

Deed of Appointment of Independent Certifier

This Deed made at Sydney on 7 March 2023

Parties

John Holland Pty Ltd

(ABN 11 004 282 268) of Level 9, 180 Flinders St, Melbourne VIC 3000 ("**John Holland**")

and

Gamuda Berhad a company incorporated in Malaysia on 6 October 1976 under the Companies Act 1965, and bearing Company Registration number 197601003632 (29579-T) trading as Gamuda (Australia) Branch (ABN 27 632 738 768)

(ARBN 632 738 768) of Suite 26.01, 100 Miller St, North Sydney NSW 2060 ("**Gamuda**"),

(John Holland and Gamuda Berhad, together, an unincorporated joint venture that is the "**Contractor**")

Transport for NSW

(ABN 18 804 239 602) of 20-44 Ennis Road Milsons Point NSW 2061 ("**Principal**")

Aurecon Australasia Pty Ltd

(ABN 54 005 139 873) of Level 8, 850 Collins Street Docklands, VIC 3008 ("**Aurecon**")

and

AECOM Australia Pty Ltd

(ABN 20 093 846 925) of Level 8, 540 Wickham Street, Fortitude Valley, QLD 4006 ("**AECOM**")

(Aurecon and AECOM, together, an unincorporated joint venture that is the "**Independent Certifier**")

Recitals

- A. On or about 20 December 2022, the Contractor entered into the D&C Deed with the Principal in respect of the Project.
- B. The Independent Certifier 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 D&C Deed [REDACTED] contemplate that the Independent Certifier will discharge those functions set out in Attachment 2 to this Deed.
- D. The Independent Certifier 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 D&C Deed have the same meaning in this Deed, except where otherwise expressly defined in this Deed, and:

Additional Services has the meaning given in clause 6A.

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

Consumer Price Index or CPI means the All Consumer Price Index – Sydney published by the Australian Bureau of Statistics, or the index officially substituted for it.

D&C Deed means the deed between the Principal and the Contractor dated on or about 20 December 2022.

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 D&C Deed, including those specified in clause 12 of the D&C Deed.

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

GST, GST law and other terms used in clause 8.3 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (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.

Independent Certifier'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).

Index Number means the number published in the Consumer Price Index.

Minimum Requirements means the minimum requirements for the Verification and Monitoring Plan, as set out in Attachment 6 to this Deed.

Minimum Resources Commitment means the minimum level of resources to be provided by the Independent Certifier for the performance of the Services, as set out in clause 1 of Attachment 9 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 Attachment 5 to this Deed.

NCR means a non-conformity report.

Other Parties means the Principal and the Contractor.

Payment Schedule means Attachment 3 to this Deed.

Project Documents means those agreements and other documents described in Attachment 1 to this Deed, and includes the Planning Approval.

Services means those services listed in Attachment 2 to this Deed.

Verification and Monitoring Plan means the plan the Independent Certifier is required to prepare in accordance with clause 3.6, and in respect of which the Principal 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.

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.

2. Appointment of the Independent Certifier

2.1 Appointment

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

2.2 Payment

The Principal will pay the Independent Certifier the Fee in accordance with the Payment Schedule.

2.3 Nature of Services

The Independent Certifier 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 Independent Certifier's obligations under the Deed.

3. Independent Certifier's obligations

3.1 Acknowledgement

The Independent Certifier 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:
 - (i) "Independent Certifier" under the Project Documents set out in Item 1 and Item 2 of Attachment 1; and
 - (ii) "Project Verifier" under the Project Documents set out in Item 3 and Item 4 of Attachment 1.

3.2 Further acknowledgements and warranties

The Independent Certifier:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the knowledge, skill, expertise and experience of the Independent Certifier in the performance of its obligations under this Deed; and
 - (ii) may suffer loss if the Independent Certifier does not perform its obligations in accordance with the requirements of this Deed;
- (b) 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 a [REDACTED] 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 Independent Certifier 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 Independent Certifier's Organisation and Personnel

- (a) The Independent Certifier 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, communication and reporting, including those with the Principal's Representative and the Contractor.
- (b) The Independent Certifier 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 Attachment 9 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) ██████████ as Independent Certifier's Representative for the Design Verification Services;
 - (ii) ██████████ as Independent Certifier's Representative for the Construction Verification Services;
 - (iii) ██████████ as Independent Certifier's project director; and
 - (iv) the other persons listed in clause 2 of Attachment 9 to this Deed.
- (d) The Other Parties may direct the Independent Certifier to remove from the performance of the Services any of the people referred to in clause 3.3(c) and the Independent Certifier must comply with any such direction.
- (e) The Independent Certifier 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 Attachment 2 which the Independent Certifier is required to execute as part of the Services (being Schedules 13 (Independent Certifier's Certificate - Payment Claim), 14 (Independent Certifier's Certificate - Quality), 15 (Independent Certifier's Certificate - Design Documentation), 14A (Independent Certifier's Certificate – Progressive and at end of Landscaping Maintenance Period), 16 (Independent

Certifier's Certificate - Opening Completion and Completion), 17 (Independent Certifier's Certificate - Nominated Defects), 17A (Independent Certifier's Certificate - As-Built documentation) and 18 (Independent Certifier's Certificate – Final Completion) of the D&C Deed). The Independent Certifier 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 Independent Certifier may not subcontract the performance of any of the Services without the prior written consent of the Other Parties.
- (b) The Independent Certifier 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 Independent Certifier.
- (c) Not used.

3.5 Quality Assurance

- (a) The Independent Certifier 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 Independent Certifier will not be relieved of any requirement to perform any obligation under this Deed as a result of:
 - (i) compliance with the quality assurance requirements of this Deed; or
 - (ii) any acts or omissions of 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 Independent Certifier 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) describe the strategies, processes, methodologies and procedures that the Independent Certifier will undertake to meet its obligations for managing and executing verification and monitoring of design, construction, commissioning, completion and defect rectification stages of the Project;
 - (ii) set out the specific policies, processes and resource structure to be implemented by Independent Certifier under the requirements of this Deed; and
 - (iii) comply with the Minimum Requirements, the Minimum Surveillance, the Minimum Resources Commitment and clause 2 of Attachment 9 to this Deed, and in the case of 3.6(a)(i) and 3.6(a)(ii) above, so as to comply with the matters set out or described in material submitted as part of its tender as set out in Attachment 4 to this Deed (including, without limitation, levels of effort, resources, expertise, statements, approaches, methodologies, representations and commitments).
- (b) The Principal 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 Principal believes that the Verification and Monitoring Plan does not comply with the requirements set out in clause 3.6(a), notify the Independent Certifier with details of the non-compliance.
- (c) If the Independent Certifier receives a notice under clause 3.6(b)(ii), the Independent Certifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties after which clause 3.6(b) will reapply.
- (d) If the Independent Certifier does not receive a notice under clause 3.6(b)(ii) within 15 Business 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 Independent Certifier 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 Independent Certifier 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 Activities, and Variations under the D&C 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 requirements set out in clause 3.6(a); and
 - (iii) submit each revision of the Verification and Monitoring Plan to the Other Parties.

- (b) The Principal 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 Attachment 4, notify the Independent Certifier with details of the non-compliance or reduction.
- (c) If the Independent Certifier receives a notice under clause 3.7(b)(ii), the Independent Certifier 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) The Principal owes no duty to the Independent Certifier to review the Verification and Monitoring Plan for errors, omissions or compliance with this Deed.
- (e) Without limiting clause 3.2(e), the Independent Certifier 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 Attachment 4 without the prior written approval of the Principal's Representative.
- (f) The Independent Certifier must not amend the Verification and Monitoring Plan other than in accordance with this clause 3.7.

3.8 Progress Reports by the Independent Certifier

During the period from the date of this Deed until the end of the Defects Correction Period, the Independent Certifier must provide a monthly progress report (one hard copy plus simultaneous provision of an electronic copy) to each of the Principal's Representative, and the Contractor by the fifth Business Day of the following month and in such format as is required by the Principal's 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 Independent Certifier during the reporting period;
- (c) a summary of key risks and issues relating to the Services;
- (d) the Independent Certifier's current and planned resources and staffing levels;
- (e) details of any Contractor non-conformities raised by the Independent Certifier or the Principal 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 Independent Certifier in the forthcoming reporting period, including the outcomes of the risk management processes used to determine the levels and scope of the surveillance activities;
- (g) 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 Independent Certifier is dealing or proposes to deal with any such act, matter or thing.

3.9 Audit and surveillance

- (a) The Independent Certifier must:
 - (i) allow any audit of its quality assurance system under this Deed by a third party, at the request of 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 Independent Certifier must, at all times:
 - (i) give to the third party access to premises occupied by the Independent Certifier 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 Independent Certifier 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 Independent Certifier 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 Independent Certifier to be independent

The Independent Certifier warrants to the Other Parties that in performing the Services, it will act:

- (a) subject to clause 6A, 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 a [REDACTED] 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 Independent Certifier must keep confidential details of this Deed and all information and documents provided to, or by, the Independent Certifier 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) Subject to clause 6A, the Other Parties will not interfere with or attempt to improperly influence the Independent Certifier 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 Independent Certifier in respect of the Design Documentation or any other aspect of the Contractor's Activities.

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 Independent Certifier with all information and documents necessary or reasonably required by the Independent Certifier, or otherwise requested by the Independent Certifier or directed by the Principal;
- (b) allow the Independent Certifier to attend all design meetings and procure for the Independent Certifier and the Independent Certifier's personnel access to such premises as may be reasonably necessary to enable the Independent Certifier to perform the Services or as requested by the Independent Certifier or directed by the Principal, including allowing access to the Construction Site and all places at which the Contractor's Activities are being undertaken, provided that the Independent Certifier 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 Independent Certifier to enable the Independent Certifier to perform the Services; and

- (d) establish, provide, maintain, operate, service and remove, at the Contractor's cost, the site facilities required by the Independent Certifier for use by the Independent Certifier's personnel. The Independent Certifier'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 Independent Certifier, 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 Independent Certifier'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 Opening Completion.

5.3 Principal to have no liability


- (a) Each party acknowledges that the Principal 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 the Principal being a party to this Deed; or
 - (ii) for the performance of or failure to perform, any obligation of the Contractor or the Independent Certifier under this Deed or the Project Documents.
- (b) Without limiting clause 5.3(a), each party acknowledges and agrees that the Independent Certifier 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 Independent Certifier's liability under or in connection with this Deed, from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to \$20 million.

6.2 Exclusions

- (a) The limitation of liability in clause 6.1  do not apply to any claims arising out of or in connection with any of the following on the part of the Independent Certifier or anyone for whom it is responsible:
 - (i) fraud or criminal conduct;
 - (ii) 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
 - (iii) gross negligence being a gross, high and reprehensible failure to take reasonable care in circumstances whereby the Independent Certifier knew, or ought reasonably to have known, that it was failing to take reasonable care and that such failure to take reasonable care had an obvious high risk of causing the loss claimed, and nevertheless proceeded but does not include errors of judgement, mistakes, errors or acts or omissions made in good faith.

6.3 Insurances

- (a) The Principal has effected the insurance policy referred to in Item 1 of Attachment 7 and clause 7.1(a) of the D&C Deed.
- (b) The Independent Certifier must from the date of the D&C Deed effect and maintain the policies of insurance listed in Attachment 7 to this Deed, other than those referred to in clause 6.3(a) of this Deed:
 - (i) on the terms;
 - (ii) for the types;
 - (iii) for the periods; and
 - (iv) for the sums,specified in Attachment 7 to this Deed.
- (c) The Independent Certifier acknowledges and agrees that:

- (i) it has reviewed and examined the proposed wording of the insurance policies which appear in Attachment 8 (Insurance Policy Wording) and the actual insurance policies effected by the Principal pursuant to clause 7.1(a) of the D&C Deed and has satisfied itself as to the extent of cover provided by those insurance policies for the purposes of insuring against certain of the risks referred to in this Deed and is aware that those insurance policies will not provide cover to the Independent Certifier against all the risks assumed by the Independent Certifier under this Deed;
- (ii) the obtaining of insurance by the Principal in accordance with clause 7.1(a) of the D&C Deed does not limit or otherwise affect the Independent Certifier's obligations under this Deed; and
- (iii) the policies of insurance referred to in clause 7.1(a) of the D&C Deed have been obtained at the Principal's cost; and
- (d) The Independent Certifier is responsible for the amount of any excess payable under the policies of insurance referred to in clause 7.1(a) of the D&C Deed and may effect insurance to cover the amount of that excess at its own cost.

6.4 Notice of matter affecting insurance

The Independent Certifier 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

- (a) Before the Independent Certifier starts any work for or in connection with this Deed and whenever requested in writing by any of the Other Parties, the Independent Certifier must supply proof that all insurance policies which the Independent Certifier is required to effect and maintain under this Deed (including insurance policies required to be taken out by subcontractors) are current.
- (b) If a notification is made pursuant to clause 6.4 of this Deed, the Independent Certifier 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 Independent Certifier must ensure that any subcontractor engaged by the Independent Certifier who is not covered by the professional indemnity policy of insurance effected and maintained by the Independent Certifier, effects and maintains a professional indemnity policy of insurance on terms, for the period and for the sum specified in Attachment 7 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 Independent Certifier under this Deed.

6.8 Indemnity

Subject to clause 6.1, the Independent Certifier 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 any:

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

insofar as the liability, loss, claim, expense or damage arises out of the breach or negligent act, error or omission of the Independent Certifier, its employees, agents, subcontractors or consultants.

6A Additional Services

- (a) The parties acknowledge that:
 - (i) the Principal may direct the Independent Certifier in writing to carry out any additional services in relation to the Project from time to time (**Additional Services**); and
 - (ii) Additional Services directed under clause 6A(a)(i) may include:
 - (A) advising the Principal on claims for extension of time, by engaging a specialist subcontractor approved by the Principal with experience in assessing extensions of time; and
 - (B) any other services required by the Principal in respect of the Project.

- (b) The Other Parties:
 - (i) consent to the Independent Certifier performing the Additional Services for the benefit of Principal (as applicable); and
 - (ii) acknowledge that the Contractor will not receive copies of any documents or notices to or from the Independent Certifier in connection with the Additional Services (unless the Principal's Representative so determines, in its absolute discretion.)

7. Termination of appointment

7.1 Notice of termination

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

- (a) the Independent Certifier is in breach of this Deed and the breach is not remediable in the reasonable opinion of the Other Parties;
- (b) the Independent Certifier is in breach of this Deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 5 Business 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 Independent Certifier; or
- (d) the Other Parties in their absolute discretion for any reason whatsoever serve on the Independent Certifier a notice of termination of this Deed, on a date specified in the notice, being not less than 15 Business Days after the date of issue of the notice.

7.2 Prior agreement on replacement

Prior to serving a notice under clause 7.1, the Principal, and the Contractor must have agreed upon another person to act as a replacement for the Independent Certifier.

7.3 Termination

Where a notice is served on the Independent Certifier under clause 7.1, the appointment of the Independent Certifier 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 Independent Certifier.

7.4 Delivery of documents

Upon the date of termination of the appointment of the Independent Certifier, the Independent Certifier:

- (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 Independent Certifier 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 Independent Certifier must provide full assistance to the Other Parties and any replacement for the Independent Certifier 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 Independent Certifier is only entitled to be paid by the Principal 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 Independent Certifier 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 10 Business 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 10 Business 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:

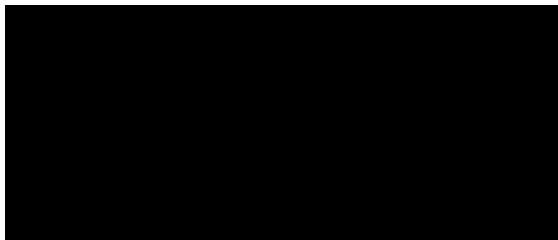
Name: Transport for NSW
Address: Level 7, 6 Stewart Avenue
Newcastle West
NSW 2300

Email:
For the attention of:



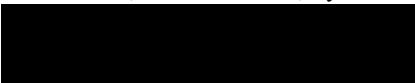
Name: Principal's Representative
Address: Level 7, 6 Stewart Avenue
Newcastle West
NSW 2300

Email:
For the attention of:



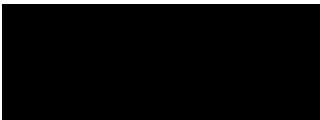
Name: John Holland Gamuda Joint Venture
Address: Level 3, 65 Pirrama Rd, Pyrmont NSW 2009

Email:
For the attention of:



Name: AECOM Aurecon Joint Venture
Address: Level 21, 420 George Street, Sydney NSW 2000

Email:
For the attention of:



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

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid express post to the relevant address 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 prepaid express post) on the second Business Day after the date of posting to an address within Australia, and on the fourth Business Day after the date of posting to an address outside Australia; and
 - (ii) (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.
- (f) Any notice contemplated by this deed to be given to the Principal must be delivered to the Principal's address 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 at the local time (in the place of receipt of that email) that would be determined if section 13A of the *Electronic Transactions Act 2000* (NSW) were to apply.

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

- (a) This Deed may be executed in any number of counterparts, each of which may be executed by one or more parties, may be executed electronically or in handwriting (including a print out of the electronic form) and will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document. Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this Deed, this shall be taken to be the same, and have the same effect, as if the signature on the counterparts were on a single copy of this Deed.
- (b) Executed counterparts of this Deed may be exchanged by email.

9.9 Indemnities

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

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 Independent Certifier is acting as an independent contractor for the Other Parties and therefore, the Independent Certifier 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.

9.17 Joint and several liability

The obligations of the Independent Certifier, if more than one person, under this deed, are joint and several and each person constituting the Independent Certifier acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own.

Attachment 1 - Project Documents

	Contract Name and Parties	Contract Date
1	D&C Deed and Schedules	20 December 2022
2	Exhibits to the D&C Deed	20 December 2022



Attachment 2 - Independent Certifier Services

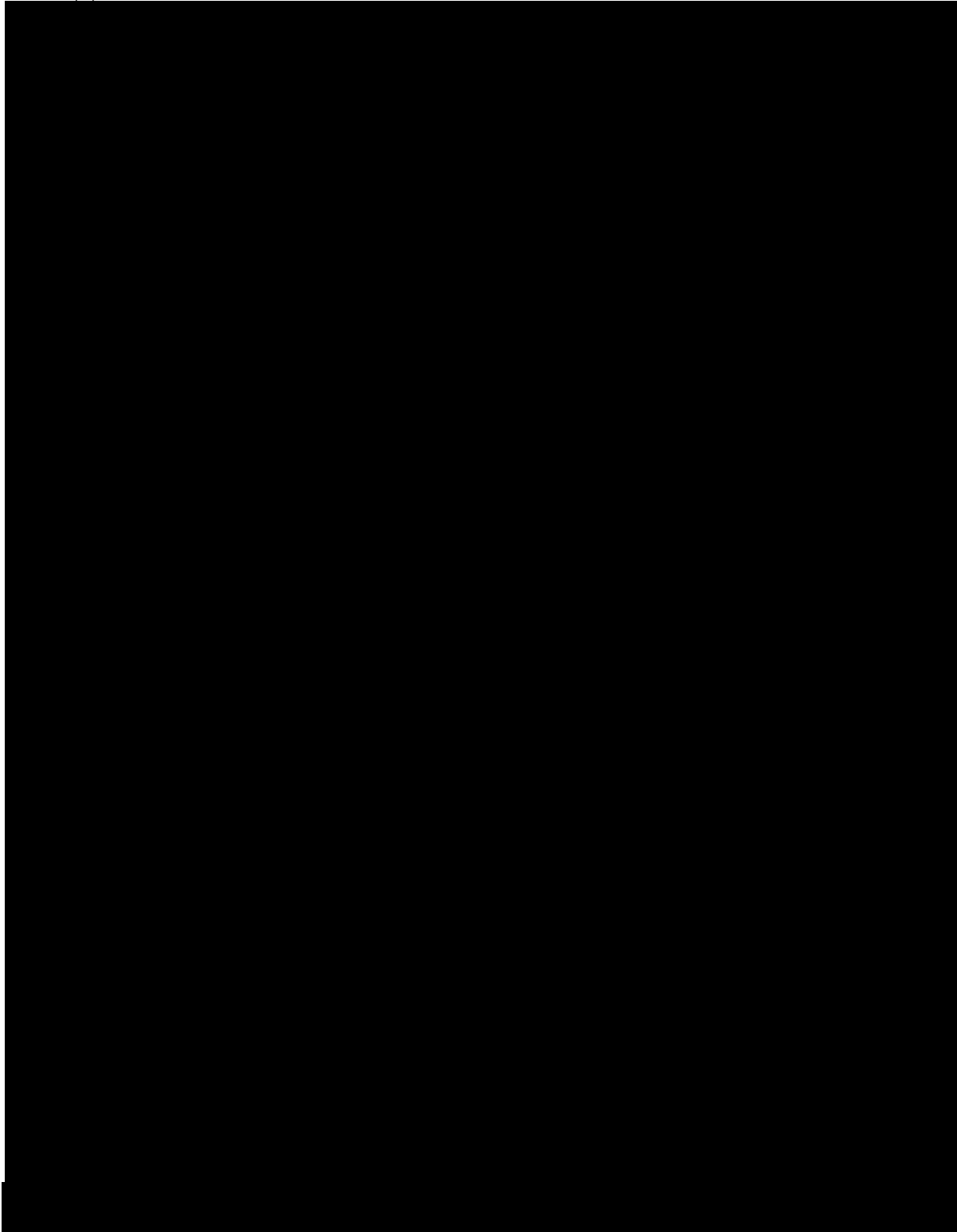
1. D&C Deed functions

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

- (a) functions, obligations, duties and services identified in the D&C Deed (where the clause references below are to clauses in the D&C Deed):
- Clause 2.4(f)(i) Independently verify in accordance with this Deed that:
- (a) the Project Works; and
 - (b) the Temporary Works,
- Clause 2.4(f)(ii) comply with the requirements of the D&C Deed;
- Clause 2.4(f)(ii) Make determinations on matters that the D&C Deed expressly requires be determined by the Independent Certifier;
- Clause 2.4(i) Receive all information and documents, attend all design meetings (including the Project Design Group), obtain access to such premises as may be necessary or reasonably required for the performance of the obligations of the Independent Certifier under this Deed and insert Hold Points or Witness Points in the Project Plans and release these and any other Hold Points (unless it has been designated to another Nominated Authority under Schedule 46 (Hold Points) in accordance with the SWTC and Schedule 46 (Hold Points);
- Clause 2.4(j) Execute and provide certificates in the form of:
- (a) Schedule 13 (Independent Certifier's Certificate – Payment Claim) with each progress claim made under clause 18.2(a);
 - (b) Schedule 14 (Independent Certifier's Certificate – Quality) every 3 months from the date of this deed up to the end of the last Defects Correction Period;
 - (c) Schedule 14A (Independent Certifier's Certificate – Progressive and at end of Landscaping Maintenance Period):
 - (i) every 3 months from the date of the D&C Deed until the end of the Landscaping Maintenance Period; and
 - (ii) at the end of the Landscaping Maintenance Period as a condition precedent to the Principal's Representative issuing a notice to the Contractor under clause 13A.5(b)(i);
 - (d) Schedule 15 (Independent Certifier's Certificate – Design Documentation) in accordance with the times set out in the D&C Deed;
 - (e) Schedule 16 (Independent Certifier's Certificate - Opening Completion and Completion) as a condition precedent to Opening Completion and Completion;
 - (f) Schedule 17 (Independent Certifier's Certificate - Nominated Defects) on request in connection with the rectification of particular Defects nominated by the Principal's Representative;
 - (g) Schedule 17A (Independent Certifier's Certificate -As-Built documentation); and
 - (h) Schedule 18 (Independent Certifier's Certificate – Final Completion) on the expiry of the last Defects Correction Period as a condition precedent to Final Completion;

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 & Schedule 40 clause 1(d)	Attend preliminary start-up and construction start-up workshop;
Clause 3.1 & Schedule 40 clause 2(b)	When required by the Principal's Representative, attend weekly Construction Site meetings;
Clause 3.1 & Schedule 40 clause 3(b)	When required by the Principal's Representative or the Project Director, attend Evaluation Meetings;
Clause 3.1 & Schedule 40 clause 4	When required by the Principal's Representative, meetings of the Project Control Group;
Clause 3.1 & Schedule 40 clause 6(c)	Attend meetings of the Project Design Group;
Clause 3.3(c)	Receive each Project Plan;
Clause 3.3(d)	Review any Project Plan submitted under clause 3.3(c) and notify the Contractor within 15 Business Days after submission of the Project Plan that it does not comply with the D&C Deed, giving reasons;
Clause 3.3(dd)	Review the Testing Management Plan and notify the Contractor within 15 Business Days after submission if it requires amendment;
Clause 3.3(e)	Receive each amended Project Plan;
Clause 3.3(h)(ii)	Receive each further developed, amended or updated Project Plan;
Clause 3.3(j)(iv)	Issue a notice to the Contractor in relation to the further development, amendment or updating of a Project Plan if it believes any Project Plan is non-compliant, and receive each further amended Project Plan;
Clause 3.4(b)	Receive the initial draft Maintenance Plan;
Clause 3.4(c)	Receive the final draft Maintenance Plan;
Clause 3.4(d)	Receive the amended final Maintenance Plan;
Clause 3.4(f)	If the Maintenance Plan or any draft is rejected, receive an amended Maintenance Plan;
Clause 5.1(c)(iii)	Monitor the preparation of, and review and comment on, the Approval Related Documentation prepared by the Contractor;
Clause 5.1(c)(iv)	Receive all Approval Related Documentation;
Clause 5.1(c)(v)	Consult (if necessary or desirable) with the Contractor and comment on the Approval Related Documentation;
Clause 5.1(c)(vii)	If necessary or desirable, request and receive information from the Contractor in order to review and consider the Approval Related Documentation;
Clause 5.17 & Schedule 51 section	Attend Chain of Responsibility risk workshops;

3.1(b)

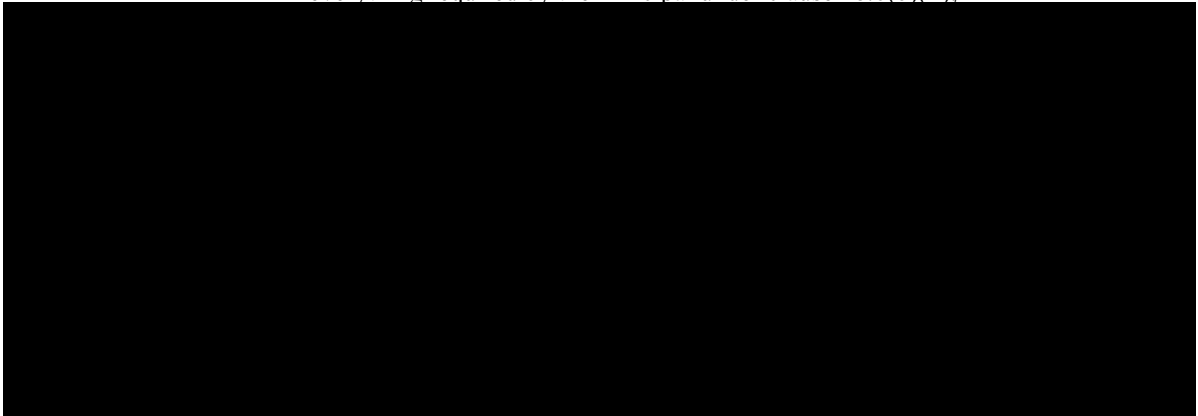


- Clause 11.2(a)(ii) Observe, monitor, audit and test all aspects of quality in the Contractor's Activities and the durability of the Project Works to verify compliance with the requirements of the D&C Deed;
- Clause 11.2(a)(iii) Review and assess the quality of the Contractor's Activities, and the durability of the Project Works to verify the Contractor's compliance with the requirements of the D&C 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 10 Business Days of submission of the plan to the Principal's Representative;

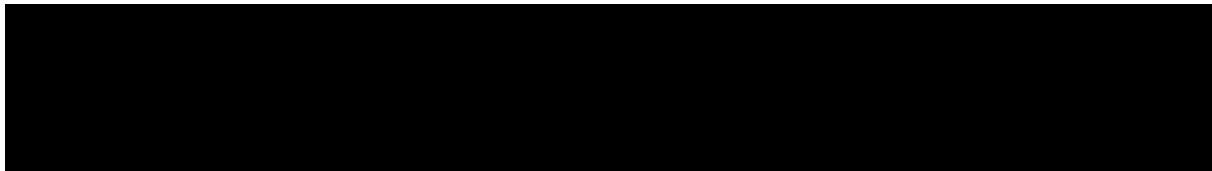
- Clause 12.2 Receive, review, comment on and monitor the design performance of the Contractor in accordance with clause 12.2 of the D&C Deed, including management of Reviewer's Comments as contemplated by section 3.6.2 of the Contractor Documentation Schedule;
- Clause 12.2(d) Verify that the Design Documentation for the Substantial Detailed Design Stage for the Project Works:
- (a) comply with the D&C Deed including the SWTC (and in particular the durability and design life requirements); and
 - (b) are documented to enable construction in compliance with the D&C Deed (including to the extent applicable in respect of the correction of Defects), by providing design verification in the form of Schedule 15 (Independent Certifier's Certificate - Design Documentation) to the D&C Deed attaching a register of drawings the subject of the verification;
- Clause 12.2(e)(i) Verify that the Design Documentation for the Final Design Documentation Stage (and any amended versions of Design Documentation for the Final Design Documentation Stage) for the Project Works and Temporary Works:
- (a) comply with the D&C Deed including the SWTC (and in particular the durability and design life requirements); and
 - (b) are documented to enable construction in compliance with the D&C Deed (including to the extent applicable in respect of the correction of Defects), by providing design verification in the form of Schedule 15 (Independent Certifier's Certificate - Design Documentation) to the D&C Deed attaching a register of drawings the subject of the verification;
- Clause 12.2(f) Consult (if necessary or desirable) with and take into account any views and requirements of any Reviewer and any relevant Authority on the Design Documentation;
- Clause 12.2(g) Receive and certify Design Documentation for a particular design development stage in accordance with the Contractor Documentation Schedule by providing design verification in the form of Schedule 15 (Independent Certifier's Certificate - Design Documentation) to the D&C Deed attaching a register of drawings the subject of the verification;
- Clause 13.2(g) Receive a deed in the form of Schedule 35 (Owner's Deed Poll), duly executed by the owner or owners of any part of the Parcel, or alternatively a signed statement, following the proper completion of the Property Works;
- Clause 13A.5(d)(ii) Execute and provide a certificate to the Principal's Representative in the form of Schedule 14A (Independent Certifier's Certificate – Progressive and at end of Landscaping Maintenance Period) to the D&C Deed as a condition precedent to the Principal's Representative issuing a notice to the Contractor under clause 13A.5(b)(i) of the D&C Deed;
- Clause 16.1(a) Receive detailed written Defects report;
- Clause 16.1A(a) Notify the Contractor of a Defect;
- Clause 16.1A(b) Receive a Defects report setting out all Defects set out in initial report provided pursuant to clauses 16.1(a) and 16.1A(a);
- Clause 16.1A(d) Receive a notice to the effect that the Contractor does not agree that one or more matters the subject of a Defects Rectification Notice constitute a Defect;
- Clause 16.1A(f) Determine whether the disputed matter the subject of a Defects Rectification Notice is a Defect and the nature and extent of that Defect;
- Clause 16.2(a) Receive the Defects Rectification Methodology;
- Clause 16.2(b)(i) Review and comment on the Defects Rectification Methodology within 5 Business Days of receipt;
- Clause 16.2(d) Determine, if requested, whether a Defect the subject of the correction works that has been corrected no longer constitutes a Defect, and receive all relevant

- documentation and attend an inspection (if necessary or desirable);
- Clause 16.2(e) Notify whether the Defect the subject of the correction works has been corrected;
- Clause 16.7(c) Receive a Site Audit Statement for the relevant Local Area Works (if requested);
- Clause 16.7(d) Receive notice that each discrete part of the Local Area Works is complete and jointly inspect the relevant Local Area Works with the Principal's Representative, the Project Director and the representative of any relevant Authority;
- Clause 16.7(f) Following inspection, notify the date of completion of the discrete part of the Local Area Works or if not completed, the items which remain to be completed;
- Clause 16.7(g) Receive written notice from relevant Authority to the effect that the Authority is satisfied that a discrete part of the Local Area Works is complete;
- Clause 16.8(a) Receive notice that a discrete part of the Service Works is complete, or that a relevant Defect has been corrected or Variation completed;
- Clause 17.1(a) Receive Subsidiary Contract Programs for all activities to be undertaken in carrying out the Contractor's Activities (including procurement of goods and materials);
- Clause 17.1(e) Receive reviewed and updated Contract Programs and Subsidiary Contract Programs along with the reports required by the Contractor Documentation Schedule;
- Clause 17.10(a) Receive notice from the Contractor of the estimated Date of Opening Completion or Date of Completion (as applicable);
- Clause 17.10(b) Inspect the Contractor's Activities with the Principal's Representative and the Project Director within 10 Business Days of receipt of a notice under clause 17.10(a)(ii);
- Clause 17.10(c) Following inspection, notify the Contractor of the list of items which it believes must be completed before Opening Completion or Completion (as applicable) is achieved or notify the Contractor that it believes the Contractor is so far from achieving Opening Completion or Completion (as applicable) that it is not practicable to issue such list;
- Clause 17.10(d) Receive notice from the Contractor of any amendments to the estimated Date of Opening Completion or Date of Completion (as applicable);
- Clause 17.10(e) Receive notice from the Contractor that it considers it has achieved Opening Completion or Date of Completion (as applicable);
- Clause 17.10(f) Inspect the Contractor's Activities with the Principal's Representative and the Project Director within 5 Business Days of receipt of a notice under clause 17.10(e);
- Clause 17.10(g) Notify the date on which Opening Completion or Completion (as applicable) was achieved or if not achieved, the items remaining to be completed or that it is not practicable to notify of the items remaining to be completed;
- Clause 17.10(h) Receive a further written notice from the Contractor that it has proceeded with the Contractor's Activities and thereafter considers it has achieved Opening Completion or Completion (as applicable);
- Clause 17.14(a) Receive notice from the Contractor of the estimated Date of Final Completion;
- Clause 17.14(b) Inspect the Works with the Principal's Representative and the Project Director within 15 Business Days of receipt of a notice under clause 17.14(a);
- Clause 17.14(c) Provide the Contractor with a list of items which must be completed before Final Completion is achieved;
- Clause 17.14(d) Receive notice from the Contractor that it considers it has achieved Completion and inspect the Works;
- Clause 17.14(e) Within 20 Business Days after receipt of a notice under clause 17.14(d), notify

- the date on which Final Completion was achieved or if not achieved, the items remaining to be completed or that it is not practicable to notify of the items remaining to be completed;
- Clause 17.14(f) Receive a further written notice from the Contractor that it has proceeded with the Contractor's Activities and thereafter considers it has achieved Final Completion;
- Clause 18.2(c)(iii) Verify in the form of Schedule 13 (Independent Certifier's Certificate - Payment Claim) of the D&C Deed that the parts of the Contractor's Activities claimed for payment comply with the requirements of the D&C Deed, for each progress claim made by the Contractor under clause 18.2(a) of the D&C Deed;
- Clause 18.6(b)(iii) Receive evidence (to its satisfaction) that title to the unfixed goods and materials will vest in the Principal on payment and that no other person holds a Security Interest in the unfixed goods and materials and the Contractor has done everything required by the Principal under clause 18.6(b)(ii);



- (b) otherwise discharge the role, functions, obligations, duties and services of the Independent Certifier under the Collaborative D&C Deed, including those identified in the SWTC; and
- (c) become familiar with the role, functions, obligations, duties and services (express or implied) under the D&C Deed of the "Independent Certifier" and review information made available to the Independent Certifier by the Other Parties in order to become fully acquainted with the Project.



3. General

The Independent Certifier 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 or as directed under clause 6A; and
- (c) undertake, as a minimum, the surveillance listed in Attachment 5 to this Deed.

Verification of Landscaping Maintenance will be taken to be part of the Construction Verification Services and not part of the Design Verification Services.

Attachment 3 - Payment Schedule

1. Payment claim

At the end of each month after the date of the D&C Deed, the Independent Certifier must submit to the Principal 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 the form of Annexure 1 to Attachment 3 and with such details and supporting documentation as the Principal may reasonably require,

(Payment Claim).

2. Payment

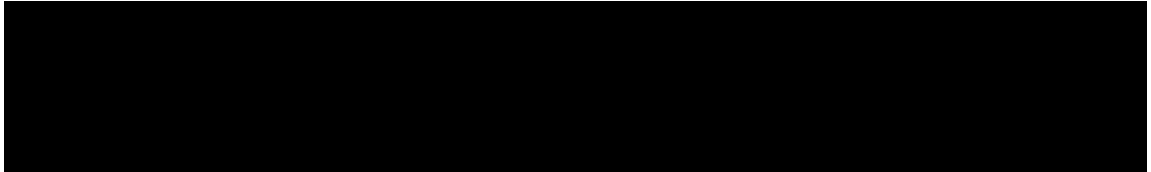
The Principal must, within 20 Business Days after receipt of the Payment Claim for the month, pay the Independent Certifier that portion of the Fee attributable to the Services performed during the month.

3. Notification of disputed amounts

The Principal must pay the Independent Certifier any amount included in a Payment Claim which it does not dispute. If the Principal disagrees with an amount included in the Payment Claim, the Principal must within 10 Business Days after receipt of the relevant Payment Claim notify the Independent Certifier in writing of the reasons for any amount which is disputed.

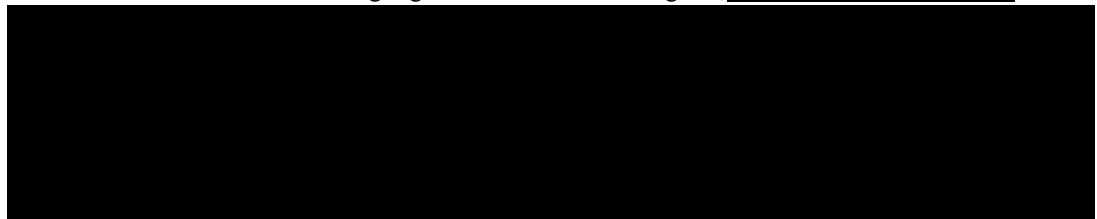
4. The Fee

- (a) The Fee consists of the following components:
 - (i) a lump sum of \$ [REDACTED] exclusive of GST for the Design Verification Services;
 - (ii) a lump sum of \$ [REDACTED] exclusive of GST for the Construction Verification Services, which includes;



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

- (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 5 of this Payment Schedule; and
 - (ii) the disbursements set out in clause 6 of this Payment Schedule, for reasonable increases or decreases in the cost to the Independent Certifier 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 the Principal's Representative under the D&C 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 Independent Certifier exceeds [REDACTED] 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, [REDACTED]



- (vi) the review and verification of more than [REDACTED] in total; or

(vii) any additional services jointly directed in writing by the Other Parties or as directed under clause 6A of the Deed, as required by paragraph (b) under the heading "General" in Attachment 2 to this Deed.

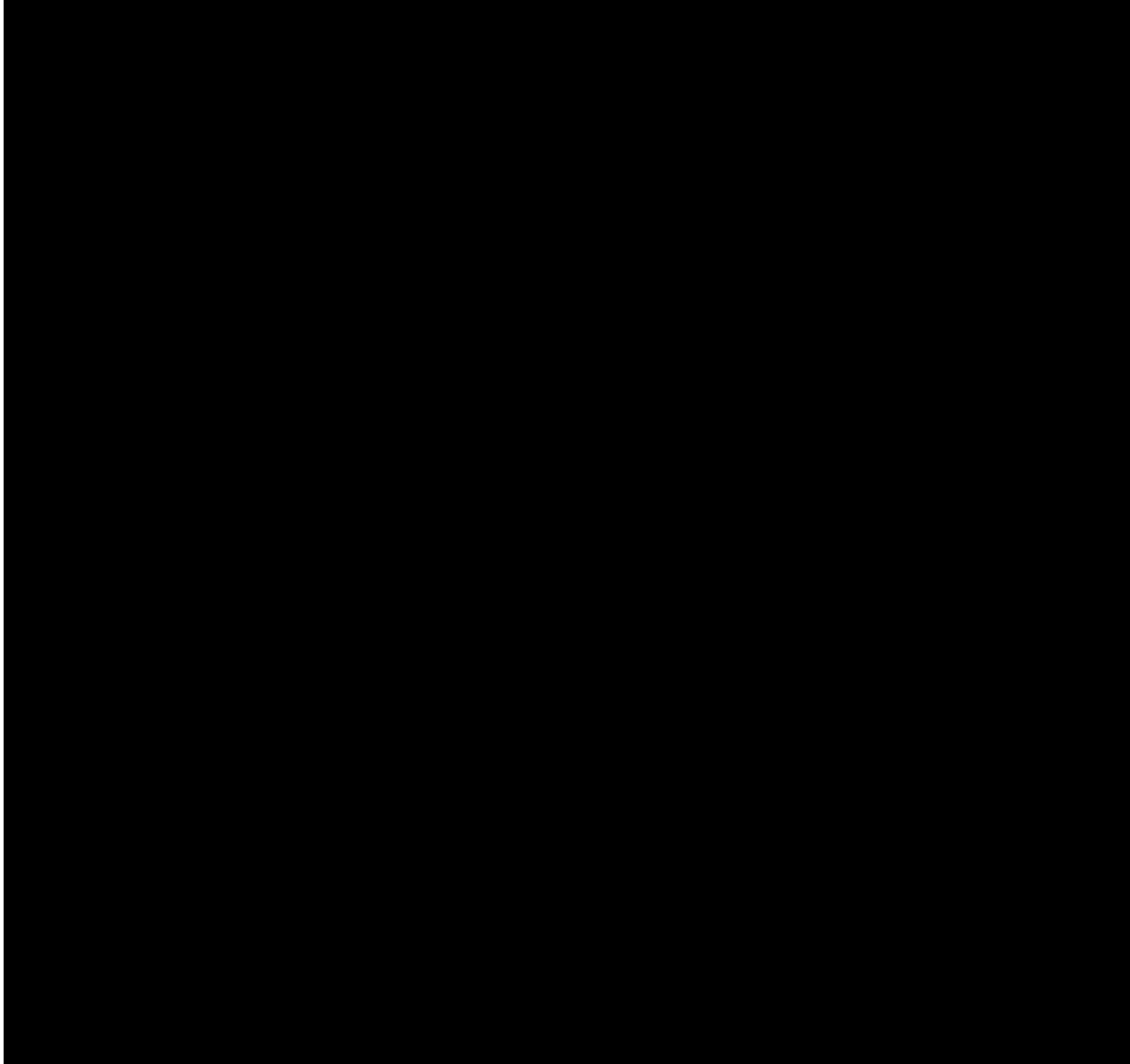
In this clause, a "design package" means each submission of the Design Documentation to the Independent Certifier and other information required by clause 12.2 of the D&C Deed or the Contractor Documentation Schedule relating to each discrete design element of the Contractor's Activities and includes the Design Documentation that is produced for each of the Developed Concept Design Stage, Substantial Detailed Design Stage, Final Design Documentation Stage and Issue for Construction Design Documentation.

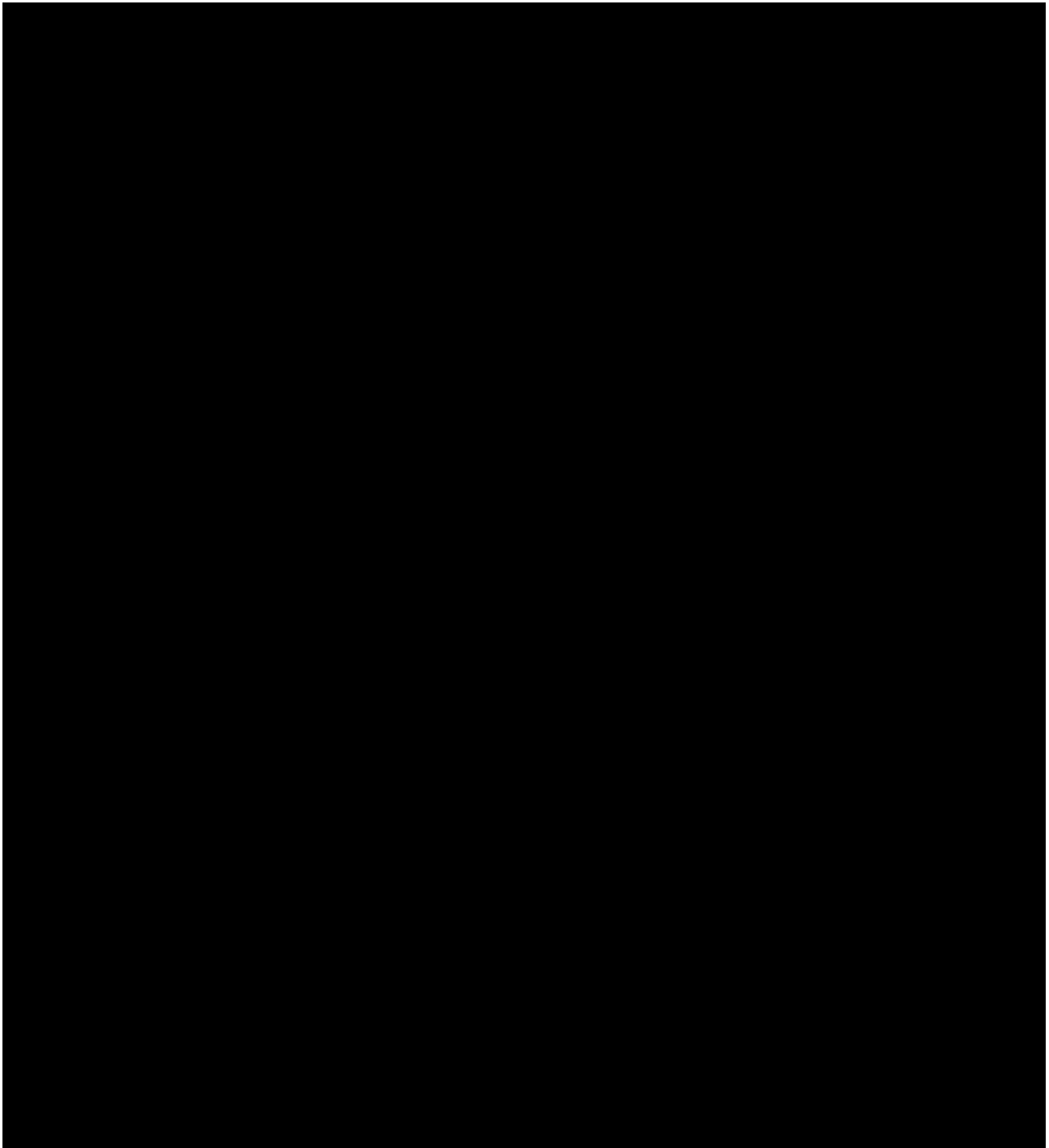
(c) The Independent Certifier acknowledges that (except as described in and payable under clause 7 of this Payment Schedule) it has allowed in the lump sums referred to in clause 4(a) for the provision of all labour, materials, work, vehicles, telecommunications, travel, accommodation (including travel and/or accommodation for personnel relocating to and from the Construction Site and excluding provision of the Independent Certifier 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. Schedule of Rates

Design Verification Services – adjustments

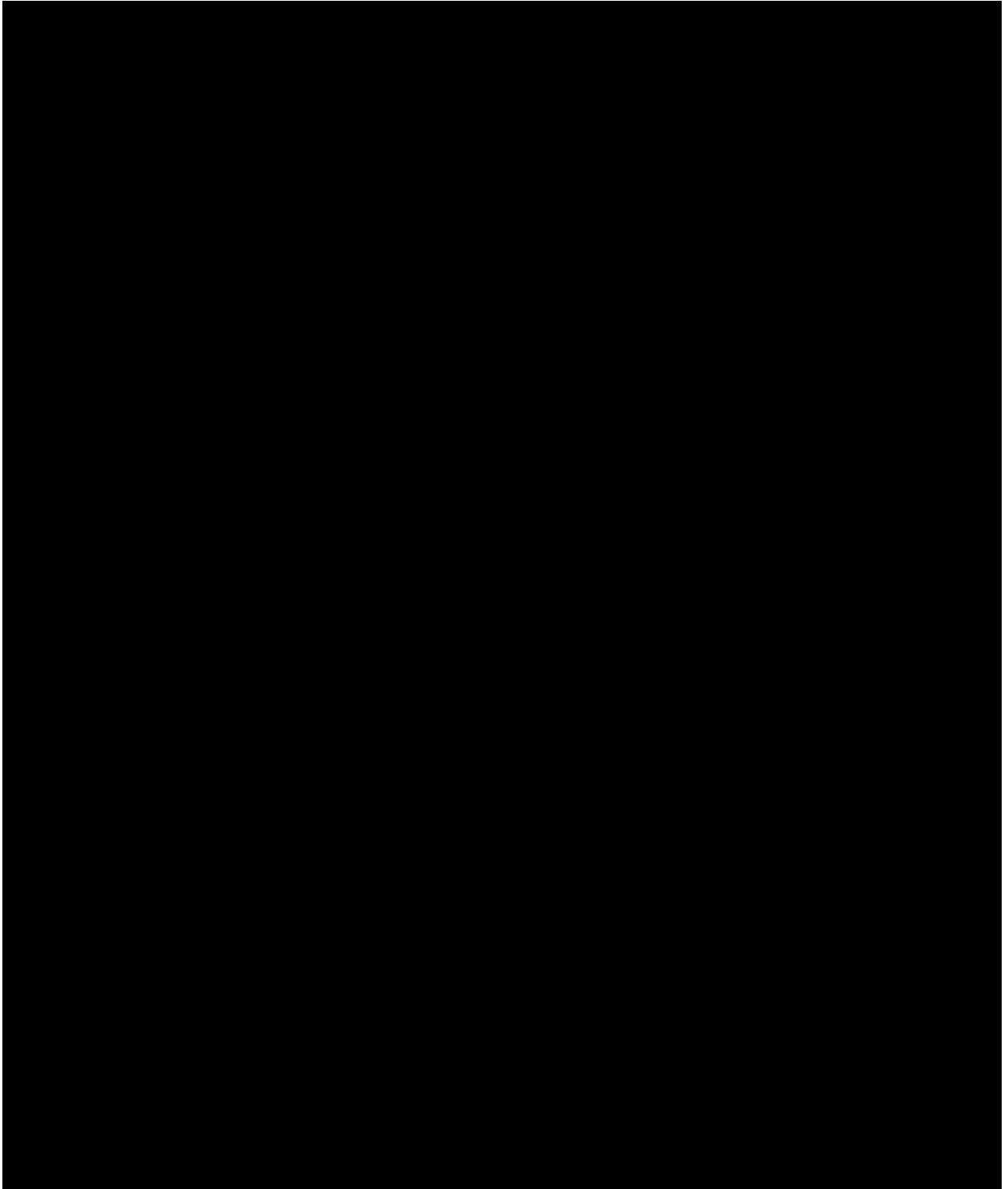
Role	Nominated Personnel	Daily Rate \$(excluding GST)
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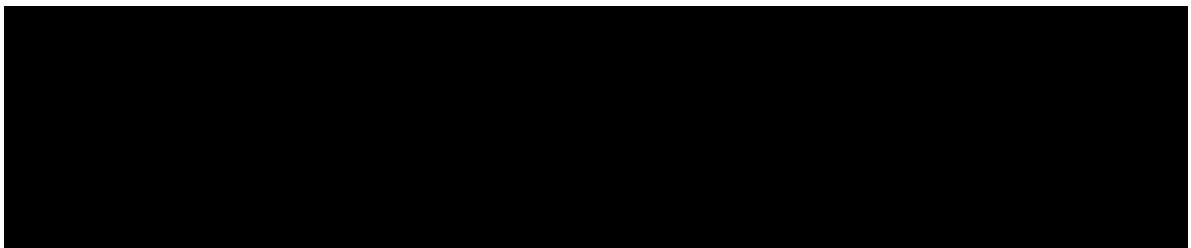


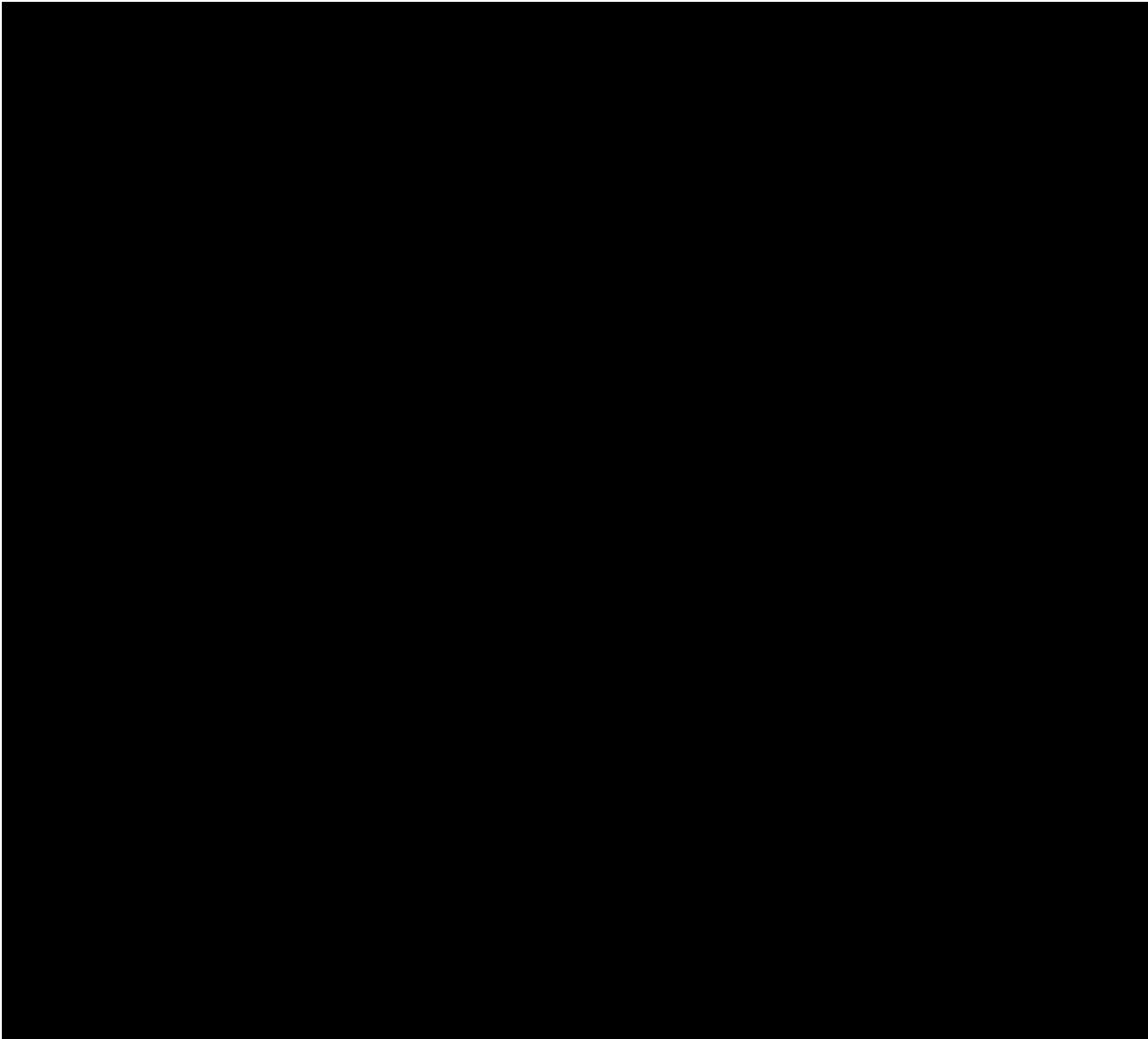
Construction Verification Services (including Landscaping Maintenance) – adjustments

Role	Nominated Personnel	Daily Rate (\$) (excluding GST)
[Redacted content]		



- (a) 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 Independent Certifier 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.





- (h) When claiming payment for any Services for which the Independent Certifier is to be paid on a Schedule of Rates basis the Independent Certifier must provide details of the time expended by the Independent Certifier in performing the Services for which the Independent Certifier is entitled to be paid on a Schedule of Rates basis.

6. Disbursements

- (a) The Independent Certifier will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the Independent Certifier 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 Independent Certifier is to be paid on a Schedule of Rates basis in accordance with this Deed and do not fall into the category of one of the disbursements described in clause 6(b);
 - (ii) were approved in writing by the Contractor and the Principal's Representative prior to being incurred where they exceed \$█████; and
 - (iii) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and the Principal's Representative.
- (b) The Independent Certifier is not entitled to reimbursement of costs relating to vehicles, car parking, computers, insurance, general office consumables and telecommunications.
- (c) The Independent Certifier will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the Independent Certifier is to be paid on a lump sum basis under this Deed if those disbursements:
 - (i) were not possible to be identified at the tender stage;
 - (ii) have been reasonably and properly incurred for the sole purpose of performing surveillance, inspection, monitoring and audits on the Contractor's Activities at and in the vicinity of the Construction Site;

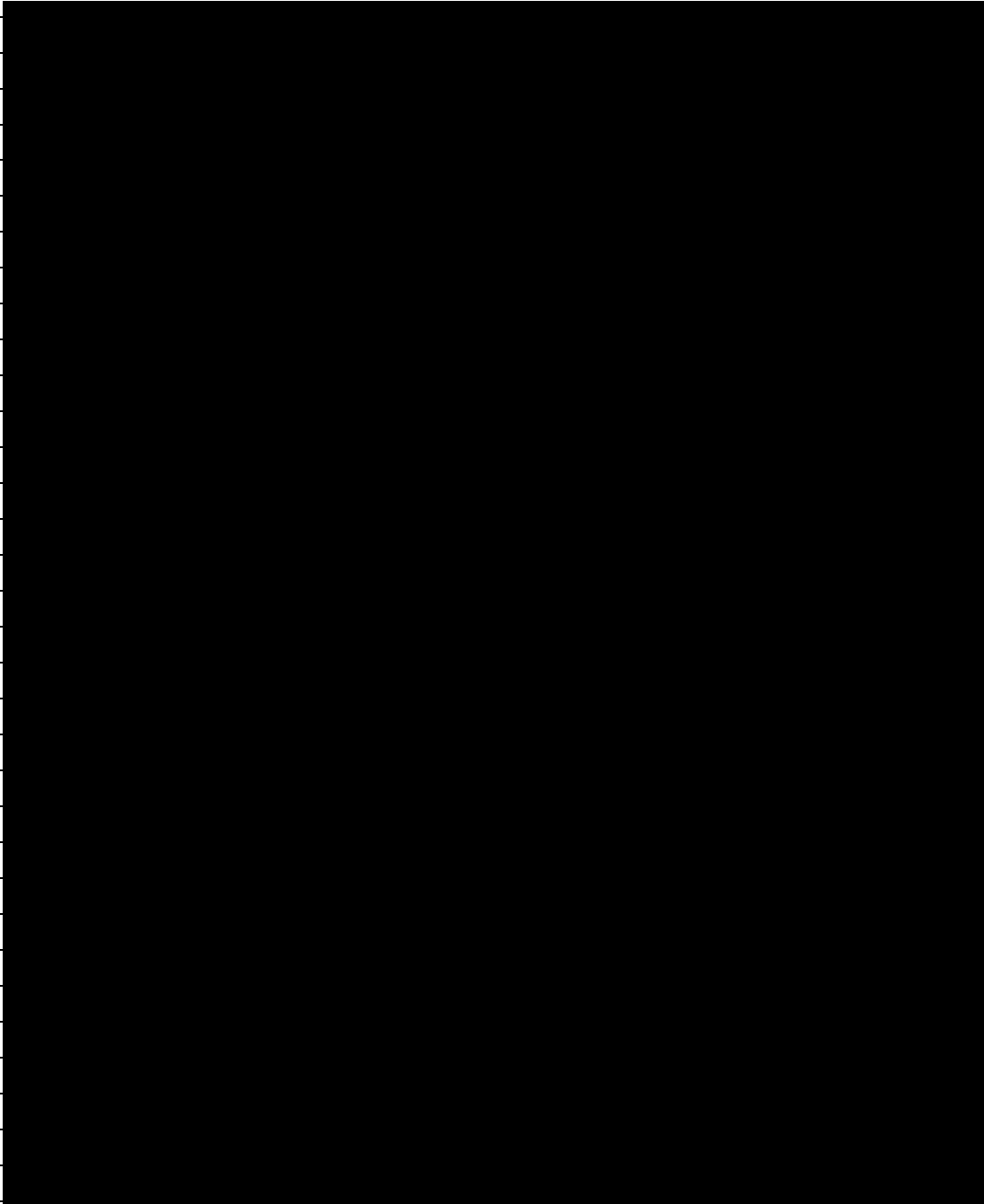
- (iii) were approved in writing by the Contractor and the Principal's Representative prior to being incurred where they exceed \$[REDACTED]; and
- (iv) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and the Principal's Representative.
- (d) The Independent Certifier 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 6(a) and 6(c) above.

7. Monthly payment schedule for lump sums

The Independent Certifier 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 D&C Deed	
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82
86
90
94
98
TOTAL



8. GST

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

Annexure 1 to Attachment 3: Independent Certifier Payment Claim**Payment Claim**

(Section 1 to Attachment 3 payment claim pro forma)

Pursuant to section 1 of Attachment 3, payment claim as summarised below:

Independent Certifier for Black Hill to Tomago – Payment Claim Summary					
Payment claim number:					
Date:					
Period to:					
Payment Schedule reference	Description	Project Amount (excluding GST)	Previous claimed to date	Current claim	Total claimed to date
4(a)(i)	Design Verification Services				
4(a)(ii)	Construction Verification Services				
4(a)(ii)a.	Landscaping Maintenance Verification Services				
4(a)(ii)b.	Construction Verification Services during the period from the expiry of the Landscaping Maintenance Period until expiry of the last Defects Correction Period				
	IC Lump Sum Payment Total				

Attachment 4 – Information from Tenderer's Returnable Schedules



Attachment 5 - Minimum Surveillance by Independent Certifier during the Contractor's Activities

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Activities	Minimum Frequency for Type B Category of the Contractor's Activities
<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>Weekly</p> <p>Immediately after each traffic switch and monthly thereafter</p> <p>Daily</p>

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Activities	Minimum Frequency for Type B Category of the Contractor's Activities
<p>Work Health and Safety Surveillance Inspect and monitor the Contractor's Activities on the Construction Site for compliance with the work, health and safety provisions of the D&C 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 Activities. 	<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>Monthly</p>	<p>Monthly</p>
<p>Monitor on-site design changes.</p>	<p>All changes</p>	<p>All changes</p>
<p>Check that the Project Works and Temporary Works are being constructed using Design Documentation in compliance with clauses 12.2 to 12.6 of the D&C Deed.</p>	<p>50% of design lots</p>	<p>50% of design lots</p>
<p>Check that durability requirements of the Project Works are being addressed and satisfied.</p>	<p>20% of design lots</p>	<p>20% of design lots</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>Each trial and test</p>	<p>Each trial and test</p>
<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>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>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 D&C Deed.</p>	<p>Daily</p>	<p>Daily</p>

Surveillance Activity	Minimum Frequency for Type A Category of the Contractor's Activities	Minimum Frequency for Type B Category of the Contractor's Activities
Inspect Construction Site circumstances where significant non-conformities are or are likely to be reported.	Each occurrence	Each occurrence
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. 	} Daily	} Daily
Monitor the implementation of significant approved NCR dispositions.	All dispositions	All dispositions
Quality Product Surveillance Monitor and inspect foundation and subgrade preparation 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.	Daily	Daily
Monitor and inspect: <ul style="list-style-type: none"> • water testing and grouting. 	} Initial testing, grouting and stressing and twice/week thereafter	} Initial testing, grouting and stressing and twice/week thereafter
Monitor and inspect: <ul style="list-style-type: none"> • preparation and testing of grout test specimens. 	} Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter	} Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter.
Monitor and inspect preparation of shotcrete test specimens	Monthly	Monthly
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. 	Monthly Each mix Monthly	Monthly Each mix Monthly

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

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

For the purposes of this Attachment 5 to this Deed:

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

Attachment 6 - 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 Independent Certifier's internal and external lines of authority, communication and reporting, including those with the Principal's Representative and the Contractor;
- (d) the identification of delegated authorities of the Independent Certifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Independent Certifier;
- (e) the proposed timing of progressive performance of the Services, including the timing for conducting audits of Project Plans and other aspects of the Contractor's Activities;
- (f) Hold Point and Witness Point requirements, including the identification of all Witness Points and Hold Points required by the Independent Certifier, in the form of a schedule which identifies all Hold Points to be released by the Independent Certifier;
- (g) the Independent Certifier's comprehensive plans for:
 - 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 D&C 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 Independent Certifier'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 Independent Certifier'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 the Principal 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 Independent Certifier'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 (Independent Certifier's Certificate - Payment Claim) to the D&C 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; and
- I. verification of the rectification by the Contractor of non-conformities.

Attachment 7 - Insurance Schedule

TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	QUALIFICATIONS
Principal Arranged Insurance (TfNSW)				
The details of the policy below is provided in the icare policy documents. A copy of these may be provided upon request. Capitalised terms which are not defined in the deed are defined in the sample policy documents.				
1. Public and Products Liability	Public and Products Liability: \$ [REDACTED] Each and every occurrence	Maintained from the date of the D&C Deed until the Date of Opening Completion - [REDACTED]	The Principal has arranged policies of third party liability insurance.	
Independent Certifier Arranged Insurance				
2. Professional indemnity	\$ [REDACTED] any one claim and in the annual aggregate, Maximum excess of \$ [REDACTED]			
3. Motor Vehicle	\$20 million For any single occurrence			
4. Workers Compensation	As per the relevant Workers Compensation legislation			

Definitions and Notes:

1. In this Attachment 7 (Insurance Schedule), "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 NSW Self Insurance Corporation (ABN 97 369 689 650); or
 - (e) 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 Insurer agrees to waive all rights of subrogation that they may have or acquire against the Principal where required to do so under the contract.

Attachment 8 - Insurance Policy Wording

See over page for early works insurance effected as at the date of this deed. The Principal will provide the Independent Certifier with policy wording for the full policy effected in accordance with clause 7.1(a)(ii)(B) of the D&C Deed within a reasonable time of it being effected.

Attachment 9 - Independent Certifier's Personnel

1. Minimum Resources Commitment

The Independent Certifier acknowledges and agrees that the minimum levels of resources, including man- days, set out in this Attachment 9 to this Deed are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Independent Certifier to perform the Services in accordance with this Deed.

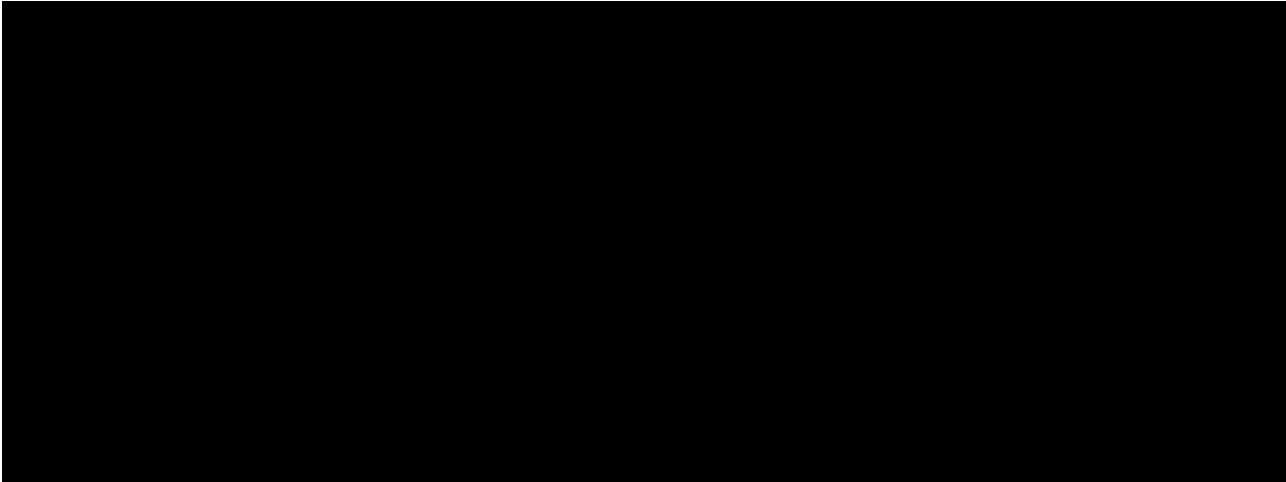
References to "days" exclude public holidays and include only those days which are stated in the Contract Program as working days.

References to "full time" mean full time across either or both the Southern Package and Northern Package.

1.1 Design Verification

The Independent Certifier 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 Activities, until all discrete design elements have passed IFC Design Documentation Stage	During performance of construction activities associated with the Contractor's Activities, including until the expiry of the last "Defects Correction Period"
[Redacted Content]			



1.2 Construction Verification

The Independent Certifier 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
Independent Certifier's Representative, Construction		Full time during the performance of the Contractor's Activities, and to be based on the Construction Site full time Monday to Saturday inclusive during the construction of the Project Works and Temporary Works
Senior Project Engineer – Civil and Structural Works construction (1 No.)		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.
Project Engineer – Civil Works Construction (1 No.)		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 – Civil Works Construction (1 No.)		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
Project Engineer – Structural Works Construction (1 No.)		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
Project Engineer – Structural Works Construction (1 No.)		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 (3 No.)		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		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

(2 No.)		
Document Controller/Site Administrative assistant (1 No.)		Based on the Construction Site full time Monday to Friday inclusive during the construction of the Project Works and Temporary Works

1.3 Landscaping Maintenance Verification

The Independent Certifier 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 Commitment
Independent Certifier's Representative, Construction		Part Time, 36 days (Full Time Equivalent)
Surveillance Officer		Part Time, 36 days (Full Time Equivalent)

1.4 Construction Verification Services during the period from the expiration of the Landscaping Maintenance Period until the expiration of the last Defects Correction Period

The Independent Certifier 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 Commitment
Independent Certifier's Representative, Construction		Part Time, 6 days (Full Time Equivalent)
Surveillance Officer		Part Time, 6 days (Full Time Equivalent)

2. Minimum Ability, Knowledge, Skill, Expertise and Experience of Independent Certifier's Personnel

2.1 Independent Certifier's project director

- The Independent Certifier'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 Activities.
- The Independent Certifier's project director must at all times have authority to act on behalf of the Independent Certifier in respect of the Services.

2.2 Independent Certifier's Representative for the Design Verification Services

The Independent Certifier'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 Independent Certifier's Representative for the Construction Verification Services

The Independent Certifier'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 Activities 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 Activities 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 Activities 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 Activities 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.

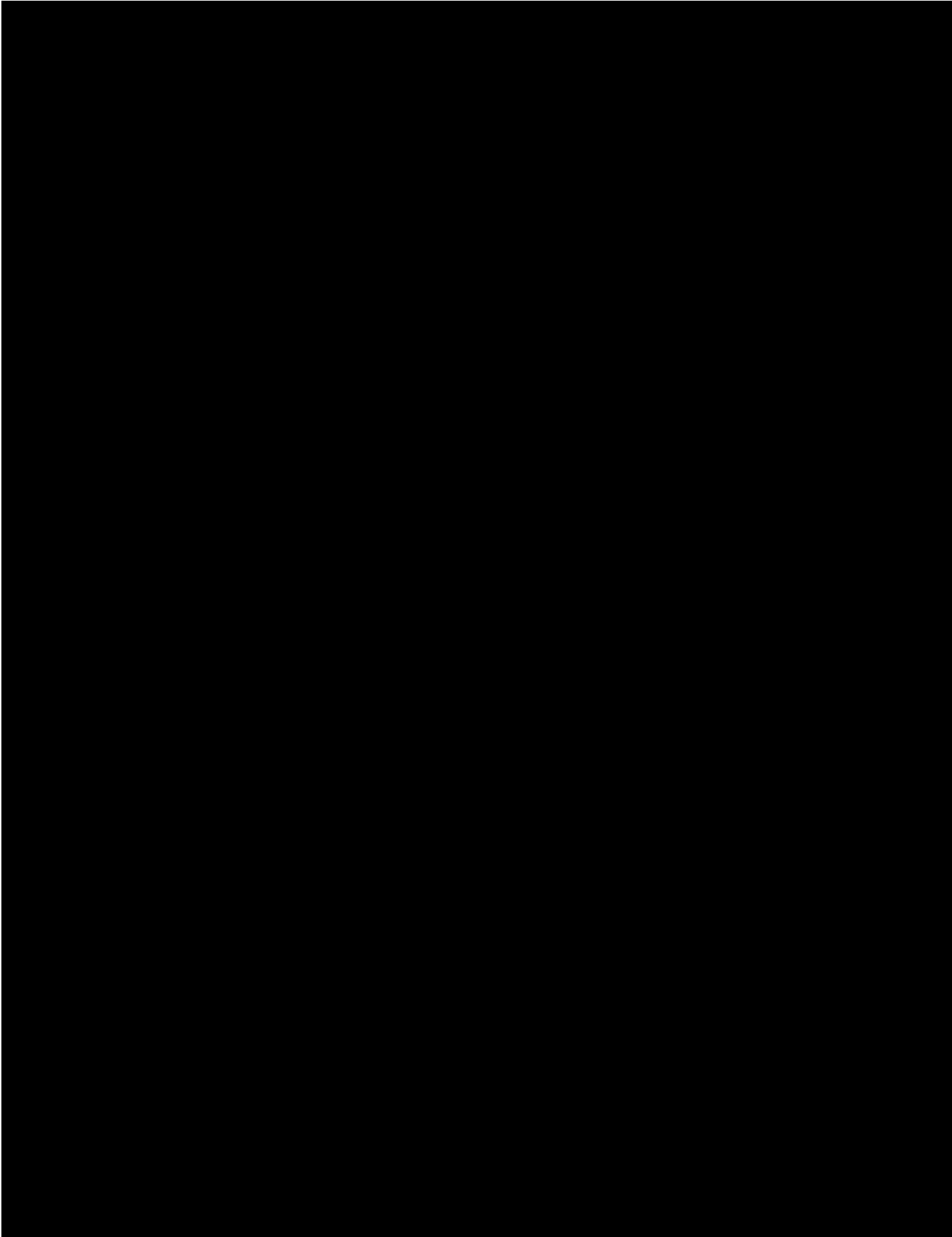
2.8 Surveillance Officer – Structural Works Construction

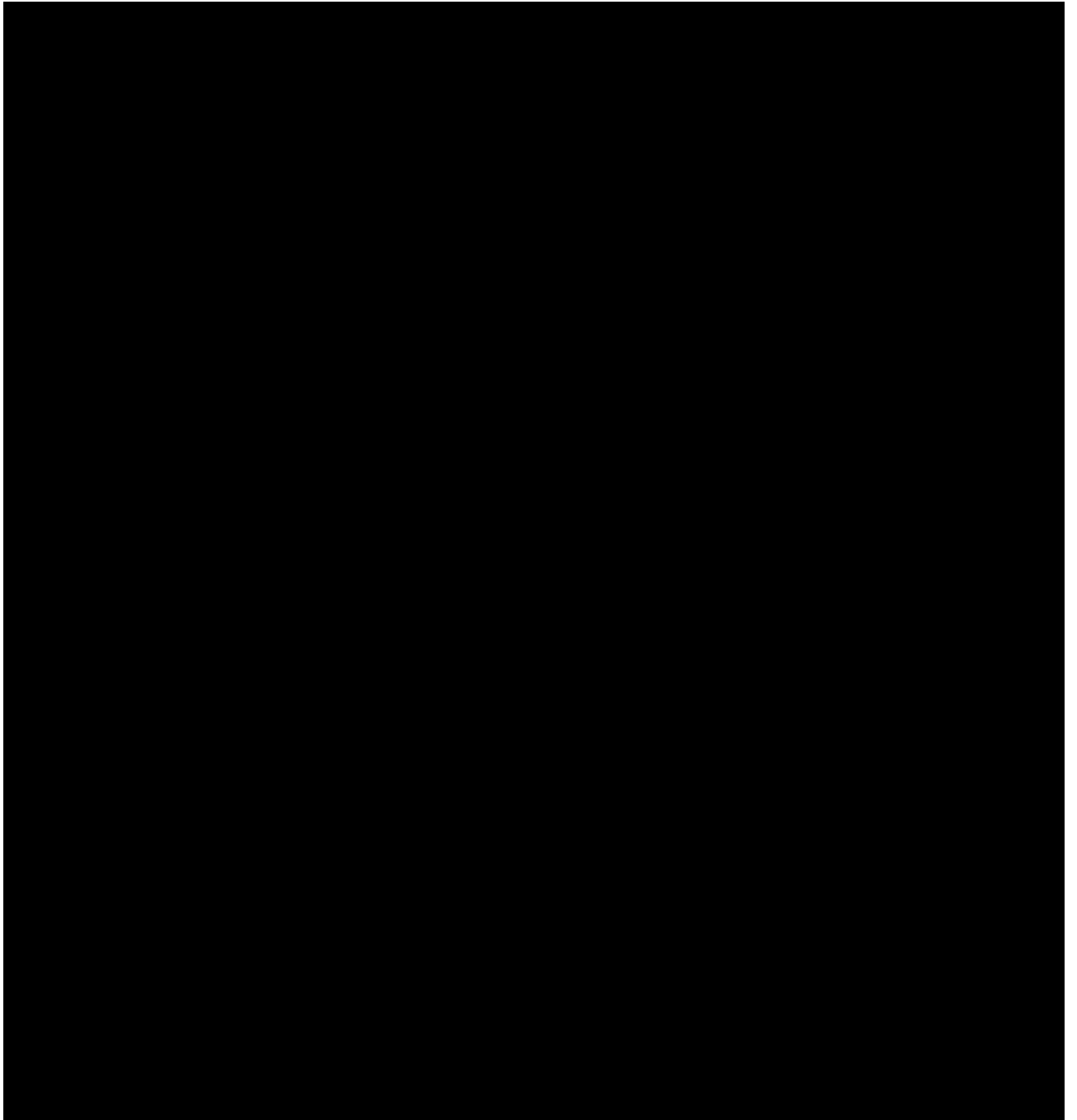
The surveillance officer - structural works construction must have at least 15 years of experience in the civil engineering construction industry and at least 10 years in surveillance of the construction of structures, including piling, concrete work, precasting, prestressing, steel fabrication and erection.

2.9 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.

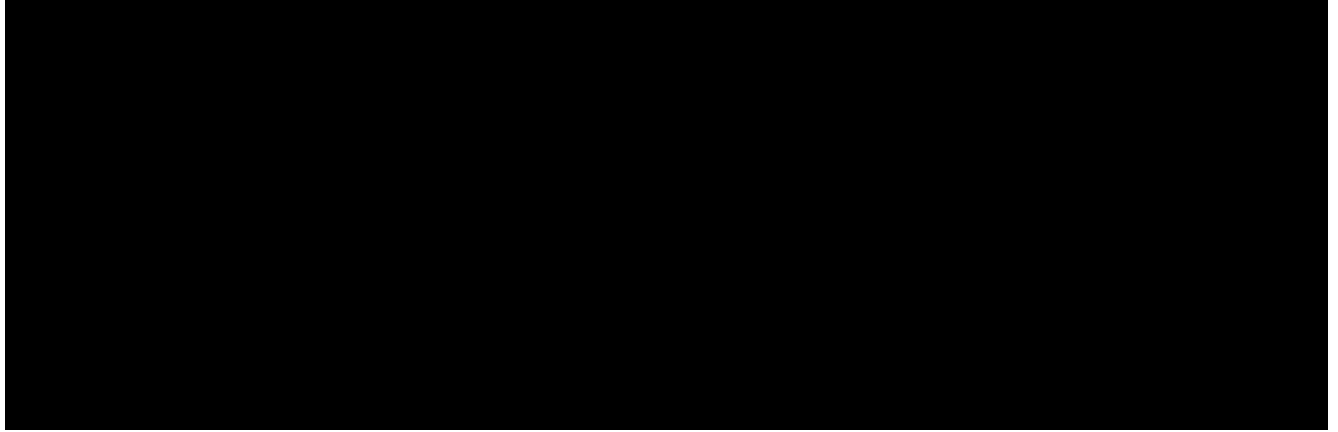
Attachment 10



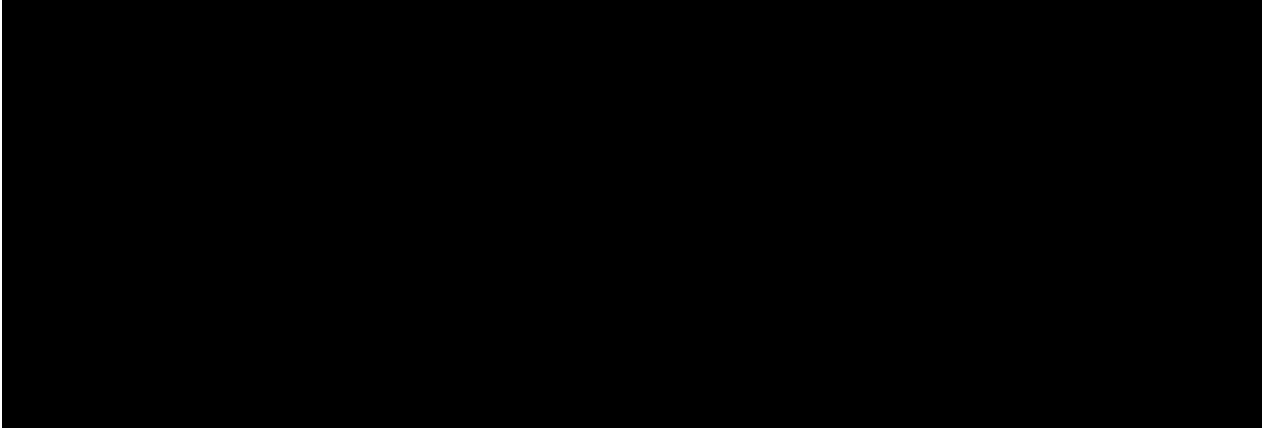


Executed and delivered as a deed.

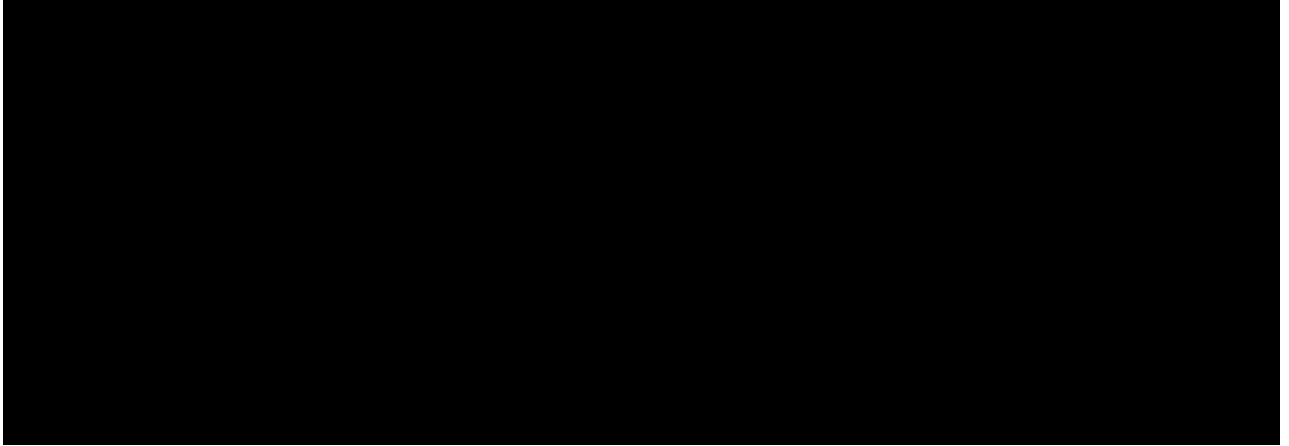
Executed for and on behalf of **Transport for NSW**
(ABN 18 804 239 602) by its authorised delegate in the
presence of::



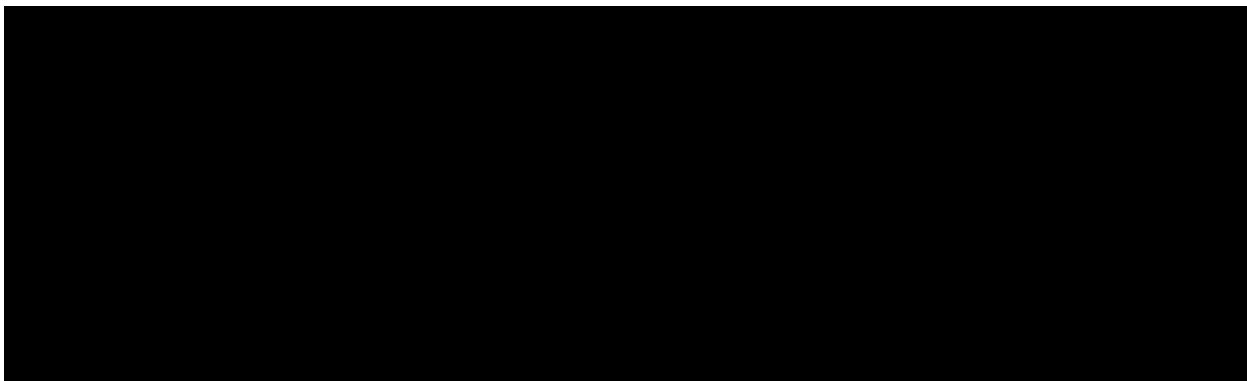
Executed for John Holland Pty Ltd (ABN 11 004 282 268) by its attorney under Power of Attorney dated 10 January 2023 in the presence of:



Signed Sealed and Delivered for Gamuda Berhad (ARBN 632 738 768) a company incorporated in Malaysia on 6 October 1976 under the Companies Act 1965, and bearing Company Registration number 197601003632 (29579-T) by its attorney under Deed of Authorisation dated 3 June 2022 in the presence of:



Executed by Aurecon Australasia Pty Ltd (ABN 54 005 139 873) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):



Executed by AECOM Australia Pty Ltd
(**ABN 20 093 846 925**) in accordance with section
127(1) of the *Corporations Act 2001* (Cth):

