and reported to icare in writing during the Period of Insurance or Extended Reporting Period.

(c) Completed Operations Hazard

icare will pay to or on behalf of the Insured those sums the Insured become legally obliged to pay for Loss arising from Claim(s) incurred within the Completed Operations Hazard Period:

- (i) When all of the Covered Operations called for in the contract have been completed.
- (ii) When all of the Covered Operations to be done at the job site have been completed if the contract calls for Covered Operations to be rendered at more than one job site.
- (iii) When that part of the Covered Operations done at a job site have been put to its intended use by any person or organisation other than another contractor or subcontractor working on the same project.

2. Investigation and Defence

icare has the right to defend any Claim in the name of the Insured of the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim. The Insured shall give all such information and assistance as icare shall require.

Within the Limits, icare will pay Defence Expense in connection with any Claim for which the Insured is indemnified by this Policy.

In the event the Insured is a party to a demand, legal proceeding, inquiry or hearing which is covered only in part by this Policy, the Insured and icare will use their best efforts to agree upon a fair and reasonable allocation of Defence Expense or any other amount insured under this Policy which relates solely to what is covered under this Policy.

In the event that an agreement on reasonable prospects for success cannot be reached between icare and the Insured, a Senior Counsel (to be mutually agreed upon by icare and the Insured) shall,

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as an expert and not an arbitrator, make such allocation determination of legal costs and/or Defence Expense. Until the Senior Counsel has made a determination icare may, in its absolute discretion, pay such legal costs and/or Defence Expense or any other amount insured under this Policy as it considers appropriate.

In the event that agreement on the appointment of a Senior Counsel cannot be reached, such Senior Counsel shall be appointed by the then President of the Law Society or the Law Institute in the relevant State or Territory.

All icare's duties under this Policy end when the applicable Limits are exhausted. This applies to Claims pending at the time and those filed thereafter. Defence Expenses are included in Loss, reduce the applicable limits of liability and are included within the Deductible stated in the Schedule.

3. Joint Defence

If more than one Insured is subject to a Claim:

1. Subject to applicable law, icare and the Named Insured shall agree and appoint one counsel to defend all such Insureds; and
2. All Insureds agree to cooperate with respect to the investigation, defense and settlement of such Claim.

SECTION II - EXCLUSIONS

This Policy does not apply to:

1. Contractual Liability

Loss arising from the Insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for Loss:

- (a) Assumed in (or relating to) a contract or agreement that is an Insured Contract, provided the Bodily Injury, Environmental Damage or Property Damage occurs subsequent to the execution and before the termination of the contract or agreement; or
- (b) That the Insured would have in the absence of the contract or agreement.

2. Criminal Fines and Penalties

Loss arising from criminal fines and criminal penalties.

3. Damage to the Insured's Product and the Insured's Work

Loss arising from damage to the Insured's Product or to the Insured's Work or any part of the Insured's Product or the Insured's Work.

However, this exclusion does not apply if:

- a) if the damaged work or the work out of which the damage arises was performed by any entity for which you are legally liable; or
- b) to Property Damage to property of the Named Insured

4. Employers Liability

Loss arising from Bodily Injury to:

- (a) An employee of an Insured arising out of and/or in the course of employment by the Insured or while performing duties related to the conduct of the Insured's business; or
- (b) Any person whose right to assert a Claim against the Insured arises by reason of any employment, blood, marital or other relationship with the employee.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the Bodily Injury. This exclusion does not apply to liability assumed by the Insured under an Insured Contract.

5. Intentional and Illegal Acts

Loss arising from any dishonest, criminal, fraudulent, malicious, intentional or illegal act or omission of any Responsible Insured.

6. Known Circumstances and Non-Disclosure

Loss arising from any Pollution Conditions caused by Covered Operations which occurred prior to the Period of Insurance if any Responsible Insured knew or could have reasonably foreseen that such Pollution Conditions would give rise to a Claim and the Insured did not disclose such Pollution Conditions to icare.

7. Mould

Loss directly or indirectly caused by, arising out of or in any way connected with:

- (a) Any actual, alleged or threatened inhalation, discharge, dispersal, seepage, migration, absorption, release, exposure to, or escape of any mould, mildew or fungus in any form from any source, at any time;
- (b) The prevention of the actual, alleged or threatened inhalation, discharge, dispersal, seepage, migration, absorption, release, exposure to, or escape of any mould, mildew or fungus in any form from any source; or
- (c) Any testing, monitoring, clean up, removal, containment, treatment, disposal, detoxifying or neutralising or in any way responding to or assessing the effects of mould, mildew or fungus in any form from any source, at any time.

8. Non-compliance

Loss arising from any Responsible Insured's intentional, wilful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body.

9. Owned Property

Loss arising from Property Damage or Clean-up Costs to real or personal property owned, leased, loaned or rented by or to the Insured. However this exclusion does not apply to:

- a. Property Damage or Clean-up Costs to real or personal property of others in the Insured's care, custody or control for the purpose of having Covered Operations performed on such property; or
- b. Claims made by the Roads and Maritime Services against any contractor who enters into an agreement with the Roads and Maritime Services for the purpose of undertaking Covered Operations.

10. Products Liability

Loss arising from the Insured's Product.

11. Professional Services

Loss arising from the performance of or failure to perform professional services or providing or failing to provide professional advice, whether or not that service or advice is ordinary to the Insured's business, regardless of whether a Claim is made by a client or any other person or organisation.

This exclusion does not apply to improper or inadequate supervision of any entity for which the Insured is legally liable when performing Covered Operations at a job site.

12. Property Damage to Cargo

Loss arising from Property Damage to Cargo.

13. Property Damage to Covered Conveyances

Loss arising from Property Damage to any Covered Conveyance.

14. Radioactive Matter

Loss arising from the actual, alleged or threatened exposure of person or property to any radioactive matter, whether naturally occurring or otherwise.

15. Related or Affiliated Entities

Loss arising from any Insured's involvement in Covered Operations performed by or on behalf of any business enterprise that wholly or partly owns the Insured or which to any extent controls, operates, or manages the Insured, or that is wholly or partly owned by an Insured, or in which an Insured is an officer, partner or employee, or which is to any extent controlled, operated, or managed by the Insured.

16. Terrorism

Loss arising from any actual or threatened act of Terrorism or any action taken to, or taken in an attempt to control, prevent or suppress any act of Terrorism.

17. Transported Materials

Loss arising from any waste or any products or materials transported, shipped, or delivered via Motor Vehicle, aircraft, mobile equipment, watercraft, rolling stock or any other transportation mode, to a location beyond the boundaries of a job site at which the Insured or any entity for which the Insured is legally liable is performing or has performed Covered Operations. This exclusion applies only to the extent it does not conflict with the Non-Owned Site Disposal Liability cover.

18. Vehicles

Loss arising from the ownership, maintenance, use, loading and unloading, operation, or entrustment to others of any Motor Vehicle, aircraft, mobile equipment, watercraft, rolling stock or any other transportation mode.

However this exclusion does not apply to Loss:

- (a) Arising from the ownership, maintenance, use, operation, or entrustment to others of any Motor Vehicle, aircraft, mobile equipment, watercraft, rolling stock or any other transportation mode used in the performance of Covered Operations within the boundaries of a job site; or
- (b) Caused by Pollution Conditions arising from Transported Cargo which is carried by a Covered Conveyance used in the performance of Covered Operations.

19. War

Loss arising from war and military action which includes without limitation the following:

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- (a) War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
- (b) Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

20. Workers Compensation

Loss arising from any obligation of the Insured under workers' compensation, unemployment compensation or disability benefits law or similar law.

21. Wrongful Delivery

Loss arising from the delivery of any Cargo into a wrong receptacle or to a wrong address; or the erroneous delivery of one Cargo for another.

SECTION III – COVERAGE TERRITORY

This Policy applies to Claims made in Australia and New Zealand.

SECTION IV – LIMITS AND DEDUCTIBLE

The Limits shown in the Schedule and this section prescribe the maximum icare will pay regardless of the number of Insureds, Pollution Conditions, Claims or persons or organisations making Claims. The Limits apply to the entire Period of Insurance and not separately to any portion (whether annual or otherwise) thereof. If the Period of Insurance is extended after the Policy comes into effect, the additional period will be deemed part of the last preceding period for the purposes of determining the applicable Limits.

1. Policy Aggregate Limit

The Policy Aggregate Limit stated in the Schedule is the most icare will pay for all Loss covered under this Policy.

2. Each Incident Limit

Subject to the Policy Aggregate Limit, the Each Incident Limit stated in the Schedule is the most icare will pay for all Loss arising from one Pollution Condition or the same, related or continuous Pollution Conditions.

Subject to the Policy Aggregate Limit, the Each Incident Limit stated in the Schedule is the most icare will pay for all Loss arising from each Claim under clause 1(b) Insuring Agreement “**Non-owned Disposal Site Liability**”

3. Multiple Periods of Insurance and Multiple Claims

If the same, related or continuous Pollution Conditions result in Bodily Injury, Environmental Damage, or Property Damage which occurs during the Periods of Insurance of different Contractor Pollution Liability policies icare have issued to the Insured:

- (a) All such Bodily Injury, Environmental Damage or Property Damage shall be deemed to have occurred only during the first Period of Insurance of such Contractors Pollution Liability policies in which any of the Bodily Injury, Environmental Damage or Property Damage occurred;
- (b) All Loss arising from all such Bodily Injury, Environmental Damage or Property Damage shall be subject to the Each Incident Limit applicable under the policy described in clause 3.a. above.
- (c) (i) When icare has issued claims made pollution liability coverage to the Insured in one or more Periods of Insurance and a Claim for Loss is first made against the Insured and reported to icare in writing in accordance with the terms and conditions of this Policy during this Period of Insurance, then all Claims for all Loss arising out of the same, related or continuous Pollution Conditions at or emanating from a Non-owned Disposal Site shall be

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deemed to have been first made and reported or incurred during this Period of Insurance, provided that the Insured has maintained pollution liability coverage substantially the same as this coverage with icare on a continuous uninterrupted basis since the first such Claim for Loss was made against the Insured, and reported to icare. All such Claims for Loss will be subject to the terms, conditions and Limits of this Policy.

(ii) All Claims for Loss first made against an Insured and reported to icare during the Period of Insurance and arising out of the same, continuous, repeated or related Pollution Conditions at or emanating from a Non-owned Disposal Site shall be deemed to be a single Claim and shall be deemed to have been made at the time the first of those Claims is made.

4. Deductible

icare's obligation to make payments under this Policy for Loss is excess of the Deductible amount shown in the Schedule.

icare may advance payment of part or all of the Deductible and, upon notification of such payment made, the Named Insured shall promptly reimburse icare within 30 days. The Named Insured stated in the Schedule is responsible for the payment of all Deductible amounts on behalf of all persons or organisations insured.

Payment of Defence Expense or amounts within the Deductible will not create any obligations or be construed as a waiver or estoppel of icare's rights under this Policy.

The Deductible amount applies to all Loss arising from the same, related, or continuous Pollution Conditions.

SECTION V – CONDITIONS

1. Audit of Books and Records

icare may, after giving reasonable notice to the Insured, audit the Insured's books and records as they relate to this insurance at any time during the term of this Policy and up to 3 years afterwards.

2. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve icare of its obligations under this Policy.

3. Cancellation

The Named Insured may cancel this Policy at any time by giving notice in writing to icare.

icare may cancel this Policy at any time where:

- (a) It is entitled to do so pursuant to the Insurance Contracts Act 1984 or any amendments thereto;
- (b) The Insured has failed to notify icare of any specific act or omission where such notification is required under the terms or conditions of this Policy; or
- (c) The Insured has acted in contravention of or omitted to act in compliance with any term of this Policy which empowers icare to refuse to pay a claim in the event of such contravention or omission.

Any notice of cancellation given by icare shall take effect either at the time when another contract of insurance between the Insured and icare or some other insurer (being a contract that is intended by the Insured to replace this Policy) is entered into or at 4pm on the 3rd business day after the date on which notice was given to the Insured by icare, whichever is the earlier.

4. Changes

This Policy contains all the agreements between the Insured and icare concerning the insurance afforded. icare's consent (which shall not be unreasonably withheld or delayed) is necessary for any changes to the terms of this Policy and any such terms will be amended, deleted, or waived only by endorsement issued by icare and made a part of this Policy.

5. Discharge of Liability

icare may at any time discharge its total liability to the Insured in respect of any one Claim or series of Claims arising from one Pollution Condition by paying to or on behalf of the Insured up to the Policy Aggregate Limit as stated in the Schedule:

- (a) The total amount in respect of such Claim to which the Insured is entitled to indemnity under this Policy;
- (b) The total amount sought by the claimant for such Claim; or

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- (c) The total amount for which such Claim can be settled.

In such an event, icare will pay Defence Expense incurred up to the date of payment of any Claim or series of Claim. That payment together with the Claim payment will not exceed the Policy Aggregate Limit.

Upon such payment, icare shall relinquish conduct or control of such Claim and be under no further liability under this Policy in connection with such Claim including but not limited to Defence Expense.

6. Duties in the Event of Pollution Conditions or Claim

- (a) The Insured must notify icare in writing as soon as practicable of any Pollution Conditions reasonably known to the Insured. To the extent possible, such written notification must include:

- (i) How, when and where the Pollution Conditions took place;
- (ii) The names and addresses of any injured persons and of any witnesses; and
- (iii) The nature and location of any injury or damage arising out of the Pollution Conditions.

- (b) If a Claim is received by any Insured, the Insured must:

- (i) Immediately record the specifics of the Claim and the date received; and
- (ii) Ensure that icare receives written notice of the Claim as soon as practicable, but in no event later than the end of this Period of Insurance.

This clause is only applicable in respect of Insuring Agreement 1 (b) – Non-owned Disposal Site Liability

- (c) The Insured must:

- (i) Immediately send to icare copies of any demand, notice, summons or legal paper received in connection with the Claim;
- (ii) Authorise icare in writing to obtain records and other information;
- (iii) Cooperate with icare in the investigation, settlement or defence of the Claim; and
- (iv) Assist icare in the enforcement of any right against any person or organisation which may be liable to the Insured because of Bodily Injury, Property Damage, or Environmental Damage to which this Policy may also apply.

(d) Written notice of Pollution Conditions or a Claim must be sent to:

Attn: icare Construction Risks
321 Kent Street
Sydney, New South Wales, Australia, 2000
Tel: 61-2-9228 3839

- (e) The Insured shall have the duty to incur Mitigation Expense and to clean up Pollution Conditions to the extent required by Environmental Laws by retaining competent professionals or contractors mutually acceptable to icare and the Named Insured. icare shall have the right but not the duty to review and approve all such actions. The Named Insured shall notify icare of actions and measures taken pursuant to this paragraph.
- (f) When Emergency Response Costs have been incurred, the Insured shall forward to icare within seven (7) days of the commencement of Pollution Conditions for which the Emergency Response Costs have been incurred all information including but not limited to: the cause and location of the Pollution Conditions, technical reports, laboratory data, field notes, expert reports, investigations, data collected, invoices, regulatory correspondence or any other documents relating to such Emergency Response Costs.

7. Duties of Named Insured

The Named Insured shown in the Policy Schedule shall act for all Insureds for the following purposes:

- (a) To pay all premiums and Deductibles when due and be the payee for any return premiums which icare pays;
- (b) To give written notice of any Pollution Conditions or Claim in accordance with this Policy;
- (c) To give notice of cancellation or non-renewal;
- (d) To request changes made to this Policy and to receive and accept any endorsements to this Policy; and
- (e) To report changes in scope or nature of Covered Operations to icare.

8. Inspections and Surveys

icare has the right but is not obliged to make inspections, surveys or to give the Insured reports on the conditions icare finds or any recommendations which result from any inspections or surveys. Any inspections, surveys, reports or recommendations relate only to insurability of the risk and the premiums to be charged. icare does not make safety inspections. icare does not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. icare does not warrant that conditions are safe or healthy or comply with laws, regulations, codes or standards. This condition applies not only to icare, but also to icare's representatives who may conduct such inspections or surveys and make reports for icare.

9. Joint Duties in a Non-admitted Jurisdiction

For Loss arising in a Non-admitted Jurisdiction, icare has the right but not the duty to investigate, defend or settle such Claims for Loss.

If icare does not exercise the right to investigate, defend or settle such Claims for Loss, the Insured may under icare's supervision:

- (a) Make such investigation and defence as is reasonably necessary; or
- (b) Effect settlement of such Claims for Loss.

icare shall reimburse the Insured for the reasonable cost of such actions, subject to all other terms and conditions of this Policy.

This Policy shall not serve as proof of insurance in any country of Non-admitted Jurisdiction.

icare may issue, at its sole discretion, proof of insurance documents to a third party upon the Insured's request, but icare is not obliged to do so.

10. Legal Action Against icare

No person or organisation has a right under this Policy:

- (a) To join icare as a party or otherwise bring icare into a Claim asking for damages from an Insured; or
- (b) To bring an action under this Policy unless all of the terms of the Policy have been fully complied with.

Any person or organisation may bring an action to recover on an Agreed Settlement or on a final judgment against an Insured obtained after an actual trial in a civil, arbitration or alternative resolution proceeding but icare will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limits.

11. Singular/Plural

- (a) Words importing persons shall include corporations and other legal entities;
- (b) References in the singular shall be deemed to include the plural and vice versa; and
- (c) Words depicting any gender include references to all other genders.

12. Representations

By accepting this Policy, the Insured agrees:

- (a) The statements in the icare Risk Declaration and any material submitted in connection with such Declaration are the Insured's agreements and representations;
- (b) That this Policy is issued in reliance upon the truth of such representations; and

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- (c) That this Policy embodies all agreements existing between the Insured and icare relating to this insurance.

13. Rights of icare in the Event of Pollution Conditions

icare shall have the right but not the duty to clean-up or mitigate Pollution Conditions upon receiving written notice as provided in SECTION V, clause 6. of this Policy.

Any sums expended by icare under the preceding paragraph will be deemed incurred or expended by the Insured, shall be subject to the applicable Deductible and shall reduce the Limits.

14. Separation of Insureds

Except with respect to the Limits and any rights or duties specifically assigned to the Named Insured, this Policy applies:

- (a) As if each Insured were the only Insured; and
- (b) Separately to each Insured against whom a Claim is made.

Misrepresentation, concealment, breach of a term or condition or violation of any duty under this Policy by one Insured shall not prejudice another Insured under this Policy. Notwithstanding the foregoing, this condition shall not apply to any Insured that is a parent, subsidiary or affiliate of the Named Insured.

15. Transfer of Duties When a Limit of Insurance is Used Up

- (a) When a Limit has been exhausted in payment of Loss:
 - (i) icare will notify the Named Insured and any other Insured against whom a Claim is pending in writing as soon as practicable that:
 - (i.i) Such Limit has been exhausted; and
 - (i.ii) icare's defence of Claim subject to that Limit has also ended, regardless of whether such Claim is still pending.
 - (ii) The Named Insured and any other Insured against whom a Claim is pending will, as soon as practicable, arrange for the transfer of control of the defence from icare of all such Claims against any Insured.
 - (iii) icare will assist and all Insureds must cooperate in the transfer of control of the defence of all Claims which are subject to that Limit and which are reported to icare before that Limit is exhausted.
 - (iv) icare will take steps which icare deems appropriate to avoid a default in or to continue the defence of such Claims until the transfer is completed, provided the appropriate Insured is cooperating in completing such transfer. The Named Insured

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and any other Insured against whom a Claim is pending will reimburse icare for any Defence Expense icare incurs (for which Defence Expense each Named Insured and each other Insured against whom a Claim is pending are jointly and severally liable) to take such steps on and after the date on which the applicable Limit is exhausted.

(v) icare will take no action whatsoever with respect to any Claim reported to icare after the applicable Limit has been exhausted.

(b) The duty to reimburse icare will begin on the date the applicable Limit is exhausted. The exhaustion of any Limit by the payment of Loss will not be affected by icare's failure to comply with any of the provisions of this condition.

16. Subrogation

In the event of any payment under this Policy, subject to any restrictions imposed by the Commonwealth Insurance Contracts Act 1984 and as amended, icare shall be subrogated to all of the Insured's rights of recovery against any person or organisation and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including without limitation, assignment of the Insured's rights against any person or organisation who caused Pollution Conditions on account of which icare has made any payment under this Policy. The Insured shall do nothing to prejudice icare's rights under this condition. Any recovery as a result of subrogation proceedings arising out of the payment of Loss covered under this Policy shall accrue first to the Insured to the extent of any payments in excess of the Limits; then to icare to the extent of its payment under this Policy; and then to the Insured to the extent of the Insured's Deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

17. Assignment

The Insured's rights and duties under this Policy may not be assigned without icare's written consent except in the case of death of an individual Named Insured.

If the Insured dies, the Insured's rights and duties will be assigned to the Insured's legal representative but only while acting within the scope of duties as the Insured's legal representative. Until the Insured's legal representative is appointed, anyone having proper temporary custody of the Insured's property will have the Insured's rights and duties but only with respect to that property.

18. Hold Harmless

Where, in connection with or in relation to the Covered Operations, the Named Insured enters into an agreement with another party and where such agreement provides, inter alia, that the Named Insured shall indemnify and/or hold harmless and/or release from liability such other party in respect of any indemnifiable event under this Policy, this Policy shall not be prejudiced or invalidated by the Insured agreeing to such provisions, and that the indemnity and/or hold harmless and/or release from liability given by the Named Insured shall be equally binding upon icare.

19. Voluntary Payments

No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without icare's written consent.

20. Governing Law & Exclusive Jurisdiction

This Policy is governed by the law in force in the Australian State or Territory in which the Policy is issued. All matters arising from or relating to the construction or operation of the provisions of the Policy shall be submitted to the exclusive jurisdiction of the courts exercising jurisdiction under the law of that State or Territory.

21. Electronic Communications

Each Insured agrees that icare may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act 1984 and as amended or otherwise.

22. Breach of Applicable Law

Notwithstanding anything else to the contrary in the Policy, whenever coverage provided by this policy would be in violation of any applicable economic, trade or other sanction or law, such coverage shall be null and void and icare has no obligation to pay a claim if to do so would breach that sanction or law.

23. Other Insurance

Where other insurance is available to the Insured for Loss covered under the terms and conditions of this Policy, icare's obligations are limited as follows:

- (a) This insurance shall apply as excess insurance over any other valid insurance.
- (b) Where this insurance is excess insurance, icare will pay only our share of the amount of Loss if any, that exceeds the total amount of all such other valid insurance.

In the event where other insurance may be available for Loss covered under this Policy, the Insured shall promptly provide icare with copies of such policies.

24. Extended Reporting Period - Non-owned Disposal Site Liability

icare will provide an automatic Extended Reporting Period as defined in this below, if this Policy is cancelled or not renewed or if icare renews or replaces this Policy with insurance that:

- a. Has a Retroactive Date later than the date shown in the Schedule of this Policy; or
- b. Does not apply to Loss on a claims-made basis.

Extended Reporting Periods do not extend the Period of Insurance or change the scope of coverage provided. Extended Reporting Periods do not reinstate or increase the Aggregate Limit and may not be cancelled once in effect. Extended Reporting Periods apply only to Claims arising from Pollution Conditions caused by Covered Operations that occur before the end of the Period of Insurance but not before the Retroactive Date, if any, shown in the Schedule.

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icare will provide the Named Insured an automatic Extended Reporting Period. Under this provision the Named Insured shall have 60 days from the end of the Period of Insurance to report to icare in writing any Claims first made against the Insured during the Period of Insurance or automatic Extended Reporting Period. This automatic Extended Reporting Period does not apply to Claims that are covered under any subsequent insurance purchased by the Insured, or that would be covered but for the exhaustion of the amount of insurance applicable to such Claim.

This clause is only applicable in respect of Insuring Agreement 1 (b) – Non-owned Disposal Site Liability.

SECTION VI - DEFINITIONS

1. "Agreed Settlement" means a settlement and release of liability signed by icare, the Insured and the claimant or the claimant's legal representative.
2. "Bodily Injury" means physical injury, sickness, disease, mental anguish or emotional distress sustained by any person, including death resulting therefrom.
3. "Cargo" means waste, products or materials carried or delivered on or within a Covered Conveyance by or on behalf of the Insured.
4. "Claim" means a written or oral demand received by the Insured seeking a remedy or asserting liability or responsibility on the part of the Insured for Loss and includes any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Insured.
5. "Clean-up Costs" means costs, charges and expenses including reasonable and necessary legal expense incurred with icare's consent which shall not be unreasonably withheld or delayed, to investigate, neutralise, remove, remediate, monitor or dispose of Pollutants to the extent required by Environmental Laws or costs, charges and expenses that have actually been incurred by any governmental entity duly acting under the authority of Environmental Laws, or that have actually been incurred by third parties. "Clean-up Costs" also includes Restoration Costs and Emergency Response Costs.
6. "Covered Operations" means those operations stated in the Schedule.
7. "Covered Conveyance" means any Motor Vehicle, rolling stock or watercraft operated by the Insured or by any third party carrier acting on behalf of the Insured
8. "Defence Expense" means fees charged by any lawyer designated by icare and agreed to by the Named Insured, and all other fees, costs and expenses resulting from the investigation, adjustment, defence and appeal of a Claim if incurred with icare's prior written consent but without any obligation on icare's part to appeal a Claim. "Defence Expense" shall not include the wages, overtime, or travel of the Insured's employees.
9. "Emergency Response Costs" means reasonable and necessary expenses, including legal expenses for the remediation of soil, surface water, groundwater, or other contamination in connection with any Loss for which the Insured is indemnified by this Policy. icare shall not be liable for reasonable and necessary expenses, including legal expenses, where indemnity is not provided by this Policy or where icare's consent or subsequent agreement (not to be unreasonably withheld) have not been given.
10. "Environmental Damage" means the injurious presence of Pollutants resulting in Clean-up Costs.

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11. "Environmental Laws" means any legislatively or administratively enacted law, rule, regulation or order applicable within the jurisdiction in which Covered Operations are being or have been performed.

12. "Insured" means:

- (a) the Named Insured stated in the Schedule
- (b) the Government Agency and/or department for all contracts declared to icare for the purpose of this insurance.
- (c) any Government Agency and/or department of any Named Insured, or any other government or non-government organisation under the control of any insured party and over which it is exercising active management.
- (d) any parent or subsidiary company (including subsidiaries thereof) of any insured party and any other organisation under the control of the Insured and over which it is exercising active management, whether now or hereafter incorporated;
- (e) if not a Named Insured, any of the following persons or entities for whom or for which the insured parties above are obliged to arrange insurance by virtue of a Contract or assumption of responsibility, but only to the extent required by such Contract or assumed responsibility and in any event only for such coverage and Limits of Liability as provided in this Policy;
 - i. principal or owner or agent of the principal or owner or joint venture partner;
 - ii. construction manager or project manager;
 - iii. contractor or sub-contractor of any tier subject to the limitations in (iv) and (v);
 - iv. architect, engineer or other consultant, but only in respect of their on-site, manual activities;
 - v. vendor or manufacturer, but only in respect of their on-site, manual activities;
 - vi. lessor, financier, mortgagee or trustee;
 - vii. government body not included in i to v. above;
 - viii. other party with an insurable interest in the Insured Project not included in the above
 - ix. alliance partners in respect of works undertaken under alliance agreements;

For the purposes of this policy those Insured specified in iv. and v. above are not considered to be included under any other Insured definition.

- (f) any director, executive officer, Employee, partner, contract staff, or member of any safety, security or medical facility of any of the Insured's whilst acting as such;
- (g) any office bearer or member of any social, sporting, or welfare facility of any of the Insured's whilst acting as such; and

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all for their respective rights, interests and liabilities.

13. "Insured Contract" means:

- (a) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- (b) That part of any other written contract or agreement pertaining to the Insured's business (including without limitation any written contract or agreement between the Insured and any person for the purposes of carrying out work or providing services in relation to the The Northern Road – Stage 3 North) under which the Insured assumes the tort liability of another party to pay for Bodily Injury, Property Damage or Clean-up Costs to a third party or organisation. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

14. "icare" means the NSW Self Insurance Corporation (SICorp). SICorp is constituted and enabled to provide principal arranged construction insurance under the NSW Self Insurance Corporation Act 2004. Insurance and Care NSW (icare), a NSW Government agency constituted under section 4 of the State Insurance and Care Governance Act 2015 (NSW), represents and provides services to the NSW Self Insurance Corporation.

15. "Loss" means:

- (a) Monetary awards or settlements of compensatory damages arising out of Bodily Injury or Property Damage, and where allowable by law punitive, exemplary, aggravated, liquidated or multiple damages for such Bodily Injury and Property Damage;
- (b) Civil fines, civil penalties where allowable by law;
- (c) Clean-up Costs;
- (d) Emergency Response Costs; or
- (e) Defence Expense.

16. "Mitigation Expense" means:

- (a) Reasonable and necessary costs incurred to mitigate Pollution Conditions constituting an emergency situation whereby in the absence of such mitigation, Bodily Injury or Property Damage to third parties (but including the existing property of the Named Insured) is imminent; or
- (b) Clean Up Costs which are incurred pursuant to Environmental Laws

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17. "Motor Vehicle" means a motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
18. "Named Insured" means the person or entity named in the Schedule of this Policy.
19. "Natural Resources" means land, fish, wildlife, biota, air, surface water, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Commonwealth, any state or local government, any foreign government, or any native tribe.
20. "Non-admitted Jurisdiction" means a jurisdiction where icare is not licensed or permitted by law to issue insurance or is prevented by law or otherwise from investigating, defending or settling any Claim.
21. "Period of Insurance" means:
 - (a) The Period of Insurance stated in the Policy Schedule or any shorter period resulting from the cancellation of the Policy; and
 - (b) With regard to Loss included within the Completed Operations Hazard, the Completed Operations Hazard Period starting at the earlier of the expiration date or the date on which the policy is cancelled, if applicable.
22. "Policy" means this Policy wording, any endorsements to it, the Schedule and the Proposal.
23. "Pollutants" means any solid, liquid, gaseous or thermal pollutant, irritant or contaminant, or poisonous, noxious or polluting matter, including but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals, hazardous substances, electromagnetic fields and waste. Waste includes materials to be recycled, reconditioned or reclaimed, infectious and pathological waste materials; and abandoned or illicit materials. This includes (without any limitation), in any form and of any kind, any goods, products, materials, structures or buildings containing asbestos, asbestos fibres, asbestos dust and asbestos containing materials.
24. "Pollution Conditions" means the emission, discharge, dispersal, migration, release or escape of Pollutants. If the Pollutants are naturally occurring, these Pollutants only constitute Pollution Conditions to the extent they are exacerbated by Covered Operations. The entirety of any such emission, discharge, release or escape or any series of interrelated, associated, repeated, or continuous emissions, discharges, releases or escapes shall be deemed to be one Pollution condition.
25. "Property Damage" means:
 - (a) Physical Damage to or destruction of Natural Resources and other tangible property of parties other than the Insured including all resulting loss of use and diminution in value of that property; or

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- (b) Loss of use but not diminution in value of Natural Resources and other tangible property of parties other than the Insured that is not physically damaged.

Property Damage does not include Environmental Damage.

26. "Responsible Insured" means:

- (a) An officer, director or partner of any Insured; or
- (b) The manager or supervisor of any Insured responsible for environmental affairs, control or compliance.

27. "Restoration costs" means reasonable and necessary costs incurred by the Insured with icare's consent, which shall not be unreasonably withheld or delayed, to restore, repair or replace Natural Resources and other tangible property of third parties (but including the existing property of the Named Insured) to substantially the same condition it was in prior to being damaged during work performed in the course of incurring Clean-up Costs. However such restoration shall not exceed the net present value of such property immediately prior to incurring Clean-up Costs or include costs associated with improvements or betterments.

28. "Terrorism" means an act or acts by any person or group of persons or government causing or threatening to cause any harm of any nature for political, religious, ideological, ethnic or similar purpose or to intimidate or influence any government or the public or any section of the public.

29. "The Insured's Product" means any goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by the Insured, others trading under the Insured's name, or a person or organisation whose business or assets the Insured has acquired; and containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The Insured's product includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the Insured's product; and the providing of or failure to provide warnings or instructions.

The Insured's product does not include vending machines or other property rented to or located for the use of others but not sold.

30. "The Insured's Work" means work or operations performed by the Insured, or any entity for whom the Insured is legally liable; and materials, parts or equipment furnished in connection with such work or operations.

The Insured's work includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the Insured's work; and the providing of or failure to provide warnings or instructions.

31. "Transported Cargo" means Cargo after it is moved from the place where it is accepted by the Insured for movement into or onto a Covered Conveyance, until the Cargo is moved from the Covered Motor Vehicle to the place where it is finally delivered by the Insured. Transported Cargo also includes Cargo during the loading or unloading to or from a Covered Conveyance, provided that the loading or unloading is performed by the Insured. Transported Cargo does not include Cargo at rest for a period longer than 72 hours after it has been accepted by or on behalf of the Insured for movement into or onto a Covered Conveyance but before it reaches the place of final delivery.
32. "Non-owned Disposal Site" means any waste disposal facility which are used by the Insured for the treatment, storage, or disposal of waste or material, provided that:
- a. The waste or material is generated by the Covered Operations performed by the Insured;
 - b. The Non-owned Disposal Site is not managed, operated, owned or leased by any Insured;
 - c. The Non-owned Disposal site is permitted and/or licensed by the applicable Federal , State, or Local authorities to accept such waste or material as of the date the waste material is treated, stored, or disposed of at the Non-owned Disposal Site; and
 - d. The Non-owned Disposal site is not listed on any contaminated sites list or register prior to the treatment, storage or disposal of the waste or material at the Non-owned Disposal Site.
33. "The Northern Road – Stage 3 North" means the upgrade of a 4 kilometre section of The Northern Road between Glenmore Parkway, Glenmore Park and Jamison Road, South Penrith including an upgrade of the M4 Western Motorway interchange. Key features of the proposed road upgrade include, but are not limited to:
- Widening The Northern Road to provide four lanes in each direction (three general traffic lanes and a kerbside bus lane)
 - Widening the road bridge over the M4 Motorway
 - Installing new traffic lights and turning lanes at some intersections
 - Installing new traffic lights at the Glenmore Parkway intersection (existing roundabout to be removed)
 - Providing continuous bus lanes in each direction
 - Installing a central median
 - Providing a new shared path for pedestrians and cyclists on the western side of the road and a new footpath on the eastern side of the road
 - Installing new street lighting, drainage and safety barriers.

Schedule 38

Dispute Avoidance Board Agreement

(clauses 2.9, 20 and 23.2 (definition of "DAB Agreement"))

This Agreement made at Sydney on the _____ day of _____ 20____
between the following parties:

Parties Lendlease Engineering Pty Ltd (ABN 40 000 201 516)
 (**"Contractor"**) of:
 Level 14 Tower Three, International Towers
 Sydney, Exchange Place, 300 Barangaroo Avenue,
 Barangaroo NSW 2000

and

Roads and Maritime Services (ABN 76 236 371 088)
(**"RMS"**) of:

20-44 Ennis Road
Milsons Point NSW 2061
(for delivery of notices by hand)

or:

Locked Bag 928
North Sydney NSW 2059
(for delivery by post)

Fax no: Not Used

Attention: Director Infrastructure Development
Email: jeff.mccarthy@rms.nsw.gov.au

and

Graham Easton of G R Easton Pty Limited (ABN:
43130839479)

(**"Member"** or **"the Dispute Avoidance Board"**) of:

73 Carlotta Street
Greenwich NSW 2065
Email: geaston@bigpond.net.au

Recitals

- A. On or about the date of this Agreement, the Contractor entered into the Project Deed with RMS in respect of the *Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project*.
- B. The Project Deed provides for a dispute resolution process through the establishment and the operation of a dispute avoidance and resolution board to assist the parties in preventing disputes from arising under the Project Deed and if a dispute cannot be prevented, to decide it.
- C. The Member represents that he or she is experienced generally in construction and project management and, in particular, in the construction and project management of, and the resolution of issues and

disputes in relation to, works similar to the Project Works and offer their expertise in those fields.

- D. The Project Deed contemplates that the Member will discharge those functions set out in Appendix 1 to this Agreement.
- E. This Agreement sets out the rights, obligations and duties of the Member, RMS and the Contractor in relation to the Dispute Avoidance Board.

This Agreement provides:

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Member means the individual appointed to the Dispute Avoidance Board in accordance with this Agreement and any replacement Member in the circumstances contemplated under clause 13(b) of this Agreement, as the case may be.

Other Parties means RMS and the Contractor.

Rules has the meaning in clause 4(b) of this Agreement.

1.2 Terms defined in the Project Deed

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

1.3 Interpretation

In this Agreement unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any Authority, institute, association or body is:
 - (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
 - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;
- (e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:

- (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
- (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Agreement;
- (i) a reference to:
 - (i) a party or clause is a reference to a party or clause of or to this Agreement; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or subparagraph in the clause in which the reference appears;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) for all purposes (other than where designated as a Business Day), "day" means calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. Project Deed to prevail

- (a) The parties agree that if there is any inconsistency between the terms of this Agreement and the Project Deed, the terms of the Project Deed will prevail to the extent of the inconsistency.
- (b) This Agreement is effective as of the date all parties sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 2.11 of the Project Deed.

3. Formation of the Dispute Avoidance Board

3.1 Appointment of Members

- (a) Each of the Other Parties appoints the Member to perform the functions, activities and obligations contemplated for the Dispute Avoidance Board under the Project Deed and this Agreement.
- (b) The Member confirms his or her acceptance of the appointment referred to in clause 3.1(a).

3.2 Formation

The parties acknowledge that the Dispute Avoidance Board:

- (a) has been formed;
- (b) is constituted by the Member; and
- (c) must perform its obligations and functions under the Project Deed and this Agreement.

4. Establishment of procedures

- (a) During the first meeting of the Dispute Avoidance Board, the Dispute Avoidance Board will establish procedures for the conduct of its regular meetings, site visits and other matters (excluding the rules governing the Dispute Avoidance Board determination of a Dispute referred to it pursuant to clause 20.4 of the Project Deed) in accordance with the procedures included in Appendix 1 to this Agreement (unless otherwise agreed by the parties).
- (b) The parties agree to comply with:
 - (i) the general operating procedures in Appendix 1 to this Agreement; and
 - (ii) the rules for the Dispute Avoidance Board decision process (**Rules**) set out in Appendix 2 to this Agreement in respect of any Dispute referred to the Dispute Avoidance Board pursuant to clause 20.4 of the Project Deed.

5. Dispute Avoidance Board Member's obligations

5.1 Dispute Prevention

The Member agrees to do all things and to take such action as may be practicable in accordance with this Agreement to assist the Other Parties in preventing Disputes from arising under the Project Deed and if a Dispute cannot be prevented, to decide it in accordance with clause 20 of the Project Deed and this Agreement.

5.2 Impartiality

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

5.3 Independence

The Member agrees to act honestly, impartially, without bias and independently of the Other Parties and any of their Subcontractors in the performance of his or her obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 5 of this Agreement.

5.4 General duties

The Member agrees to carry out his or her obligations as the member of the Dispute Avoidance Board:

- (a) with due care and diligence;
- (b) in compliance with the Project Deed and this Agreement; and
- (c) in compliance with all applicable Laws.

6. Costs and fees

- (a) The Other Parties are jointly and severally liable for the payment of the Member's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3.
- (b) The Other Parties agree as between themselves that:
 - (i) they will each pay one half of:
 - (A) the Member's fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3;

- (B) any third party costs incurred in holding any conference referred to in clause 2 of the Rules, including any booking fee, room hire and transcript costs; and
- (ii) they will each bear their own costs of and incidental to the preparation of this Agreement (and any replacement) and their participation in any decision process of the Dispute Avoidance Board.
- (c) The Member agrees that he or she will submit a separate tax invoice to each of RMS and the Contractor at one monthly intervals (unless a different frequency is agreed by the Other Parties), covering the preceding month's activities by the Member. The invoice is to separately identify the activities performed and the calculation of the relevant fees and disbursements (excluding GST) (**Payment Amount**) in sufficient detail to enable the Other Parties to review that the invoice is calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3. If either of the Other Parties is not satisfied that the Payment Amount is calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3, then either of the Other Parties may request clarification from the Member.
- (d) The Member agrees that he or she will issue a separate tax invoice to each of RMS and the Contractor, for one half of the agreed Payment Amount.
- (e) The Other Parties must pay the amounts payable in tax invoices issued in accordance with clause 6(d) within 30 days of receipt.
- (f) The Member is not entitled to engage any third party consultants or advisers in the performance of their obligations under this Agreement unless the Other Parties agree in writing for them to do so, and on the terms on which they may do so.

7. RMS commitment and responsibilities

RMS acknowledges and agrees that it must:

- (a) act in good faith towards the Member and the Dispute Avoidance Board;
- (b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and
- (c) except for its participation in the Dispute Avoidance Board's activities as provided in the Project Deed and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Member on matters dealing with the prevention and resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

8. Contractor's commitments and responsibilities

The Contractor acknowledges and agrees that it must:

- (a) act in good faith towards the Member and the Dispute Avoidance Board;
- (b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and
- (c) except for its participation in the Dispute Avoidance Board's activities as provided in the Project Deed and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Member on matters dealing with the avoidance and resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

9. Confidentiality

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

- (a) to keep that information confidential;
- (b) not to disclose that information except if compelled by Law to do so;

- (c) not to use that information for a purpose other than complying with its obligations under this Agreement or the resolution of any Dispute referred to the Dispute Avoidance Board; and
- (d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

10. Conflict of interest

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

11. Liability

Except in the case of fraud:

- (a) the Member shall not be liable to the Other Parties or any of them upon any cause of action whatsoever for anything done or omitted to be done by the Dispute Avoidance Board; and
- (b) the Other Parties jointly and severally hereby release the Member against all actions, suits, proceedings, disputes, differences, accounts, claims, demands, costs, expenses and damages of any kind whatsoever (hereafter "**claims**") (including, but not limited to, defamation, bias or other misconduct) whether such claims arise:
 - (i) under or in any connection with this Agreement;
 - (ii) in tort for negligence, negligent advice or otherwise; or
 - (iii) otherwise at law (including by statute to the extent it is possible so to release, exclude, or indemnify) and in equity generally, including without limitation for unjust enrichment,arising out of, or in connection with, the Project or the Dispute Avoidance Board's activities or any other process conducted pursuant to this Agreement.

12. Indemnity

RMS and the Contractor hereby jointly and severally indemnify and keep indemnified the Member against all claims including without limitation claims by third parties upon any of the bases set out in clause 11 (or otherwise):

- (a) against the Other Parties, or any of them; and
 - (b) against the Member,
- arising out of anything done or omitted to be done by the Dispute Avoidance Board or the Member in the proper performance of their duties under this Agreement and the Project Deed.

13. Termination of Agreement

- (a) This Agreement may be terminated by written agreement of RMS and the Contractor or may terminate otherwise in accordance with clause 2.11 of the Project Deed.
- (b) Where:
 - (i) the Member resigns under clause 10(b) or 14.1; or
 - (ii) the appointment of the Member is terminated by RMS and the Contractor under clause 14.2,

then despite the resignation or termination taking effect in accordance with its terms,

this Agreement will remain in force until a replacement to this Agreement has been fully executed pursuant to clause 14.3(d), at which time this Agreement terminates.

14. Members' termination

14.1 Resignation

The Member may resign from the Dispute Avoidance Board by providing 30 Business Days' written notice to RMS and the Contractor (unless RMS and the Contractor agree to a shorter notice period).

14.2 Termination

The Member may be terminated at any time by written agreement of RMS and the Contractor.

14.3 Replacement

The parties acknowledge and agree that if:

- (a) the Member resigns under clause 10(b) or 14.1; or is unable to act as a result of death or disability; or
- (b) the appointment of the Member is terminated by the Other Parties under clause 14.2, then:
- (c) a replacement Member may be appointed in accordance with clause 2.10 of the Project Deed; and
- (d) RMS, the Contractor and the replacement Member must enter into a replacement agreement substantially similar to this Agreement as a condition of a valid re-appointment and re-constitution of the Dispute Avoidance Board under the terms of the Project Deed.

15. Governing law

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

16. Relationship of the parties

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

17. Notices

- (a) Any formal notices contemplated by this Agreement must be in writing and delivered to the relevant address or sent to the facsimile number or email address (subject to clause 17(e) of this Agreement) as set out in the parties' details on page 1 of this Agreement (or to any new address or facsimile number or email address that a party notifies to the others).
- (b) A notice sent by post will be taken to have been received at the time when, in due

course of the post, it would have been delivered at the address to which it is sent.

- (c) A notice sent by facsimile will be taken to have been received on the next day which is a Business Day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a).
- (d) Any notice contemplated by this Agreement to be given to RMS must be delivered to RMS address or sent by facsimile in accordance with RMS' details on page 1 of this Agreement.
- (e) In relation to any notice, information or documentation under clauses 20.2, 20.3, 20.4 and 20.5 of the Project Deed:
 - (i) RMS, RMS Representative, the Contractor and the DAB Member will only be permitted to give such a notice by email if the notice is concurrently delivered to the other party's address or sent by facsimile in accordance with details on page 1 of this Agreement; and
 - (ii) will be taken to have been received at the times set out in clause 17(b) for notices sent by post and clause 17(c) for notices given by facsimile.
- (f) Subject to clause 17(e), a notice given by email is taken to have been received on the next Business Day after the day on which the email was issued, provided the sender does not receive notification that the email was not successfully received in the recipient's inbox.

18. Giving effect to this Agreement

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

19. Survival of terms

The parties agree that clauses 6, 9, 11, 12 and 15 and this clause 19 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

20. Waiver of rights

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

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

21. Operation of this Agreement

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

Agreement.

22. Goods and Services Tax

22.1 Interpretation

Words or expressions used in this clause 22 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

22.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.

22.3 Gross up of consideration

Despite any other provision in this Agreement, if a party (**Supplier**) makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier an amount equal to the GST payable on the supply (**GST Amount**); and
- (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

22.4 Reimbursements (net down)

If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of a GST group of which that party is a member, is entitled for that loss, cost or expense.

22.5 Tax invoices

The Recipient need not make a payment for a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a Tax Invoice for the supply to which the payment relates.

22.6 Adjustment event

If an adjustment event occurs in relation to a taxable supply made under or in connection with this agreement then the consideration payable in respect of the supply shall also be adjusted as follows:

- (a) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply a payment equal to that increase will be made by the Recipient to the Supplier; and
- (b) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply payment equal to that decrease will be made by the Supplier to the Recipient.

Any payment that is required under this clause 22.6 will be made within ten Business Days of the issuing of an adjustment note or an amended Tax Invoice, as the case may be, by the Supplier. If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as it becomes aware of the adjustment event.

23. Amendment

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

24. Counterparts

(a) This Agreement may be executed in counterparts, which taken together constitute one instrument.

(b) A party may execute this Agreement by executing any counterpart.

25. Attorneys

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED as an agreement
SIGNED for and on behalf of
Roads and Maritime Services
(ABN 76 236 371 088) by its duly
authorised delegate in the presence of:

Signature of Witness

Signature of Delegate

Name of Witness (Please Print)

Name of Delegate (Please Print)

EXECUTED for Lendlease Engineering Pty Limited (ABN 40 000 201 516) by its attorneys in accordance with Lendlease Engineering Power of Attorney dated 30 November 2016 registered number _____ book number _____ in the presence of:

Each attorney by signing attests that no notice of revocation or amendment of such Power of Attorney has been received

Signature of witness

Signature of attorney

Name of witness (print)

GAVIN REYMOND

Name of attorney (print)

Signature of witness

Signature of attorney

Name of witness (print)

CRAIG LASLETT

Name of attorney (print)

EXECUTED BY G R Easton Pty Limited (ABN 43130839479) in accordance with s.127 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

APPENDIX 1

Dispute Avoidance Board General Operating Procedures

1. General

- 1.1 The role of the Dispute Avoidance Board is to provide independent and specialised expertise in technical and administration aspects of the Project Deed in order to assist the Other Parties in firstly attempting to avoid or prevent and, if unable to avoid or prevent, in determining Disputes under clause 20 of the Project Deed in a timely manner.
- 1.2 The Other Parties will furnish to the Dispute Avoidance Board Member all documents necessary for the Dispute Avoidance Board to perform its functions, including copies of all Project Deed documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Dispute Avoidance Board Member of matters in relation to the Project.
- 1.3 The Dispute Avoidance Board must function as an objective, impartial and independent body at all times.
- 1.4 The Member shall make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.
- 1.5 Communications between the Other Parties and the Dispute Avoidance Board for the purpose of attempting to avoid or prevent Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under clause 20 of the Project Deed.

2. Frequency of Regular Meetings and Construction Site Visits

- 2.1 The frequency and scheduling of meetings and site visits necessary to keep the Dispute Avoidance Board properly informed of the project circumstances will generally be agreed between the Dispute Avoidance Board and the Other Parties.
- 2.2 In the case of a failure to agree between the Dispute Avoidance Board and the Other Parties, the Dispute Avoidance Board will schedule the meetings and visits as it sees fit.
- 2.3 The frequency of meetings of the Dispute Avoidance Board should generally be two or three monthly and coincide with the same day as meetings (which the Member will attend) of the Management Review Group under the Project Deed, but the meeting schedule may be influenced by work progress, unusual events and the number and complexity of potential Disputes. In any event, meetings of the Dispute Avoidance Board may be convened separately to meetings of the Management Review Group.
- 2.4 The first Dispute Avoidance Board meeting should be held within one month of the date of this Agreement.

3. Agenda for Regular Meetings

- 3.1 The Member will develop an agenda for each regular meeting in accordance with the requirements of the Project Deed and this Agreement.
- 3.2 Dispute Avoidance Board meetings held for the purposes of briefing and updating the Member on performance and progress of the work under the Project Deed and issues or potential issues arising between the Other Parties shall be held on an in-confidence and “without prejudice” basis to encourage full and frank disclosure and discussions.
- 3.3 The provisions of clause 3.2 of this Appendix 1 as they relate to a “without prejudice basis” shall not apply to any inspection or conference convened in accordance with Appendix 2 - Rules for Dispute Avoidance Board Decisions in relation to a Dispute referred to the Dispute Avoidance Board for determination.

- 3.4 Prior to or at the conclusion of regular Dispute Avoidance Board meetings contemplated by clause 3, the Dispute Avoidance Board will generally inspect the Project Works, the Temporary Works and the Construction Site in the company of representatives of both of the Other Parties. Any areas of the Project Works, the Temporary Works or the Construction Site that are or may be the subject of any potential issue or Dispute will be pointed out by the Other Parties.

4. Minutes of Meetings

- 4.1 The Management Review Group, under clause 3.5(d) of the Project Deed, will agree and document procedures relating to meetings of the Management Review Group, and any minutes of Management Review Group meetings will be circulated to the Dispute Avoidance Board Member for information only.
- 4.2 In accordance with clause 3.2 above, the minutes of the Dispute Avoidance Board meetings, held other than in accordance with Appendix 2 - Rules for Dispute Avoidance Board Decisions, shall be marked "in-confidence, without prejudice". The minutes of Dispute Avoidance Board meetings will be prepared by the chairperson of the Dispute Avoidance Board and will be circulated to the attendees at the Dispute Avoidance Board meeting for comments, additions and corrections.
- 4.3 Minutes as may be amended will be adopted by the Dispute Avoidance Board Members at the next meeting.

5. Communications

- 5.1 Except when participating in the Dispute Avoidance Board's activities as contemplated by the Project Deed and this Agreement, the Other Parties shall not communicate with the Dispute Avoidance Board or the Member on matters dealing with the conduct of the work or resolution of problems.
- 5.2 There must be no communication between Dispute Avoidance Board Member and employees of the Other Parties during the life of the Dispute Avoidance Board without the Dispute Avoidance Board Member informing the Other Parties. The Other Parties must direct any matters needing attention between meetings of the Dispute Avoidance Board to the Member.
- 5.3 All communications to the Dispute Avoidance Board by the Other Parties outside the Dispute Avoidance Board meetings should be directed to the Member in writing and copied to the other party. All communications by the Member to the Other Parties should be addressed to RMS Representative and the Contractor's Representative.
- 5.4 Except as required under this Agreement or under the Project Deed, communication by email is an acceptable alternative to physical delivery or facsimile transmission.

6. Representation

Where required by the Dispute Avoidance Board, the Other Parties shall each ensure they are represented at Dispute Avoidance Board meetings by at least one senior project executive and at least one senior off-site executive to whom the on-site executive reports. The Other Parties shall inform the chairperson of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternates.

7. Advisory Opinions

Where requested by the Other Parties, the Dispute Avoidance Board may provide an advisory opinion on any issue referred to it by the Other Parties. Any such advisory opinion will not be a decision as that term is referred to in Appendix 2.

8. Other Attendees

Where requested by the Other Parties, and approved by the Member, or where requested by the Member, and approved by the Other Parties, other persons who may be involved in the Project (such as the design manager or independent verifier) may be invited to make special presentations to the Dispute Avoidance Board on matters or issues relevant to the Project.

APPENDIX 2

Rules for Dispute Avoidance Board Decisions

1. Written submissions

- 1.1 Within 7 days after the referral of a Dispute to the Dispute Avoidance Board under clause 20.4 of the Project Deed, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, Party A (i.e. the party who gave the Notice of Referral to DAB under clause 20.4 of the Project Deed) must, in addition to any particulars provided by Party A in the relevant Notice of Referral to DAB, give the other party and the Dispute Avoidance Board a written statement of the Dispute referred to the Dispute Avoidance Board, any agreed statement of facts, and a written submission (which may include witness statements) on the Dispute in support of Party A's contentions.
- 1.2 Within 14 days after the statement in clause 1.1 is served, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, the other party (Party B) must give Party A and the Dispute Avoidance Board a written response to Party A's submissions.
- 1.3 If the Dispute Avoidance Board considers it appropriate, Party A may reply in writing to Party B's response in clause 1.2 within the time allowed by the Dispute Avoidance Board.
- 1.4 If the Dispute Avoidance Board decides further information or documentation is required for the determination of the Dispute, the Dispute Avoidance Board may direct one or more of the Other Parties to provide such further submissions, information or documents as the Dispute Avoidance Board may require.
- 1.5 The Dispute Avoidance Board must disclose to both of the Other Parties all submissions, further submissions, information and documents received.
- 1.6 Any failure by a party to make a written submission will not terminate or discontinue the decision making process.

2. Conference

- 2.1 Either of the Other Parties may, in writing, request the Dispute Avoidance Board to call a conference of the parties. Any such request shall include a summary of the matters the party considers should be included in the conference.
- 2.2 If neither of the Other Parties requests the Dispute Avoidance Board to call a conference, the chairperson of the Dispute Avoidance Board may nevertheless call a conference if they think it appropriate.
- 2.3 Unless the Member and the Other Parties agree otherwise, the conference will be held at the Construction Site.
- 2.4 At least five days before the conference, the Dispute Avoidance Board must inform the Other Parties in writing of the date, venue and agenda for the conference.
- 2.5 The Other Parties must appear at the conference and may make submissions on the subject matter of the conference. If a party fails to appear at a conference of which that party had been notified under clause 2.4, the Dispute Avoidance Board and the other party may nevertheless proceed with the conference and the absence of that party will not terminate or discontinue the decision making process.
- 2.6 The Other Parties:
 - (a) may be accompanied at a conference by legal or other advisers; and
 - (b) will be bound by any procedural directions as may be given by the Dispute Avoidance Board in relation to the conference both before and during the course of the conference.
- 2.7 The conference must be held in private.
- 2.8 If agreed between the parties, transcripts of the conference proceedings may be taken

and made available to the Dispute Avoidance Board and the Other Parties.

3. The decision

- 3.1 As soon as possible after receipt of the submissions referred to in Rule 1 or after any conference referred to in Rule 2 and, in any event not later than 21 days after the later of close of submissions or conclusion of any conference in relation to a Dispute referred to the Dispute Avoidance Board under clause 20.4 of the Project Deed (or such other period as the parties may agree), the Dispute Avoidance Board must:
- (a) decide the Dispute between the Other Parties; and
 - (b) notify the Other Parties of that decision.
- 3.2 The decision of the Dispute Avoidance Board must:
- (a) be in writing stating the Dispute Avoidance Board's decision and giving reasons;
 - (b) be made on the basis of the submissions (if any) of the Other Parties, the conference (if any), and the Dispute Avoidance Board's own expertise; and
 - (c) meet the requirements of the Project Deed.
- 3.3 If the Dispute Avoidance Board's decision contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a material mistake in the description of any person, matter or thing, or a defect in form, the Dispute Avoidance Board must correct the decision.

4. Modification

These rules may be modified only by agreement in writing of RMS and the Contractor.

APPENDIX 3
Schedule of Fees and Disbursements

The Fees are to be:

- (a) the fixed component of the fees as a monthly retainer (which must include activities allowed for in the fixed component as set out for Item 1 in the following table)
- (b) a fixed daily fee for attendance at Dispute Avoidance Board meetings (as set out for Item 2 in the following table) ; and
- (c) based on an hourly rate for all other services as set out for Item 3 in the following table, or
- (d) such other basis for payment as may be agreed.

The Fees in (a) and (b) and the rates in (c) are to include all disbursements and expenses, excluding:

- (e) travel and accommodation outside of Sydney; and
- (f) any third party costs contemplated under clause 6(b)(i)(B) of this Agreement, including any booking fee, room hire and transcript costs,

which are to be paid at cost, as set out for Item 5 in the following table.]

No.	Work Description/Scope	Fee Arrangement DAB Member Graham Easton (excl GST)
1.	Monthly retainer (including initial review of contract documentation, routine review of Project minutes and reports, preparation for DAB meetings)	██████
2.	Daily fee for routine DAB meetings (nominal frequency of 2 or 3 monthly intervals, including travel time). This fee is in addition to the Monthly retainer	██████
3.	Hourly fee (For advisory opinions, determinations relating to actual disputes and other activities not covered by the Monthly retainer and Daily fee)	██████
4.	Escalation provision (Annual adjustment from the anniversary of date of DAB Agreement)	██████
5.	Expenses (Reimbursed at cost, supported by receipts. Mode or standard of travel may be agreed separately.)	██████

Schedule 39

Criteria for Members of Dispute Avoidance Board

(clauses 2.9, 2.10 and 20.5(j))

1. Criteria

The Dispute Avoidance Board Member must meet the following criteria:

- (a) Experience
Must be experienced in:
 - (i) the type of construction required for the Contractor's Work, interpretation of project documents and resolution of construction issues or disputes; and
 - (ii) Dispute Avoidance Boards or Dispute Resolution Boards.
- (b) Neutrality
 - (i) The Member must be neutral, act impartially and be free of any conflict of interest.
 - (ii) For the purposes of this clause 1, the term "Member" also refers to the Member's current primary or full time employer, and "involved" means having a contractual relationship with either party to the Project Deed, or any other entity, such as a subcontractor, design professional or consultant having a role in the project.
- (c) Prohibitions and disqualifying relationships for a prospective Member
A Member must not have:
 - (i) an ownership interest in any entity involved in the project, or a financial interest in the project except for payment for services on the Dispute Avoidance Board;
 - (ii) previous employment by, or financial ties to, any party involved in the project within a period of 2 years prior to award of the Project Deed, except for fee-based consulting services on other projects;
 - (iii) a close professional or personal relationship with any key member of any entity involved in the project which, in the reasonable opinion of either party, could suggest partiality; or
 - (iv) prior involvement in the project of a nature which could compromise that member's ability to participate impartially in the Dispute Avoidance Board's activities.
- (d) Prohibitions and disqualifying relationships for a Member
The following matters may be construed as a conflict of interest in respect of a Member:
 - (i) an ownership interest in any entity involved in the project, or a financial interest in the project except for payment for services on the Dispute Avoidance Board; or
 - (ii) the Member entering into discussions concerning, or making an agreement with, an entity involved in the project regarding employment after the project is completed.

2 Disclosure Statement

A disclosure statement for each prospective Member must be submitted to RMS and the

Contractor (including for a person nominated by the remaining two Members under clause 2.10(a)(i) of the Project Deed). Each disclosure statement must include:

- (a) a resume of relevant experience;
- (b) a declaration describing all past, present, anticipated and planned future relationships, including indirect relationships through the prospective Member's primary or full time employer, to the project and with all entities involved in the project, including subcontractors, designers and consultants;
- (c) disclosure of a close professional or personal relationship with any key members of any entity involved in the project; and
- (d) disclosure of any other matter relevant to the criteria identified in clause 1(c) above.

Schedule 40

Start-up workshops: Program

(clause 3.1(e))

Opening

The first speaker's tasks should be to focus the participants on goals and on issues such as teamwork, co-operation, achieving a successful project, and the major foreseeable challenges.

Discussions on co-operation

The parties aim to promote a culture of co-operation which participants in the workshop should understand and be committed to.

The workshop participants may break into small groups to discuss sections of the contract dealing with co-operation, and how they apply to the Contractor's Work.

Communication framework and directory

The workshop participants should reach consensus on a framework to allow participants to co-operate on all aspects of the project. Communication arrangements should be recorded and names and contact information exchanged.

Concerns and problems

The participants should identify concerns or possible future problems and jointly prepare an action plan for their resolution.

Opportunities for innovation

The parties aim to encourage innovation. Opportunities may be lost if they are recognised too late. Participants may identify, discuss opportunities and plan for pursuing innovation and present them to the workshop. These ideas may then be developed if feasible and appropriate.

Evaluation and monitoring process

This process is explained so that participants understand their roles at the regular monitoring meetings. The evaluation and monitoring forms are discussed, and altered if necessary to suit particular needs of the project and the contract. The participants decide when the regular monitoring meetings will occur, and who will attend.

Conclusion

Before the workshop concludes, all participants should have an opportunity to comment and provide feedback for possible improvements to future workshops and monitoring meetings.

Schedule 41

Approvals

(clauses 5.1(b)(i) and 5.1(b)(ii))

Existing Approvals

- a) Aboriginal Heritage Impact Permit AHIP No: C0002113 issued by the Senior Team Leader Planning (Greater Sydney Region), pursuant to section 90 of the *National Parks and Wildlife Act 1974* (NSW), dated 5 September 2016; (M4 Managed Motorways AHIP)

Future Approvals to be obtained by RMS

REF Determination

Schedule 42

Road Occupancy Licence Application Form

(clause 5.14(a)(i))

Part 1

Where Transport Management Centre (TMC) is the Road Occupancy Authority: refer to TMC's online process for ROL applications 'OPLINC', by registering at <https://myrta.com/oplinc2>

Part 2

Where RMS regional office is the Road Occupancy Authority: use the following form:

ROAD OCCUPANCY LICENCE APPLICATION FORM

1. Work Location Details		
Start location	Reference point	
	Direction	
	Distance	
	Roadloc (if known)	
End location	Reference point	
	Direction	
	Distance	
	Roadloc (if known)	
General Locality		
Length of Work		
Project Name		
Description of Work		
2. General Reference		
Map Reference		
Council and LGA No.		
Traffic Control Plan No.		
Traffic Management Plan No.		
3. The Applicant		
Organisation		
Postal Address		
Contact Name		
Contact Numbers	Phone:	Fax:
E-mail Address		
Period of Operation	From:	To:
Time of Operation	From:	To:
Site Contact Person		
Phone No		
4. The Project		

Type of Closure	
Type of Work	
Traffic Control to be Implemented	
Estimated Cost	
Description of Work Area	
Dimensions of Work Area	
Speed Limit	Existing: Proposed:
Unsealed Surfaces	

Part 3

Where the Road Occupancy Authority is an Authority other than TMC or RMS regional office: refer to the relevant Authority's requirements

Schedule 43

RMS Geotechnical Data

(clauses 10.2, 15.3 and 23.2 (definition of "RMS Geotechnical Data"))

Categories constituting raw factual data are laboratory tests results and the data identified in the table below:

Raw factual data**Boreholes**

Date of Drilling (start and end)
 Location (Easting/Northing)
 Elevation (RL)
 Depth (total)
 Diameter
 Pocket Penetrometer Tests (*depth and reading*)
 SPT (*depth and reading*)
 Vane Shear Tests (*depth and reading*)
 Point Load Testing
 Sample depths
 Core Photographs

Backhoe Test Pits

Date of Excavation
 Location (Easting/Northing)
 Elevation (RL)
 Depth (total)
 DCP (*blow count and depth*)
 Pocket Penetrometer Tests (*depth and reading*)
 Sample depths
 Test Pit Photos

Window Sampling

Date of Sampling
 Location (Easting/Northing)
 Elevation (RL)
 Depth (total)
 DCP (*blow count & depth*)
 Pocket Penetrometer Tests (*depth & reading*)
 Sample depths
 Sample Photos

Hand Augers

Date of Excavation
 Location (Easting/Northing)
 Elevation (RL)
 Depth (total)
 Auger Diameter
 DCP (*blow count and depth*)
 Sample depths

Raw factual data

Test Pit Photos

Excavator Test Pits

Date of Excavation

Location (Easting/Northing)

Elevation (RL)

Depth (total)

Pocket Penetrometer Tests (*depth and reading*)Hand Vane Shear Tests (*depth and reading*)

Sample depths

Test Pit Photos

Seismic

Date

Location (Easting/Northing)

Elevation (RL)

Geophone Spacing

Shot Spacing

Total Line Length

Raw data

RAAX Imaging

Date

BH Number

Location (Easting/Northing)

Elevation (RL)

Images

CPT's

Date

Location (Easting/Northing)

Elevation (RL)

Depth

Results (qc, fs, Rf, u2)

Pavement Test Pits

Date of Excavation

Location (Easting/Northing)

Depth (total)

Auger Diameter

DCP (*blow count and depth*)

Sample depths

Test Pit Photos

Deflectograph

Date of Deflectograph Measurements

Roadloc Chainages

Length Analysed

Results

Schedule 43A

RMS Flood Data

(clauses 10.2, 15.3 and 23.2 (definition of "RMS Flood Data"))

Categories constituting raw factual data are laboratory tests results and the data identified in the table below:

Raw factual data
Hydrologic model
Hydraulic model

Schedule 44

Project Deed Amendments due to Pre-Agreed Variations

(clauses 15.4(e)(i), 15.5(c), 15.8(b), 15.8(d), 15.8(e) and 23.2 (definition of "Pre-Agreed Variation"))

Section 1 – Relevant date	Section 2 – Relevant amendments
<p>The amendments in Section 2 will be given effect to if RMS directs the Pre-Agreed Variation by giving written notice to the Contractor on or before the later of:</p> <ul style="list-style-type: none">(a) the Staged Commencement Date; and(b) 3 March 2017.	<p>The relevant amendments are set out on the next 3 pages.</p>

The following additional definitions are used in the Pre-Agreed Variation:

Date of M4 Works Milestone Completion means:

- (a) the date notified by RMS Representative in accordance with clause 17.10B(j)(ii) as the date on which M4 Works Milestone Completion was achieved; or
- (b) where another date is determined in any decision of the Dispute Avoidance Board, arbitration or litigation proceedings as the date on which M4 Works Milestone Completion was achieved, that date.

M4 Speed Reduction means the temporary reduction in the speed limit to less than 110 kilometres per hour on the M4 in the vicinity of the new M4 Motorway interchange bridge for the purposes of performing the M4 Works.

M4 Speed Reduction Date has the meaning given in clause 17.10B(d).

M4 Speed Reduction Period means the period in calendar days from the M4 Speed Reduction Date until the Date of M4 Works Milestone Completion.

M4 Works means the parts of the Project Works and Temporary Works which require the M4 Speed Reduction for their construction, including construction of the piers and abutments for the new M4 Motorway interchange bridge, construction or modification of M4 access ramps and widening of the existing shoulders.

M4 Works Fixed Amount means the amount of [REDACTED] (excluding GST).

M4 Works Variable Amount means the amount calculated in accordance with clause 17.10B(f)(ii).

M4 Works Milestone Completion means the stage when the M4 Works are complete to the point where the M4 Speed Reduction is removed and the speed limit on the M4 Motorway in the vicinity of the new M4 Motorway interchange bridge is permanently restored to 110 kilometres per hour, 24 hours a day 7 days a week in accordance with all relevant requirements, excluding speed limit reductions implemented for the purpose of the Contractor performing maintenance obligations under this deed (including Landscaping Maintenance), rectification of Defects during the Defects Correction Period in accordance with clause 16.3, or in the case of emergencies.

M4 Works Milestone Date means the date of the M4 Speed Reduction Date plus the Target M4 Speed Reduction Period.

PAV Amount means the sum of the M4 Works Fixed Amount and the M4 Works Variable Amount.

Target M4 Speed Reduction Period means 480 calendar days, subject to any adjustment in accordance with clause 17.10B(h).

The following new clause 17.10B applies

17.10B M4 Works Milestone Completion

- (a) The Contractor:
 - (i) acknowledges that minimising the M4 Speed Reduction Period will greatly assist RMS in implementing the policy outlined in clause 17.9(a) and will generally improve travel times, reduce freight costs and improve the experience of users of the M4 whilst reducing accidents and accident costs; and
 - (ii) agrees that it will use all best endeavours to minimise the M4 Speed Reduction Period, including by seeking and obtaining all necessary Approvals in connection with the M4 Speed Reduction Period and undertaking all work required for the implementation and removal of the M4 Speed Reduction.

- (b) The parties acknowledge that, in accordance with clause 5.14 and without limiting clause 5.1, the Contractor is responsible for lodging any applications to the Road Occupancy Authority in respect of any temporary reductions in the speed limit on the M4 and any such temporary reductions in the speed limit on the M4 are subject to approval by the Road Occupancy Authority.
- (c) The Contractor must notify RMS Representative in writing of:
- (i) the date that the Contractor anticipates will be the M4 Speed Reduction Date, not less than 5 Business Days before that date; and
 - (ii) any change to the anticipated M4 Speed Reduction Date that the Contractor has notified under clause 17B(c)(i), as soon as possible.
- (d) As soon as reasonably practicable following commencement of the M4 Speed Reduction, RMS Representative will decide the date on which the M4 Speed Reduction was first put into effect (**M4 Speed Reduction Date**) and notify the Contractor of that date.
- (e) In addition to the Project Contract Sum, the Contractor may be entitled to be paid the PAV Amount in accordance with this clause 17.10B up to an amount no more, in aggregate, than [REDACTED] (excluding GST).
- (f) The PAV Amount will be calculated and payable, subject to clause 18, in accordance with the following:
- (i) the M4 Works Fixed Amount will be payable in 16 equal monthly instalments, which the Contractor will be entitled to claim progressively in accordance clause 18.2 commencing from the Contractor's next progress claim after the M4 Speed Reduction Date; and
 - (ii) the M4 Works Variable Amount (if any) will be payable as a single payment following the Date of M4 Works Milestone Completion, calculated as the amount 'B' in the formula below:

$$B = [REDACTED] \text{ (excluding GST)} + C - D$$

and 'C' and 'D' are calculated after the Date of M4 Works Milestone Completion as follows:

Where the M4 Speed Reduction Period is shorter than or equal to the Target M4 Speed Reduction Period:

C = the difference in working days between the M4 Speed Reduction Period and the Target M4 Speed Reduction Period, multiplied by [REDACTED] per working day (excluding GST), up to a maximum of [REDACTED] (excluding GST); and

D = zero.

Where the M4 Speed Reduction continues to be in place after the M4 Works Milestone Date:

C = zero; and

D = the sum of E and F, up to a maximum of [REDACTED] 0 (excluding GST), where:

E = the number of working days in the period from the M4 Works Milestone Date to the Date of M4 Works Milestone Completion, up to a maximum of 40 working days, multiplied by [REDACTED] per working day (excluding GST); and

F = where the number of working days in the period from the M4 Works Milestone Date to the Date of M4 Works Milestone Completion is more than 40 working days, the number of working days from and including the forty first working day after the M4 Works Milestone Date until the Date of M4 Works Milestone Completion, multiplied by [REDACTED] per working day (excluding GST).

- (g) From the Early Works Date or, if none, from the date of this deed, within 5 days of the end of every month until the Date of M4 Works Milestone Completion, the Contractor must provide RMS Representative with a report which provides a written statement detailing the Contractor's plans and measures in relation to minimising the M4 Speed Reduction Period and its progress in reducing the M4 Speed Reduction Period, which details shall include:
 - (i) measures that the Contractor is undertaking and has undertaken to the date of the report to reduce the M4 Speed Reduction Period;
 - (ii) measures that the Contractor plans to implement, or is considering implementing, to reduce the M4 Speed Reduction Period, including innovative ideas and methodologies; and
 - (iii) the Contractor's forecast of the final M4 Speed Reduction Period in comparison to the Target M4 Speed Reduction Period.
- (h) For each day during the M4 Speed Reduction Period in respect of which the Contractor is granted an extension of time under clause 17.5 to the Date for Construction Completion, the Target M4 Speed Reduction Period will be increased by an equivalent amount.
- (i) The Contractor must notify RMS Representative in writing of:
 - (i) the date on which the Contractor anticipates it will achieve M4 Works Milestone Completion, not less than 5 Business Days before that date; and
 - (ii) the date on which the Contractor considers it has achieved M4 Works Milestone Completion, including a copy of all relevant Approvals.
- (j) Promptly after receiving the Contractor's notice under clause 17.10B(i)(ii), RMS Representative will decide and issue a notice to the Contractor stating:
 - (i) whether M4 Works Milestone Completion has been achieved; and
 - (ii) if so, the date on which the Contractor achieved M4 Works Milestone Completion.

Schedule 45

Information Documents

(clauses 10.2 and 23.2 (definition of "Information Documents"))

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 000	INFO DOC - 000 Expression of Interest Appendix B - Information Documents Register.pdf	EOI	Expression of Interest - Appendix B (Information Documents)	Monday, 16 November 2015
INFO DOC - 001	INFO DOC - 001 Western Sydney Technical Briefing Presentation.pdf	Industry Briefing	Western Sydney Technical Briefing Presentation - 5 November 2015	Monday, 16 November 2015
INFO DOC - 002	INFO DOC - 002 The Northern Road Upgrade - Stages 3 and 4 - SSI Application Report.pdf	Environment al/Sustainabi lity	Roads & Maritime Services- Western Sydney Infrastructure Plan - The Northern Road Upgrade - Jamison Road, Penrith to Mersey Road, Bringelly (Stages 3 and 4) - State Significant Infrastructure - Application report - June 2015	Monday, 16 November 2015
INFO DOC - 003	INFO DOC - 003 SEARs - 28 July 2015.pdf	Environment al/Sustainabi lity	Secretary's Environmental Assessment Requirements - 28 July 2015 - The Northern Road Upgrade Stages 3 and 4	Monday, 16 November 2015
INFO DOC - 004	INFO DOC - 004 The Northern Road Stage 3 Community Update 1507.pdf	Community	The Northern Road Upgrade Stage 3 Littlefields Road, Luddenham to Jamison Road, Penrith - Community Update - July 2015	Monday, 16 November 2015

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 005	INFO DOC - 005 Local Roads Community Update July 2014.pdf	Community	Western Sydney Infrastructure Plan Local Roads Package - Community Update - July 2014	Monday, 16 November 2015
INFO DOC - 006	INFO DOC - 006 Western Sydney Airport Community Update Winter 2015.pdf	Community	Western Sydney Airport - Community Update - Autumn 2015	Monday, 16 November 2015
INFO DOC - 007	INFO DOC - 007 Western Sydney Infrastructure Plan Brochure.pdf	Community	Western Sydney Infrastructure Plan Delivering for growth, easing congestion and connecting communities - Community Update - July 2015	Monday, 16 November 2015
INFO DOC - 008	INFO DOC - 008 Western Sydney Infrastructure Plan Map.pdf	Community	Western Sydney - Airport Site and Infrastructure	Monday, 16 November 2015
INFO DOC - 009	INFO DOC - 009 WSIP Report Card 2015 Jan-Mar.pdf	Community	Western Sydney Infrastructure Plan Report Card January to March 2015	Monday, 16 November 2015
INFO DOC - 010	INFO DOC - 010 WSIP Report Card 2014-15.pdf	Community	Western Sydney Infrastructure Plan 2014/15 Report Card	Monday, 16 November 2015
INFO DOC - 011	INFO DOC - 011 WSIP Community Consultation Report 2015 Oct.pdf	Community	Western Sydney Infrastructure Plan Community Consultation Report October 2015	Monday, 16 November 2015
INFO DOC - 012	INFO DOC - 012 Community Participation and Communications Manual (Mar 2010).pdf	Community	Community Participation and Communications A resource manual for staff March 2010	Monday, 16 November 2015
INFO DOC - 013	INFO DOC - 013 Northern Road Corridor Strategy (RTA 2009).pdf	Community	The Northern Road upgrade, Narellan to Bringelly Review of Environmental Factors Section 2	Monday, 16 November 2015

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 014	INFO DOC - 014 20151111 TNR3N - EOI Appendix A (Returnable Schedules).doc	EOI	Expression of Interest – Appendix A Returnable Schedules Design and Construction of The Northern Road Upgrade - Stage 3 North Project - Native File	Monday, 16 November 2015
INFO DOC - 015	INFO DOC - 015 WSIP Video Overview mp4	Community	Western Sydney Infrastructure Plan Video Overview	Monday, 16 November 2015
INFO DOC - 016	INFO DOC - 016 WSIP TNR3 Full Length Video mp4	Community	The Northern Road Upgrade - Stage 3 Full Length Video	Monday, 16 November 2015
INFO DOC - 017	INFO DOC - 017 WSIP TNR3 Overview Video mp4	Community	The Northern Road Upgrade - Stage 3 Overview Video	Monday, 16 November 2015
INFO DOC - 018	INFO DOC - 018 WSIP - TNR3N EOI - Financial Assessment Questionnaire.doc	EOI	WSIP - TNR3N EOI - Financial Assessment Questionnaire - Native File	Tuesday, 1 December 2015
INFO DOC - 019	INFO DOC - 019 WSIP - TNR3N EOI - Financial Assessment Spreadsheet.xlsx	EOI	WSIP - TNR3N EOI - Financial Assessment Spreadsheet - Native File	Tuesday, 1 December 2015
INFO DOC - 020	INFO DOC - 020 WSIP - TNR3N - EOI Main Body.doc	EOI	Invitation to submit an Expression of Interest for Design and Construction of Western Sydney Infrastructure Plan – The Northern Road Upgrade - Stage 3 North Project - Native File - Tracked Changes Addendum No. 1	Tuesday, 1 December 2015
INFO DOC - 021	INFO DOC - 021 TNR3N - EOI Appendix A (Returnable Schedules).doc	EOI	Expression of Interest – Appendix A Returnable Schedules Design and Construction of The Northern	Tuesday, 1 December 2015

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Road Upgrade - Stage 3 North Project - Native File - Tracked Changes Addendum No. 1	
INFO DOC - 022	INFO DOC - 022 Expression of Interest Appendix B - Information Documents Register.pdf	EOI	Expression of Interest - Appendix B (Information Documents)	Tuesday, 1 December 2015
INFO DOC - 023	INFO DOC - 023 WSIP - TNR3N - EOI Main Body.doc	EOI	Invitation to submit an Expression of Interest for Design and Construction of Western Sydney Infrastructure Plan – The Northern Road Upgrade - Stage 3 North Project - Native File - Tracked Changes Addendum No. 2	Friday, 4 December 2015
INFO DOC - 024	INFO DOC - 024 Expression of Interest Appendix B - Information Documents Register.pdf	EOI	Expression of Interest - Appendix B (Information Documents)	Friday, 4 December 2015
INFO DOC - 025	INFO DOC 025 TNR3N Indicative Concept Design DS2015_003035_160119.pdf	Concept & Design	Penrith City Council Area - MR154 The Northern Road - Upgrade of the Northern Road from Glenmore Parkway to Jamison Road, Penrith - Stage 3 North (TNR3N) - Concept Design Reference Drawings - Road Design	Thursday, 4 February 2016
INFO DOC - 026	INFO DOC 026 TNR3N Indicative Concept Design DS2015_003035__160119.txt	Concept & Design	Penrith City Council Area - MR154 The Northern Road - Upgrade of the Northern Road from Glenmore Parkway to Jamison Road,	Thursday, 4 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Penrith - Stage 3 North (TNR3N) - Concept Design Reference Drawings - Road Design - Native File (MX Model)	
INFO DOC - 027	INFO DOC 027 TNR3N Survey Model_160119.txt	Survey	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Survey Model - Native File (MX Model)	Thursday, 4 February 2016
INFO DOC - 028	INFO DOC 028 DRAFT Mandatory Functional Requirements.pdf	Guidance Documents	The Northern Road Upgrade - Stage 3 North - Request for Tender - Attachment B.1 – Mandatory Functional Requirements - Penrith, New South Wales	Thursday, 4 February 2016
INFO DOC - 029	INFO DOC 029 Geotechnical Investigation Locations.pdf	Geotechnical	Western Sydney Infrastructure Plan - The Northern Road Stage 3 - North - Glenmore Parkway, Glenmore Park to Jamison Road, Penrith - Geotech Borehole Location	Thursday, 4 February 2016
INFO DOC - 030	INFO DOC 030 Scope of Geotechnical Investigation.pdf	Geotechnical	Road & Maritime Services – Western Sydney Infrastructure Plan – The Northern Road Upgrade - Stage 3 North – Scope of Geotechnical Investigation	Thursday, 4 February 2016
INFO DOC - 031	INFO DOC 031 Request for Tender - Schedule A to Deed of Disclaimer - Information Documents Register.pdf	General	Schedule A to the Deed of Disclaimer - Request for Tender	Thursday, 4 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 032	INFO DOC 032 WSIP - TNR3N - Pre-Tender Briefing Presentation.pdf	Briefing	The Northern Road Upgrade - Stage 3 North - Pre-Tender Briefing - 11 February 2016	Friday, 12 February 2016
INFO DOC - 033	INFO DOC 033 WSP - TNR3N - Further Geotechnical Testing Request.docx	Geotechnical	Pre-Tender Conditions Further Geotechnical Testing Request - Design and Construction of Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project	Friday, 12 February 2016
INFO DOC - 034	INFO DOC 034 - 20160128 Electrical Utilities Plans TNR3N.pdf	Concept & Design	Penrith City Council - Jamieson to Mersey Road - The Northern Road Upgrade - Stage 3 North - Utilities Plan - Electrical	Wednesday, 17 February 2016
INFO DOC - 035	INFO DOC 035 - 20160128 Gas Utilities Plans TNR3N.pdf	Concept & Design	Penrith City Council - Jamieson to Mersey Road - The Northern Road Upgrade - Stage 3 North - Utilities Plan - Gas	Wednesday, 17 February 2016
INFO DOC - 036	INFO DOC 036 - 20160128 Telecommunications Utilities Plans TNR3N.pdf	Concept & Design	Penrith City Council - Jamieson to Mersey Road - The Northern Road Upgrade - Stage 3 North - Utilities Plan - Telecommunications	Wednesday, 17 February 2016
INFO DOC - 037	INFO DOC 037 - 20160128 Water and Sewer Utilities Plans TNR3N.pdf	Concept & Design	Penrith City Council - Jamieson to Mersey Road - The Northern Road Upgrade - Stage 3 North - Utilities Plan -	Wednesday, 17 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Sewer and Water	
INFO DOC - 038	INFO DOC - 038 - Preliminary Utility Sketch TNR3N.pdf	Concept & Design	Plan preliminary utility sketch of The Northern Road Upgrade - Stage 3 North Project	Wednesday, 17 February 2016
INFO DOC - 039	INFO DOC 039 - Bridge No.377 Inspection Report_March 2015.pdf	General	Bridge Inspection Report - Level 2 - Bridge No. 377 - Description Bridge on Northern Road	Wednesday, 17 February 2016
INFO DOC - 040	INFO DOC 040 - Bridge No. 377 Inspection Photos_March 2015.pdf	General	Bridge Inspection Photos - Bridge No. 377 - Bridge on Northern Road over M4 at Penrith	Wednesday, 17 February 2016
INFO DOC - 041	INFO DOC 041 - Bridge No. 377 Inspection Locations.pdf	General	Department of Main Roads NSW, Western Expressway, City of Penrith - Bringelly Road Overbridge - Plan and Elevation - Inspection Locations Marked Up	Wednesday, 17 February 2016
INFO DOC - 042	INFO DOC 042 - Bridge No. 377 Work as Executed Drawings (M4 Bridge).pdf	General	Department of Main Roads NSW, Western Expressway, City of Penrith - Bringelly Road Overbridge - Work as Executed Drawings	Wednesday, 17 February 2016
INFO DOC - 043	INFO DOC 043 - Glenmore Parkway Work as Executed & Glenmore Parkway Culvert Crossing.pdf	General	Glenmore Park Development - City of Penrith - Extension of Glenmore Parkway - Work as Executed Drawings	Wednesday, 17 February 2016
INFO DOC - 044	INFO DOC 044 - Glenmore Parkway Aerial Photo.pdf	General	Glenmore Parkway Aerial Photograph - Photomaps by nearmap -	Wednesday, 17 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			08/10/2015	
INFO DOC - 045	INFO DOC 045 Archaeological Sites Within TNR3N Study Area_20151123.zip	Environment al/Sustainabi lity	Archaeological Sites Within TNR3N Study Area - Native Files	Wednesday, 17 February 2016
INFO DOC - 046	INFO DOC 046 - M4 Smart Motorway Biodiversity Assessment.pdf	ITS Managed Motorways	M4 Smart Motorways Biodiversity Assessment - October 2015	Wednesday, 17 February 2016
INFO DOC - 047	INFO DOC 047 - M4 Smart Motorway Submission Report.pdf	ITS Managed Motorways	M4 Smart Motorway Submissions Report - October 2015	Wednesday, 17 February 2016
INFO DOC - 048	INFO DOC 048 - M4 Smart Motorway REF Report Volumes 1-6.zip	ITS Managed Motorways	M4 Smart Motorway REF Report Volumes 1-6	Wednesday, 17 February 2016
INFO DOC - 049	INFO DOC 049 - The Northern Road Stage 3 North - Draft Testpits Logs.pdf	Geotechnical	Northern Road Upgrade - Excavation Geological Log - Draft Test Pits - File/Job No. G4983	Thursday, 18 February 2016
INFO DOC - 050	INFO DOC 050 - The Northern Road Stage 3 North - Draft Pavement Cores.pdf	Geotechnical	Northern Road Upgrade - Non- Core Drill Hole - Geological Log - Draft Pavement Cores - File/Job No. G4983	Thursday, 18 February 2016
INFO DOC - 051	INFO DOC 051 - The Northern Road Stage 3 North - Draft Borehole Logs.pdf	Geotechnical	Northern Road Upgrade - Non- Core Drill Hole - Draft Bore Hole - File/Job No. G4983	Thursday, 18 February 2016
INFO DOC - 052	INFO DOC 052 TNR3N Indicative Concept Design_160218_DWG.zi p	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Concept Design Reference Drawings - Road Design - Native File (DWG model)	Thursday, 18 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 053	INFO DOC 053 - Genio Triangular Survey (LIDAR)_160210.txt	Survey	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Genio Triangular Survey - Native File	Thursday, 18 February 2016
INFO DOC - 054	INFO DOC 054 - Indicative Concept Design Drainage Model - 12D.zip	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Indicative Concept Design Drainage Model - 12D - Native Files	Wednesday, 24 February 2016
INFO DOC - 055	INFO DOC 055 - Indicative Concept Design Drainage Model - DRAINS.zip	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Indicative Concept Design Drainage Model - DRAINS - Native Files	Wednesday, 24 February 2016
INFO DOC - 056	INFO DOC 056 - WSIP - TNR3N Flooding Model - DRAINS.zip	Environmental/Sustainability	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Flooding Model - DRAINS - Native Files	Wednesday, 24 February 2016
INFO DOC - 057	INFO DOC 057 - WSIP - TNR3N Flooding Model - HEC-RAS.zip	Environmental/Sustainability	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Flooding Model - HEC-RAS - Native Files	Wednesday, 24 February 2016
INFO DOC - 058	INFO DOC 058 - WSIP - TNR3N Utilities 12D Output_15.12.18.12da	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Utilities Model -	Wednesday, 24 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			12D - Native Files	
INFO DOC - 059	INFO DOCS 059 - Indicative Concept Design CAD Xrefs Drainage and Utilities.zip	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - CAD Xrefs Drainage and Utilities - Native Files	Friday, 26 February 2016
INFO DOC - 060	INFO DOC 060 - Indicative Concept Design Culvert Profiles.zip	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - CAD Culvert Profiles - Native Files	Friday, 26 February 2016
INFO DOC - 061	INFO DOC 061 - Indicative Concept Design Pavement Drainage Profiles.zip	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - CAD Pavement Drainage Profiles - Native Files	Friday, 26 February 2016
INFO DOC - 062	INFO DOC 062 - Indicative Concept Design Drainage Drawings_151218.pdf	Concept & Design	Penrith City Council - Jamison Road to Mersey Road - The Northern Road Upgrade - Stage 3 North - Drainage - Typical Channels and Drainage Details	Friday, 26 February 2016
INFO DOC - 063	INFO DOC 063 - Proposed Road Upgrade Glenmore Parkway, Glenmore Park.pdf	General	Penrith City Council - Proposed Road Upgrade - Glenmore Park, Glenmore Park	Friday, 26 February 2016
INFO DOC - 064	INFO DOC 064 - TNR3N Intersection Traffic Counts & Flow Diagrams.zip	Traffic	Western Sydney Infrastructure Plan - The Northern Road Upgrade Stage 3 North Project - Intersection	Friday, 26 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Traffic Counts & Flow Diagrams - Native Files	
INFO DOC - 065	INFO DOC 065 - TNR3N SMART Motorways Concept Design & Typical.pdf	Concept & Design	Roads and Maritime Services - Various Council Areas - M4 Western Motorway - SMART Motorway Concept Design - From Mays Hill to Lapstone - Signposting and Delineation	Friday, 26 February 2016
INFO DOC - 066	INFO DOC 066 - WSIP - TNR3N - Indicative Concept Design Reference Report.pdf	Concept & Design	Jacobs - The Northern Road Upgrade Jamison Road, Penrith to Mersey Road, Bringelly (Stage 3 and Stage 4) - RMS - The Northern Road Upgrade Stage 3 North Reference Design Report - IA086100-RP-RD-0060/01 - 18 December 2015 - Contract No. 14.2166.0494-0007	Friday, 26 February 2016
INFO DOC - 067	INFO DOC 067 - Bridge over M4 draft options drawings_20151217.pdf	Concept & Design	MR154 The Northern Road - Penrith Council Area - Bridge over M4 at Orchard Hills widening and reconstruction - Concept Sketches	Friday, 26 February 2016
INFO DOC - 068	INFO DOC 068 - RMS Procedure for Aboriginal Cultural 2011.pdf	General	Roads and Maritime Services procedure for Aboriginal cultural heritage consultation and investigation - November 2011	Friday, 26 February 2016
INFO DOC - 069	INFO DOC 069 - Survey Mark Preservation Flyer.pdf	General	NSW Government - Land and Property	Friday, 26 February 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Information - Survey Marks - all about protecting them	
INFO DOC - 070	INFO DOC 070 - Environmental Safeguards Database.pdf	Environmental/Sustainability	Environmental Safeguards Database	Friday, 26 February 2016
INFO DOC - 071	INFO DOC 071 - Cadastral Overlay.dwg	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Upgrade Stage 3 North Project - Cadastral Overlay - Native Files	Friday, 4 March 2016
INFO DOC - 072	INFO DOC 072 - Penrith Development Control Plan 2014 Volume 1.pdf	General	Penrith City Council - Penrith Development Control Plan 2014 - Volume 1	Friday, 4 March 2016
INFO DOC - 073	INFO DOC 073 - Penrith Development Control Plan 2014 Volume 2.pdf	General	Penrith City Council - Penrith Development Control Plan 2014 - Volume 2	Friday, 4 March 2016
INFO DOC - 074	INFO DOC 074 - Penrith City Council Standard Drawings.pdf	General	Penrith City Council - Standard Drawings	Friday, 4 March 2016
INFO DOC - 075	INFO DOC 075 - Penrith City Council Public Domain Lighting Policy.pdf	General	Penrith City Council - Public Domain Lighting Policy	Friday, 4 March 2016
INFO DOC - 076	INFO DOC 076 - Penrith City Council Engineering Construction Specification for Civil Works.pdf	General	Penrith City Council Engineering Construction Specification for Civil Works	Friday, 4 March 2016
INFO DOC - 077	INFO DOC 077 - Penrith City Council Vehicle Crossover Specifications and Guidelines 2015-16.pdf	General	Penrith City Council Vehicle Crossover Applicant Checklist	Friday, 4 March 2016
INFO DOC - 078	INFO DOC 078 - The Northern Road - Crash Reports.pdf	General	The Northern Road - CrashLink Map and Crash Reports	Friday, 4 March 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 079	INFO DOC 079 - TNR3N Final Indicative Concept Design DS2015_003035_160119.pdf	Concept & Design	Penrith City Council Area - MR154 The Northern Road - Upgrade of the Northern Road from Glenmore Parkway to Jamison Road, Penrith - Stage 3 North (TNR3N) - Concept Design Reference Drawings - Road Design - Native File (MX Model)	Friday, 4 March 2016
INFO DOC - 080	INFO DOC 080 TNR3N Final Indicative Concept Design DS2015_003035_160119.txt	Survey	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Survey Model - Native File (MX Model)	Friday, 4 March 2016
INFO DOC - 081	INFO DOC 081 Additional Geotechnical Investigation Locations - Schematic.pdf	Geotechnical	Western Sydney Infrastructure Plan - The Northern Road Stage 3 - North - Glenmore Parkway, Glenmore Park to Jamison Road, Penrith - Additional Geotech Borehole Locations - 04 March 2016	Friday, 4 March 2016
INFO DOC - 082	INFO DOC 082 – Request for Tender Native Files.zip	RFT	Request for Tender for Design and Construction of Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project – Request for Tender Native Files	Tuesday, 15 March 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 083	INFO DOC 083 – Scope of Works and Technical Criteria Native Files.zip	RFT	Request for Tender for Design and Construction of Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project – Scope of Works and Technical Criteria Native Files	Tuesday, 15 March 2016
INFO DOC - 084	INFO DOC 084 - Mandatory Functional Requirements Native File.doc	RFT	The Northern Road Upgrade - Stage 3 North - Request for Tender - Attachment B.1 – Mandatory Functional Requirements - Penrith, New South Wales	Tuesday, 15 March 2016
INFO DOC - 085	INFO DOC 085 - WSIP - TNR3N RFT Document Roadmap.pdf	RFT	Request for Tender for Design and Construction of Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project – Document Roadmap	Tuesday, 15 March 2016
INFO DOC - 086	INFO DOC 086 - WSIP - TNR3N - HEC-RAS Model and Cross Sections.zip	Environmental/Sustainability	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Flooding Model - HEC-RAS Model and Cross Sections - Native Files	Tuesday, 15 March 2016
INFO DOC - 087	INFO DOC 087 - Factual Geotechnical Report.pdf	Geotechnical	Roads and Maritime Services - City of Penrith, The Northern Road Stage 3 - Geotechnical Investigation for	Tuesday, 15 March 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Proposed Northern Road Upgrade between Jamison Road and Glenmore Parkway, Orchard Hills - File No. GEO4983, Report No. G4983/1, 11 Feb 2016	
INFO DOC - 088	INFO DOC 088 - WSIP - TNR3N - Site and Temporary Works Area Plans.zip	RFT	Request for Tender for Design and Construction of Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project – Site and Temporary Works Area Plans CAD Files	Tuesday, 15 March 2016
INFO DOC - 089	INFO DOC 089 - WSIP - TNR3N - RMS Aimsun Traffic Model Instructions.docx	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North RMS Aimsun Model Version 8.1.0 Traffic Model Instructions	Tuesday, 15 March 2016
INFO DOC - 090	INFO DOC 090 - WSIP - TNR3N - Tender Briefing and Site Visit Minutes and Presentation.pdf	Briefing	The Northern Road Stage 3 North Project – Tenderer Briefing and Site Visit Meeting Minutes and Presentation	Tuesday, 22 March 2016
INFO DOC - 091	INFO DOC 091 - WSIP - TNR3N SoundPLAN Noise Model Instructions.docx	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North, RMS - WSIP - TNR3N - SoundPLAN 7.3 Noise Model Instructions	Tuesday, 22 March 2016
INFO DOC - 092	INFO DOC 092 - WSIP - TNR3N - Mitigated TNR DRAFT results.xlsx	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road	Tuesday, 22 March 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Stage 3 North, RMS - WSIP - TNR3N - SoundPLAN 7.3 Noise Model Mitigated Draft Results	
INFO DOC - 093	INFO DOC 093 - IA086100_Aco_SWTC_F001_Daytime_r1v1_LR.pdf	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North, RMS - WSIP - TNR3N - SoundPLAN 7.3 Noise Model Daytime Noise Contours	Tuesday, 22 March 2016
INFO DOC - 094	INFO DOC 094 - IA086100_Aco_SWTC_F002_Nighttime_r1v1_LR.pdf	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North, RMS - WSIP - TNR3N - SoundPLAN 7.3 Noise Model Nighttime Noise Contours	Tuesday, 22 March 2016
INFO DOC - 095	INFO DOC 095 - IA086100_Aco_SWTC_F003_Buildings_r2v1_LR.pdf	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North, RMS - WSIP - TNR3N - SoundPLAN 7.3 Noise Model Potential exceedances	Tuesday, 22 March 2016
INFO DOC - 096	INFO DOC 096 Addendum No. 1 Native Files.zip	RFT	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Addendum No. 1 Native Files	Tuesday, 22 March 2016
INFO DOC - 097	INFO DOC 097 - RMS - WSIP - TNR3N Informing Presentation.pdf	Briefing	Roads and Maritime Services - The Northern Road Upgrade - Stage 3 North Informing Interactive - 23 to 24 March 2016	Friday, 1 April 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 098	INFO DOC 098 - Data Sheet, Preparation and Testing Details for Additional Geotechnical Testing.pdf	Geotechnical	Data Sheet, Preparation and Testing Details for Additional Geotechnical Testing	Friday, 1 April 2016
INFO DOC - 099	INFO DOC 099 -The Northern Road Stage 3 North - Draft Testpits Additional Geotech Testing.pdf	Geotechnical	Northern Road Upgrade Stage 3 North - Excavation - Geological Log - Draft Test Pits - Additional Geotechnical Testing - File/Job No. G4983	Friday, 1 April 2016
INFO DOC - 100	INFO DOC 100 - High Resolution Aerial Images.zip	General	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Third Party Digital Data Licence Agreement - High Resolution Aerial Images	Friday, 1 April 2016
INFO DOC - 101	INFO DOC 101 Addendum No. 2 Native Files.zip	RFT	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Addendum No. 2 Native Files	Monday, 4 April 2016
INFO DOC - 102	INFO DOC 102 - WSIP - TNR3 South Concept Interface Design.zip	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road Stage 3 South - Concept interface Design	Monday, 4 April 2016
INFO DOC - 103	INFO DOC 103 - WSIP - TNR3N - RMS Aimsun Traffic Model Instructions.docx	Concept & Design	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North RMS Aimsun Model Version 8.1.0 Traffic Model Instructions	Monday, 4 April 2016
INFO DOC - 104	INFO DOC 104 - WSIP - TNR3N - BN377 Special Inspection Photos.zip	General	Bridge Inspection Photos - Bridge No. 377 - Bridge on Northern Road	Monday, 4 April 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			over M4 at Penrith - Special Inspection Photos	
INFO DOC - 105	INFO DOC 105 - 20160309 Amended SEARs - The Northern Road Upgrade.pdf	Environmental/Sustainability	Secretary's Environmental Assessment Requirements - 09 March 2016 - The Northern Road Upgrade	Monday, 4 April 2016
INFO DOC - 106	INFO DOC 106 - The Northern Road Upgrade SSI Application amendment report.pdf	Environmental/Sustainability	Roads and Maritime Services - Western Sydney Infrastructure Plan - The Northern Road Upgrade - Glenmore Parkway, Glenmore Park to Mersey Road, Bringelly - Amended State Significant Infrastructure - Application Report - February 2016	Monday, 4 April 2016
INFO DOC - 107	INFO DOC 107 - WSIP - TNR3N - FWD Testing Results.zip	Geotechnical	Roads and Maritime Service - Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - Falling Weight Deflectometer Test Results	Friday, 8 April 2016
INFO DOC - 108	INFO DOC 108 - South Western Sydney Urban Design Strategy.pdf	Urban Design	Roads and Maritime Services - South Western Sydney Urban Design Strategy - December 2015 - Working Document	Friday, 8 April 2016
INFO DOC - 109	INFO DOC 109 - Form 867 Licence Agreement to Install Utility on Bridge.pdf	General	Roads and Maritime Services - Licence Agreement to Install a Utility on a Roads and Maritime Services (RMS) Bridge	Friday, 8 April 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 110	INFO DOC 110 - Addendum No. 3 Native Files.zip	RFT	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Addendum No. 3 Native Files	Thursday, 14 April 2016
INFO DOC - 111	INFO DOC 111 - Additional Geotechnical Testing Factual Geotechnical Report_20160413.pdf	Geotechnical	Roads and Maritime Services - City of Penrith, The Northern Road Stage 3 - Tender Requested Geotechnical Investigation for Proposed Northern Road Upgrade between Jamison Road and Glenmore Parkway, Orchard Hills - File No: GEO4983 - Report No: G4983/2- Report Issued Date: 13 April 2016 - Prepared for: Infrastructure Development, Sydney Region - Prepared by: Geotechnical Science Unit, Parramatta	Thursday, 14 April 2016
INFO DOC - 112	INFO DOC 112 - WSIP - TNR3N - Bridge Over M4 Motorway - Concept Options Report_20160412	Concept & Design	B0377 - Bridge Over Motorway No M4 On MR 154, The Northern Road At Orchards Hill, 49 Km West Of Sydney - Strategic Bridge Upgrade Options Briefing Paper	Thursday, 14 April 2016
INFO DOC - 113	INFO DOC 113 - WSIP - TNR3N - Survey_160414.zip	Survey	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Survey Model - 20160414	Monday, 18 April 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 114	INFO DOC 114 - WSIP - TNR3N - AGS.zip	Geotechnical	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - AGS Geotechnical Information	Monday, 18 April 2016
INFO DOC - 115	INFO DOC 115 - WSIP - TNR3N - Potholing Information.zip	Survey	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Potholing Information	Monday, 18 April 2016
INFO DOC - 116	INFO DOC 116 - WSIP - TNR3N - Existing TCS Plans.zip	General	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Existing TCS Plans	Tuesday, 26 April 2016
INFO DOC - 117	INFO DOC 117 - Geotechnical Testing Factual Geotechnical Report G4983-3.pdf	Geotechnical	Roads and Maritime Services - RMS Reference G4983/3 - Geotechnical Information	Tuesday, 26 April 2016
INFO DOC - 118	INFO DOC 118 - Penrith City Council Drainage Easements Information.zip	General	Western Sydney Infrastructure Plan - The Northern Road Upgrade - Stage 3 North Project - Penrith City Council Drainage Easement Information	Tuesday, 26 April 2016
INFO DOC - 119	INFO DOC 119 - Addendum No. 4 Native Files.zip	RFT	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - Addendum No. 4 Native Files	Tuesday, 26 April 2016
INFO DOC - 120	INFO DOC 120 - Existing ITS Devices M4 Information.zip	General	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - Existing ITS Devices M4	Friday, 6 May 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Information	
INFO DOC - 121	INFO DOC 121 - Penrith City Council Bus Shelter Information.zip	General	Penrith City Council - Bus Shelter Information	Friday, 6 May 2016
INFO DOC - 122	INFO DOC 122 - Penrith City Council GIS Drainage Information.zip	General	Penrith City Council - GIS Drainage Information	Friday, 6 May 2016
INFO DOC - 123	INFO DOC 123 - Penrith City Council HML Approved Routes and Load Limits.zip	General	Penrith City Council - HML Approved Routes and Load Limits	Friday, 6 May 2016
INFO DOC - 124	INFO DOC 124 - Penrith City Council - Local Roads Package Concept Design Drawings.pdf	General	Penrith City Council - DIRD/RMS WSIP Local Roads Package (Round 1) Major Intersections on The Northern Road, Penrith, Concept Design	Friday, 6 May 2016
INFO DOC - 125	INFO DOC 125 - Addendum No. 5 Native Files.zip	RFT	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Addendum No. 5 Native Files	Friday, 6 May 2016
INFO DOC - 126	INFO DOC 126 TNR 3N - Telstra Concept design.pdf	Concept & Design	RMS Protection and Relocation of Telstra Network Plant - Concept Plans - CC Network - Northern Road Stage 3 Jamison Road - Glenmore Parkway Glenmore Park	Thursday, 12 May 2016
INFO DOC - 127	INFO DOC 127 - Penrith Christian School Photos.zip	General	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Penrith Christian School Photos	Thursday, 12 May 2016
INFO DOC - 128	INFO DOC 128 - Penrith Golf Course Photos.zip	General	Western Sydney Infrastructure Plan – The Northern Road	Thursday, 12 May 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Stage 3 North - Penrith Golf Course Photos	
INFO DOC - 129	INFO DOC 129 - Existing ITS Backbone Survey along M4 Motorway from Russell St to Pitt St.zip	General	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Existing ITS Backbone Survey along M4 Motorway from Russell St to Pitt St	Thursday, 12 May 2016
INFO DOC - 130	INFO DOC 130 - Penrith City Council Requirements regarding GPTs.pdf	General	Penrith City Council - Gross Pollutant Trap Requirements	Thursday, 12 May 2016
INFO DOC - 131	INFO DOC 131 - Addendum No. 6 Native Files.zip	RFT	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Addendum No. 6 Native Files	Thursday, 12 May 2016
INFO DOC - 132	INFO DOC 132 - Panel of Architectural Treatment Contractors.pdf	General	Roads and Maritime Services - Panel of Architectural Treatment Contractors 2016 and NAP – Panel of Architectural Advisory Consultants	Friday, 20 May 2016
INFO DOC - 133	INFO DOC 133 - Temporary Concrete Safety Barriers.pdf	General	Roads and Maritime Services - Temporary Concrete Safety Barriers	Friday, 20 May 2016
INFO DOC - 134	INFO DOC 134 - Email re - The Northern Road Stage 3 Glenmore Parkway to Jamison Road.pdf	General	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - Email re - The Northern Road Stage 3 Glenmore Parkway to Jamison Road, from Telstra to RMS dated 13 May 2016	Friday, 20 May 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 135	INFO DOC 135 - NBN - ARNSW11774 - The Northern Road Upgrade - Stage 3 - Impact Assessment.pdf	Concept & Design	NBN - ARNSW11774 - The Northern Road Upgrade - Stage 3 - Impact Assessment	Friday, 27 May 2016
INFO DOC - 136	INFO DOC 136 - RMS - Form 867 - Licence Agreement Bridge - Lease Ducts & New Utilities.pdf	Concept & Design	Roads and Maritime Services - Licence Agreement to Install a Utility on a Roads and Maritime Services (RMS) Bridge - For Installation of New Utility initiated by others/ Leasing of RMS ducts	Friday, 27 May 2016
INFO DOC - 137	INFO DOC 137 - RMS - Form 867A - Consent Bridge - Relocation of Existing Utilities RMS.pdf	Concept & Design	Roads and Maritime Services - Consent to Install a Utility on a Roads and Maritime Services (RMS) Bridge - For relocation of existing utility initiated by RMS	Friday, 27 May 2016
INFO DOC - 138	INFO DOC 138 - Sydney Water - Building over or next to Sydney Water's Asset Assessment Water.pdf	Concept & Design	Sydney Water - Building over or next to Sydney Water's Asset Assessment Water	Friday, 27 May 2016
INFO DOC - 139	INFO DOC 139 - Sydney Water - Building over or next to Sydney Water's Asset Assessment Sewer.pdf	Concept & Design	Sydney Water - Building over or next to Sydney Water's Asset Assessment Sewer	Friday, 27 May 2016
INFO DOC - 140	INFO DOC 140 - Telstra The Northern Rd Stage3 CONCEPTS rev_1.zip	Concept & Design	RMS Protection and Relocation of Telstra Network Plant - Concept Plans - CC Network - Northern Road Stage 3 Jamison Road - Glenmore Parkway Glenmore Park - revision 1	Friday, 27 May 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
INFO DOC - 141	INFO DOC 141 - Endeavour Energy - Distribution and Transmission Lines.pdf	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - The Northern Road Stage 3 Glenmore Parkway to Jamison Road - Endeavour Energy Distribution and Transmission Lines	Friday, 27 May 2016
INFO DOC - 142	INFO DOC 142 - Optus - Preliminary Drawing Set.PDF	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - The Northern Road Stage 3 Glenmore Parkway to Jamison Road - Optus Preliminary Drawings	Friday, 27 May 2016
INFO DOC - 143	INFO DOC 143 - Optus - Preliminary Drawing Set - CAD.DWG	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - The Northern Road Stage 3 Glenmore Parkway to Jamison Road - Optus Preliminary Drawings - CAD	Friday, 27 May 2016
INFO DOC - 144	INFO DOC 144 - Optus Preliminary Budget and Other Information.pdf	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - The Northern Road Stage 3 Glenmore Parkway to Jamison Road - Optus Preliminary Budget and Other Information	Friday, 27 May 2016
INFO DOC - 145	INFO DOC 145 - Addendum No. 7 Native Files.zip	RFT	Western Sydney Infrastructure Plan – The	Tuesday, 31 May 2016

Information Document No.	Electronic Filename of Information Document	Category	Title of Document	Issue Date
			Northern Road Stage 3 North - Addendum No. 7 Native Files	
INFO DOC - 146	INFO DOC 146 - Addendum No. 8 Native Files.zip	RFT	Western Sydney Infrastructure Plan – The Northern Road Stage 3 North - Addendum No. 8 Native Files	Wednesday, 8 June 2016
INFO DOC - 147	INFO DOC 147 - TNR 3N - Telstra Concept design 23042016.pdf	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - Telstra Concept design 23042016	Thursday, 8 September 2016
INFO DOC - 148	INFO DOC 148 - 20160427 Sydney Water Design TNR3N.zip	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - 20160427 Sydney Water Design TNR3N	Thursday, 8 September 2016
INFO DOC - 149	INFO DOC 149 - Endeavour Energy Concept Design.zip	Concept & Design	Western Sydney Infrastructure Plan - The Northern Road Stage 3 North - Endeavour Energy Concept Design	Thursday, 8 September 2016

Schedule 46

Design Documentation Minor Amendment

(clauses 12.2(m) and 23.2 (definition of "Design Documentation Minor Amendment"))

Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: Lendlease Engineering Pty Ltd
(ABN 40 000 201 516)
("Contractor")

In accordance with the terms of clause 12.2(m) of the deed, amendment to design element
..... is proposed as follows:

Attached to this schedule is:

- (a) verification by the Project Verifier as required by clause 12.2(h)(i) of the deed;
- (b) certification by the Subcontractor as required by clause 12.2(h)(ii) of the deed;
- (c) certification by the Contractor as required by clause 12.2(h)(iii) of the deed; and
- (d) certification by the Proof Engineer as required by clause 12.2(h)(iv) of the deed.

The proposed amendment does comply with the deed.

.....
Signed for and on behalf of
Lendlease Engineering Pty Ltd

Schedule 47

Proof Engineer Requirements

(clauses 2.5 and 23.2 (definition of "Proof Engineer"))

Minimum Requirements

The following are the minimum required qualifications, experience and expertise that must be possessed by the Proof Engineer:

- (a) Demonstrated experience in the design of complex bridges and structures, which shall mean for the purposes of this Schedule, bridges or structures with any of the following features:
 - (i) bridge spans exceeding 35m;
 - (ii) retaining walls with effective retained height greater than 6m;
 - (iii) cable stayed or suspension bridges;
 - (iv) steel orthotropic decks;
 - (v) bascule span bridges;
 - (vi) post tensioned concrete structures;
 - (vii) bridge decks with skew exceeding 35 degrees;
 - (viii) railway bridges over roads and road bridges over railways;
 - (ix) structures under railways;
 - (x) precast arch structures; and
 - (xi) bridges with a superstructure consisting of precast prestressed concrete girders and cast in-situ deck slab, where the girders are made continuous for live load or the superstructure is made fully integral with the substructure.
- (b) Proven ability in structural analysis and design of complex bridges and structures.
- (c) Quality Management System 3rd party certified to AS/NZS ISO 9001.
- (d) Range of suitable structural analysis, bridge design and CAD software.
- (e) Qualifications admitting to MIEAust and National Professional Engineers Register.
- (f) At least 5 years experience in complex structural analysis and design of complex bridges and structures.
- (g) Knowledge of Australian Standard AS 5100, RMS Bridge Technical Directions, RMS Standard Drawings.
- (h) Knowledge of RMS specifications for bridgeworks.
- (i) Knowledge of scientific investigation and testing and specialist knowledge of materials and products used in bridge construction.
- (j) At least 5 years experience in undertaking the checking of structural design of complex bridges and structures as a proof engineer in the past 10 years.

Schedule 48

Notice to Proceed

(clauses 1A and 23.2 (definition of 'Notice to Proceed'))

[Insert onto RMS letterhead]

[Insert address details]

Dear *[Insert]*

**Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project
("Project"): Notice to Proceed**

For the purpose of clause 1A of the deed between Roads and Maritime Services and the Contractor dated *[Insert]* with respect to the Project, RMS Representative gives notice to the Contractor to proceed with all of the Project Works, Temporary Works and Landscaping Maintenance.

The Staged Commencement Date is *[Insert]*.

The Date for Construction Completion is *[[Insert]/[to be advised]]**.

The Construction Contract Sum is *[[Insert]/[to be advised]]**.

.....
Signed by RMS Representative

** Delete whichever is not applicable.*

Schedule 49

Initial Works

(clause 23.2 (definitions of "Initial Temporary Works", "Early Works" and "Initial Project Works"))

The Initial Project Works, Early Works and Initial Temporary Works are listed below:

- (a) Preparation of Design Documentation;
- (b) Establishment of temporary project office, IT establishment and procurement;
- (c) Provision of insurances, long service levies, guarantees, initial dilapidation surveys;
- (d) Provision for personnel for the development of Project Plans, assistance to RMS with REF submissions report and determination requirements, EPL development, baseline monitoring set up, preparation of REFs for preparatory Works, assist RMS in the management of community issues, implementation of procurement systems, progression of utilities, survey;
- (e) Provision and maintenance of all site accommodation, site laboratories and equipment and site vehicles (including the Project Verifier's site facilities);
- (f) Traffic control for investigations and potholing;
- (g) Project Plans: associated staff, consultant and other costs for CEMP and sub-plans and establishment of baseline monitoring;
- (h) Geotechnical investigations - North of the New M4 Motorway Interchange Bridge;
- (i) Geotechnical investigations - New M4 Motorway Interchange Bridge;
- (j) Geotechnical investigations - South of the New M4 Motorway Interchange Bridge;
- (k) Utilities investigations/potholing - water Service Works;
- (l) Utilities investigations/potholing – electrical Service Works;
- (m) Utilities investigations/potholing – telecommunications Service Works;
- (n) Utilities investigations/potholing - gas Service Works;
- (o) Utilities investigations/potholing - other Service Works;
- (p) **Early Works**, being:
 - (i) Property Works, Penrith Christian School, fencing;
 - (ii) Property Works, Penrith Christian School, sports playing fields;
 - (iii) Property Works, Penrith Christian School, fenced maintenance area on eastern side of sports playing field;
 - (iv) Property Works, Penrith Christian School, Imagine Nations Church and Penrith Christian School entrance signage; and
 - (v) Property Works, Penrith Christian School, new access road from Frogmore Road roundabout,

further described on the following two pages as 'Scope of works under the Early Works Agreement'.

Scope of works under the Early Works Agreement

Penrith Christian School (Deposited Plans - 11/DP831409 and 121/DP1135914)

Fencing

1. Provide new fencing of equivalent standard to the existing and a gate.

Sports Playing Field

2. Relocate the existing sports playing field. Whilst keeping the relocated sports playing field as close as possible to its existing location, the new sports playing field must:
 - a) be located on a level surface of 120m by 70m;
 - b) have line-marking so to facilitate both soccer and rugby similar to the existing sports playing field arrangement;
 - c) be provided with the existing dual purpose soccer and rugby goal posts;
 - d) ensure that any turfed areas impacted by the relocation are reinstated;
 - e) be provided with a longitudinal aggregate drainage system and sprinkler system, which is extended from the existing drainage system and sprinkler system to suit the relocated sports playing field; and
 - f) have the existing culvert and drainage pit (located at the south-west corner of the existing sports playing field) re- location to a new location that suites the final location of the Sports Playing Field.
3. Reshape embankments on the northern and eastern side of the sports playing field to suit the relocated sports playing field.

Fenced Maintenance Area on Eastern Side of Sports Playing Field

4. On the eastern side of the existing sports playing field, all existing civil, mechanical and electrical assets associated with the above ground water storage tank (including the above ground water storage tank itself), if impacted by the Project Works, are to be:
 - a) relocated to a location as close as possible to the existing assets to suit the new sports playing field location;
 - b) re-connected to existing services including pipework, cables and the like; and
 - c) enclosed within a new fence of equivalent standard to the existing
5. On the eastern side of the existing sports playing field, within the existing above ground water storage tank fenced area, there is an existing standpipe. If impacted by the Project Works, the standpipe is to be relocated into the new fenced area required under item 4 above. In addition, the new standpipe must be lowered to be at least 150mm below the surrounding ground level and must be located within a new drained chamber. The new chamber must have an access cover suitable for the chamber's location. All existing connections to the existing standpipe must be reinstated to the new standpipe.

Imagine Nations Church and Penrith Christian School Entrance Signage

6. The existing 'Imagine Nations and Penrith Christian School' entrance sign which is located south east corner of the TNR/Frogmore intersection must be relocated as a result of the Project Works. The relocated entrance sign must be located as close as possible to the existing sign location and to an equivalent quality and standard of the existing sign.
7. All existing lettering on must be reinstated on the new entrance sign.

New access road from Frogmore Road roundabout

8. Provide an access road from the southern leg of the roundabout on Frogmore Road (located on Frogmore Road, between The Northern Road and Simeon Road), to the north-west corner of the existing Penrith Christian School carpark.

Note: This scope of works is included in the Exhibit A - Scope of Works and Technical Criteria (SWTC) Appendix 3 - Property Adjustments

Schedule 50

Proposed Minor Concession

(clauses 22.16 and 23.2 (definition of "Minor Concessions"))

Western Sydney Infrastructure Plan – The Northern Road Upgrade – Stage 3 North Project ("Project")

To: RMS Representative
From: Lendlease Engineering Pty Ltd
(ABN 40 000 201 516)
("Contractor")

In accordance with the terms of clause 22.16(d) of the deed, Minor Concession No. *[insert]* is proposed by the Contractor as follows:

- minor change to the Scope of the Works and Technical Criteria (SWTC)
- minor change to a Project Plan
- waiver of a payment constraint
- waiver of a timing requirement

Set out below are the details of the proposed Minor Concession:

- (a) Section of the SWTC or of the deed which is being changed or waived: *[insert section of the SWTC or deed which is being waived or changed]*
- (b) Amendment to Project Plan: *[insert section of the Project Plan sought to be changed]*
- (c) Description of what is sought to be changed or waived: *[insert description of how the SWTC or Project Plan is being changed or the payment constraint or timing requirement that is being waived]*
- (d) Impact of the Minor Concession: *[insert any impact of the proposed Minor Concession on program, functionality, quality etc]*

.....

Signed for and on behalf of
Lendlease Engineering Pty Ltd

Schedule 51

Apprenticeship and Traineeship – Quarterly Report

(clause 5.4)

Apprenticeship and Traineeship Report

Contract Number & Description	
-------------------------------	--

Reporting Period (at three monthly intervals, from the date of Deed until the Date of Construction Completion)	
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Contractors used during reporting period

Legal Name of Contractor	Project Site – Name and Address

Apprentices	Current quarterly hours	Current quarterly FTE *
<i>Eg Plant Hire Operator Apprentices</i>		
Trainees	Current quarterly hours	Current quarterly FTE*
<i>Eg Trainees – Civil Construction</i>		

* To calculate the current quarterly “**Full Time Equivalent**” (FTE):
 1. Contractor reports hours worked by apprentices/trainees in the reporting period.

2. Divide these hours by the number of working days for the reporting period, and divide by 7. This gives the FTE number of apprentices/trainees delivered by the project in that Quarter.

$$\frac{\text{Reported Apprentice/Trainee Hours}}{\text{Working Days in reporting Quarter} \times 7 \text{ hours}} = \text{FTE number of apprentices}$$

Schedule 52

Aboriginal Participation in Construction - Quarterly Report

(clause 3.12)

PROJECT DETAILS	
Contract No and Description	
Contractor:	
Contract Award Value (or Project Value, where relevant) (excl GST)	
Project APiC Category:	
Targeted Project Spend (TPS) \$(excl GST)	
Date of APiC report:	

PROJECT PARTICIPATION	
Total number of people (all) employed on the project:	
Total number of hours worked by all employees on this project:	
Total number of sub-contractors on the project:	
Total number of people employed by sub-contractors on project:	

ABORIGINAL PARTICIPATION	
Total number of Aboriginal people employed on the project:	
Total number of hours worked by Aboriginal people employed on this project:	
Total number of Aboriginal people employed by sub-contractors on project:	

ABORIGINAL PARTICIPATION – DIRECT EXPENDITURE		
Type of expenditure	Recipients (if known)	Actual Amount
a) Direct employment (employees, apprentices)		
b) Other employment (contractors, group training)		
c) Goods/services bought from Aboriginal businesses		
d) Education expenses <ul style="list-style-type: none"> • Apprentices • Trainees • Cadets • Other 	•	•
e) Payments to Aboriginal business/community organisations		
f) Other type of expenditure approved by RMS		
Total Direct Expenditure Amount (\$)		
Proposed expenditure in participation plan (\$)		

ABORIGINAL PARTICIPATION – INDIRECT EXPENDITURE

Proposed expenditure amount (\$) in participation plan		Actual expenditure amount (\$)	
<i>Description of activities (include participating business/community group details) and outcomes</i>			

ABORIGINAL PARTICIPATION – ACTUAL SPEND			
Actual spend on APiC in reporting Quarter: \$ (excl GST)	\$	Total Actual spend on APiC (Cumulative): \$ (excl GST)	\$
Actual spend on APiC in reporting Quarter: as % of TPS	%	Total Actual spend on APiC (Cumulative): as % of TPS	%

Number of Aboriginal businesses invited to tender/supply who were unsuccessful and reasons for rejection (e.g. price, inability to meet required timeframe, did not respond)		
Tender details	No.	Reason

Comments:

Approved by (Name and Position in the Organisation):

Signing page

EXECUTED as a deed.

Signed Sealed and Delivered for Roads and Maritime Services (ABN 76 236 371 088) by an authorised officer in the presence of:

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Executed for Lendlease Engineering Pty Limited (ABN 40 000 201 516) by its attorneys in accordance with Lendlease Engineering Power of Attorney dated 30 November 2016 registered number _____ in the presence of:

Each attorney by signing attests that no notice of revocation or amendment of such Power of Attorney has been received

Signature of witness

Signature of attorney

Name of witness (print)

GAVIN REYMOND

Name of attorney (print)

Signature of witness

Signature of attorney

Name of witness (print)

CRAIG LASLETT

Name of attorney (print)