



# Western Harbour Tunnel and Beaches Link

Warringah Freeway Upgrade  
Incentivised Target Cost Contract

Contract No: TfNSW 20.0000301755.1100

Schedules

Volume 2 of 2

Part E - CONSTRUCTION SITE ACCESS, PLANNING  
APPROVAL AND THIRD PARTY REQUIREMENTS

**PART E – CONSTRUCTION SITE ACCESS, PLANNING APPROVAL AND THIRD PARTY REQUIREMENTS**

## **SCHEDULE E1. – CONSTRUCTION SITE AND RELATED DRAWINGS**

(Clauses 1.1, 1.2)

### **1. INTRODUCTION AND GENERAL**

#### **1.1 Construction Site**

This Schedule E1 identifies and describes the Construction Site, Site Access Dates, Site Access Expiry Dates, and conditions of access under this deed.

#### **1.2 General**

- (a) Without limiting the Contractor's other obligations under this deed in relation to the Construction Site (including clause 7 and any other provision of this deed affecting access), the Contractor, must, in executing the Contractor's Activities, comply with the requirements set out in this Schedule E1.
- (b) The Contractor will be given access to the parts of the Construction Site at the times and subject to the compliance by the Contractor with the terms and conditions of this deed (including set out in this Schedule E1).
- (c) Subject to clause 1.2(d) of this Schedule E1, areas in the Site Access Area Drawing contain the land enclosed by the plan area represented for that area in the Site Access Area Drawing.
- (d) Areas in the Site Access Area Drawing are unrestricted in height and depth above and below the plan area represented in the Site Access Area Drawing, unless a limit is specified in the Site Access Area Drawing or in this Schedule E1.
- (e) In this Schedule E1 "**Site Access Area Drawing**" means the drawings described in Table 1.

### **2. SITE ACCESS AREA DRAWINGS**

The drawings referred to in Table 1 and which form part of this Schedule E1 (*Construction Site and related drawings*) are contained in Schedule G1 (*Electronic Files*) as electronic files.

**Table 1      Site Access Area Drawing**

<b>Electronic File Reference</b>	<b>Type</b>
Schedule E1 (SAS Drawings)	.pdf

### **2. INTRODUCTION**

#### **2.1 Introduction**

This Schedule E1 describes:

- (a) the Works Site, Temporary Areas and Local Areas forming parts of the Construction Site;
- (b) the Site Access Dates and Site Access Expiry Dates for those parts of the Construction Site; and

- (c) the restrictions on access, possession and use that will apply to the Contractor's access to or use of each of those parts of the Construction Site.

### **3. WORKS SITE, TEMPORARY AREAS AND LOCAL AREAS**

#### **3.1 Works Site**

The Works Site is all of the land shaded blue in the Site Access Area Drawing.

#### **3.2 Temporary Areas**

The Temporary Areas are all of the land shaded in orange in the Site Access Area Drawing.

#### **3.3 Local Areas**

The Local Areas forming part of the Construction Site are all of the land shaded in green in the Site Access Area Drawing.

### **4. SITE ACCESS SCHEDULE**

#### **4.1 General**

This clause 4 identifies the Site Access Dates and Site Access Expiry Dates for the Construction Site and any conditions of access or restriction in height or depth that apply to those areas.

#### **4.2 Conditions of Access**

- (a) Without limiting any other obligation of the Contractor, the following conditions of access apply to the Contractor's access to the Construction Site:
  - (i) the Contractor must establish each part of the Construction Site for which it has access to the extent required to undertake the Contractor's Activities;
  - (ii) the removal of any trees is subject to the prior written approval of the Principal's Representative; and
  - (iii) the Contractor must comply with the conditions of all leases, licences and easements under which the Principal is entitled (as against the owner of a part of the Construction Site) to have access to a part of the Construction Site (including any Third Party Agreements).
- (b) Further conditions upon which access to each area of the Construction Site is granted to the Contractor by the Principal are set out in Table 2 below.

#### **4.3 Site Access Dates**

The Site Access Date for each area of the Construction Site is set out in Table 2 below.

#### **4.4 Site Access Expiry Dates**

The Site Access Expiry Date for each area of the Construction Site is set out in Table 2 below.

#### **4.5 Handback conditions**

- (a) In respect of any Temporary Areas, Local Areas or residual areas of the Works Site not required for the WFU Works which are handed back to the Principal or an

Interface Contractor (each a **Handback Area**), the Contractor must, in addition to complying with the requirements of this deed and any relevant Interface Deed:

- (i) at least 6 months prior to the anticipated handback date for the Handback Area as stipulated in this deed or the relevant Interface Deed, agree with the Principal and the relevant Interface Contractor a process for handback of the Handback Area (and failing agreement the process will be reasonably determined by the Principal); and
- (ii) at the date of handback for a Handback Area, provide to the Principal and the relevant Interface Contractor (if any) a handback checklist with the following minimum information in relation to the relevant Handback Area:
  - (A) the address, location and reference number for the Handback Area;
  - (B) certification from the Independent Certifier that the relevant Project Works or Temporary Works have been completed in accordance with this deed or the relevant Interface Deed(as applicable);
  - (C) the pre-dilapidation condition and the post-dilapidation condition reports in respect of the Handback Area;
  - (D) as built documentation in respect of the Handback Area prepared by a registered surveyor;
  - (E) a pre-survey and post-survey, with the post-survey having been prepared by a registered surveyor to enable registration of the parcel with the land titles office; and
  - (F) information in relation to contamination required by RMS Specification G36 as attached in Appendix D.4 of the SWTC.
- (b) Where the Handback Area is vacant land, the Contractor must ensure that at the time of handback it is appropriately secured and chain-wire fenced with a gate.
- (c) The Contractor must ensure that at the time of handback of a Handback Area, any boundary fences located on the boundaries of the Handback Areas are repaired and reinstated.

**Table 2 Site Access Schedule**

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
1	Lot 1 DP69518	Site Access Area 1 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
2	Lot 1 DP743862	Site Access Area 2 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
3	Lot 1 DP743861	Site Access Area 3 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
3a	Lot 1 DP743861	Site Access Area 3a in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
4	Lot 1 DP743851	Site Access Area 4 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
4a	Lot 1 DP743851	Site Access Area 4a in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
5	Lot 1 DP737746	Site Access Area 5 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
6	Not used	Not used Access Area Drawing	Not used	Not used	Not used

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
7	Lot 1 DP743857	Site Access Area 7 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
7a	Lot 1 DP743857	Site Access Area 7a in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
8	Not used	Not used	Not used	Not used	Not used
9	Not used	Not used	Not used	Not used	Not used
10	Lot 40 DP828060	Site Access Area 10 in Sheet 1 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
11	Lot 19 DP849663	Site Access Area 11 in Sheet 1 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to:	[REDACTED]	Not applicable
			<ul style="list-style-type: none"> <li>• the Sydney Harbour Tunnel Interface Deed with Sydney Harbour Tunnel Company; and</li> <li>• the Sydney Harbour Tunnel Interface Deed with the new operator (if directed as a Pre-Agreed Variation)</li> </ul>		
12	High Street	Site Access Area 12 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
13	Not used	Not used	Not used	Not used	Not used

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
14	Not used	Not used	Not used	Not used	Not used
15	Lot 1 DP536871	Site Access Area 15 in Sheet 2,3 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
16	Lot 25 DP849663	Site Access Area 16 in Sheet 1,2,3 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to: <ul style="list-style-type: none"><li>• the Sydney Harbour Tunnel Interface Deed with Sydney Harbour Tunnel Company; and</li><li>• the Sydney Harbour Tunnel Interface Deed with the new operator (if directed as a Pre-Agreed Variation)</li></ul>	[REDACTED]	Not applicable
17	Lot 15 DP816476	Site Access Area 17 in Sheet 1,2 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
18	Lot 15 DP785020	Site Access Area 18 in Sheet 2,3 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
19	Lots 1&2 DP1114390	Site Access Area 19 in Sheet 2,3 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to: <ul style="list-style-type: none"><li>• the Sydney Harbour Tunnel Interface Deed with Sydney Harbour Tunnel Company; and</li><li>• the Sydney Harbour Tunnel Interface Deed with the new operator (if directed as a Pre-Agreed Variation)</li></ul>	[REDACTED]	Not applicable

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
20	Lot 22 DP849663	Site Access Area 20 in Sheet 1,2 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to: <ul style="list-style-type: none"> <li>• the Sydney Harbour Tunnel Interface Deed with Sydney Harbour Tunnel Company; and</li> <li>• the Sydney Harbour Tunnel Interface Deed with the new operator (if directed as a Pre-Agreed Variation)</li> </ul>	[REDACTED]	Not applicable
23	Lot 20 DP849663	Site Access Area 23 in Sheet 2 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to: <ul style="list-style-type: none"> <li>• the Sydney Harbour Tunnel Interface Deed with Sydney Harbour Tunnel Company; and</li> <li>• the Sydney Harbour Tunnel Interface Deed with the new operator (if directed as a Pre-Agreed Variation)</li> </ul>	[REDACTED]	Not applicable
31a	Alfred Street North	Site Access Area 31a in Sheet 2,4 of Site Access Area Drawing	Access is subject to the Contractor maintaining access to all private residences at all times	[REDACTED]	Not applicable
31b	Alfred Street North	Site Access Area 31b in Sheet 2,4, 5, 6 of Site Access Area Drawing	Access is subject to the Contractor maintaining access to all private residences at all times	[REDACTED]	Not applicable
31c	Alfred Street North	Site Access Area 31c in Sheet 1,2 of Site Access Area Drawing	Access is subject to the Contractor maintaining access to all private residences at all times	[REDACTED]	Not applicable

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
32	Warringah Freeway	Site Access Area 32 in Sheet 1,2,3,4,5,6 of Site Access Area Drawing	Not applicable	[REDACTED]	To the extent Handover Areas 2, 3 or 6 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
32a	Warringah Freeway	Site Access Area 32a in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
33	Lot 4 DP1124008	Site Access Area 33 in Sheet 2,4 of Site Access Area Drawing	Not applicable	[REDACTED]	To the extent Handover Area 2 forms part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
34	Lot 7 DP1130306	Site Access Area 34 in Sheet 4 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
35	Lot 15 DP250372	Site Access Area 35 in Sheet 4 of	Access is subject to the requirements of Schedule E3 and E4 with respect to the	[REDACTED]	Not applicable

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
		Site Access Area Drawing	North Sydney Council Interface Agreement		
36	Lot 16 DP250372	Site Access Area 36 in Sheet 4 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
37	Lot 26 DP250372	Site Access Area 37 in Sheet 4 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
38	Lot 7 DP1129475	Site Access Area 38 in Sheet 4 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
39	Lot 78 DP1129479	Site Access Area 39 in Sheet 4 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
40	Lot 18 DP250372	Site Access Area 40 in Sheet 4,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
41	Lot 20 DP250372	Site Access Area 41 in Sheet 4,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
42	Lot 85 DP1147517	Site Access Area 42 in Sheet 4,5 of Site Access Area Drawing	Access is subject to the Contractor maintaining access to the public/private carpark at all times	[REDACTED]	Not applicable
43	Miller Street	Site Access Area 43 in Sheet 6 of	Not applicable	[REDACTED]	Not applicable

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
		Site Access Area Drawing			
44	Lot 84 DP1147517	Site Access Area 44 in Sheet 4,5 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
45	Lot 83 DP1147517	Site Access Area 45 in Sheet 4,5 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
46	Lot 8 DP828726	Site Access Area 46 in Sheet 4,5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
47	Lot 6 DP828726	Site Access Area 47 in Sheet 4,5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
48	Lot 1 DP220909	Site Access Area 48 in Sheet 6 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
49	Merlin Street	Site Access Area 49 in Sheet 5 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
50	Lot 2 DP220909	Site Access Area 50 in Sheet 6 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
51	Lot A DP933263	Site Access Area 51 in Sheet 5,6 of	Not applicable	[REDACTED]	Not applicable

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
		Site Access Area Drawing			
52	Park Avenue	Site Access Area 52 in Sheet 5 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
53	Ernest Street	Site Access Area 53 in Sheet 5,6 of Site Access Area Drawing	Not applicable	[REDACTED]	To the extent Handover Areas 5 or 6 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
53a	Ernest Street	Site Access Area 53a in Sheet 5 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
53b	Ernest Street	Site Access Area 53b in Sheet 5,6 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
54	Lot 6 DP244543	Site Access Area 54 in Sheet 5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Areas 5 or 6 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
					Portion that corresponds to that Handover Area as specified in Schedule A2
55	Anzac Park	Site Access Area 55 in Sheet 5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
56	Anzac Park	Site Access Area 56 in Sheet 5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
57	Lot 7302 DP1136001	Site Access Area 57 in Sheet 5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Areas 1, 5, 6 or 9 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
58	Lot 5 DP244543	Site Access Area 58 in Sheet 5 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
59	Lot 4 DP244543	Site Access Area 59 in Sheet 5 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Area 6 forms part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
60	Lot 15 DP752067	Site Access Area 60 in Sheet 5 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
61	Lot 7303 DP1136001	Site Access Area 61 in Sheet 5 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Areas 1, 6, 8 or 9 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
62	Lot 15 DP1167731	Site Access Area 62 in Sheet 5,7 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
63	Lot 3 DP244543	Site Access Area 63 in Sheet 5 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Area 6 forms part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
64	Warringah Freeway; Miller Street; section of Cammeray Golf Course	Site Access Area 64 in Sheet 5,6,7 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Areas 4, 5, 6, 7 or 8 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
65	Lot 7302 DP1136001	Site Access Area 65 in Sheet 5 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Areas 6, 8 or 9 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
					specified in Schedule A2
66	Rosalind Street	Site Access Area 66 in Sheet 5,7 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	Not applicable
67	Lot 2 DP244543	Site Access Area 67 in Sheet 5 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the North Sydney Council Interface Agreement	[REDACTED]	To the extent Handover Areas 6 or 8 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as specified in Schedule A2
68	Lot 1 DP842282	Site Access Area 68 in Sheet 5 of Site Access Area Drawing	Not applicable	[REDACTED]	To the extent Handover Areas 4 or 7 form part of this Site Access Area, the Site Access Expiry Date for those Handover Areas is the Date of Completion of the Portion that corresponds to that Handover Area as

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
					specified in Schedule A2
69	Lot 2 DP842282	Site Access Area 69 in Sheet 5 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
70	SP 32423	Site Access Area 70 in Sheet 5 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
71	Lot B DP3222941	Site Access Area 71 in Sheet 5,7 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
72	Lot 2 DP2222370	Site Access Area 72 in Sheet 5,7 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
73	West Street overpass	Site Access Area 73 in Sheet 7 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
74	Warringah Freeway	Site Access Area 74 in Sheet 7,8 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
74a	Brook Street on ramp; Amherst	Site Access Area 74a in Sheet 7,8 of	Not applicable	[REDACTED]	Not applicable

Item Number	Lot and DP/SP Number	Area of Construction Site	Conditions of Access	Site Access Date	Site Access Expiry Date
		Site Access Area Drawing			
75	Brook Street underpass	Site Access Area 75 in Sheet 7,8 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
76	Warringah Freeway	Site Access Area 76 in Sheet 7,8 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
77	Merrenburn Avenue overpass	Site Access Area 77 in Sheet 8 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
79	Warringah Freeway; Willoughby Road overpass	Site Access Area 79 in Sheet 8 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
80	Military Road ramp	Site Access Area 80 in Sheet 4,5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the Lane Cove Tunnel Interface Deed	[REDACTED]	Not applicable
81	Military Road ramp	Site Access Area 81 in Sheet 4,5,6 of Site Access Area Drawing	Access is subject to the requirements of Schedule E3 and E4 with respect to the Lane Cove Tunnel Interface Deed	[REDACTED]	Not applicable
82	Cammeray Avenue	Site Access Area 82 in Sheet 5,6 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
82a	Anzac Park	Site Access Area 82a in Sheet 5,6 of	Access is subject to the requirements of Schedule E3 and E4 with respect to the	[REDACTED]	Not applicable

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
		Site Access Area Drawing.	North Sydney Council Interface Agreement		
83	Lot 24 DP779571	Site Access Area 83 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
83a	Lot 24 DP779571	Site Access Area 83a in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
84	Lot 24 DP779571	Site Access Area 84 in Sheet 1 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
85	Miller Street	Site Access Area 85 in Sheet 5, 7 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
86	Brook Street	Site Access Area 86 in Sheet 7, 8 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
87	Brook Street	Site Access Area 87 in Sheet 7, 8 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable
88	Miller Street	Site Access Area 88 in Sheet 6 of Site Access Area Drawing	Not applicable	[REDACTED]	Not applicable

<b>Item Number</b>	<b>Lot and DP/SP Number</b>	<b>Area of Construction Site</b>	<b>Conditions of Access</b>	<b>Site Access Date</b>	<b>Site Access Expiry Date</b>
89	Whaling Road	Site Access Area 89 in Sheet 2 of Site Access Area Drawing	Access is subject to the Contractor maintaining access to all private residences at all times.	[REDACTED]	Not applicable

## **SCHEDULE E2. –PLANNING APPROVAL**

(Clauses 1.1 and 6.2)

### **1. APPROVALS TO BE OBTAINED BY THE PRINCIPAL**

#### **1.1 Existing Approvals**

The Planning Approval.

#### **1.2 Future Approvals to be obtained by the Principal**

None.

### **2. OBLIGATIONS IN RESPECT OF THE PLANNING APPROVAL**

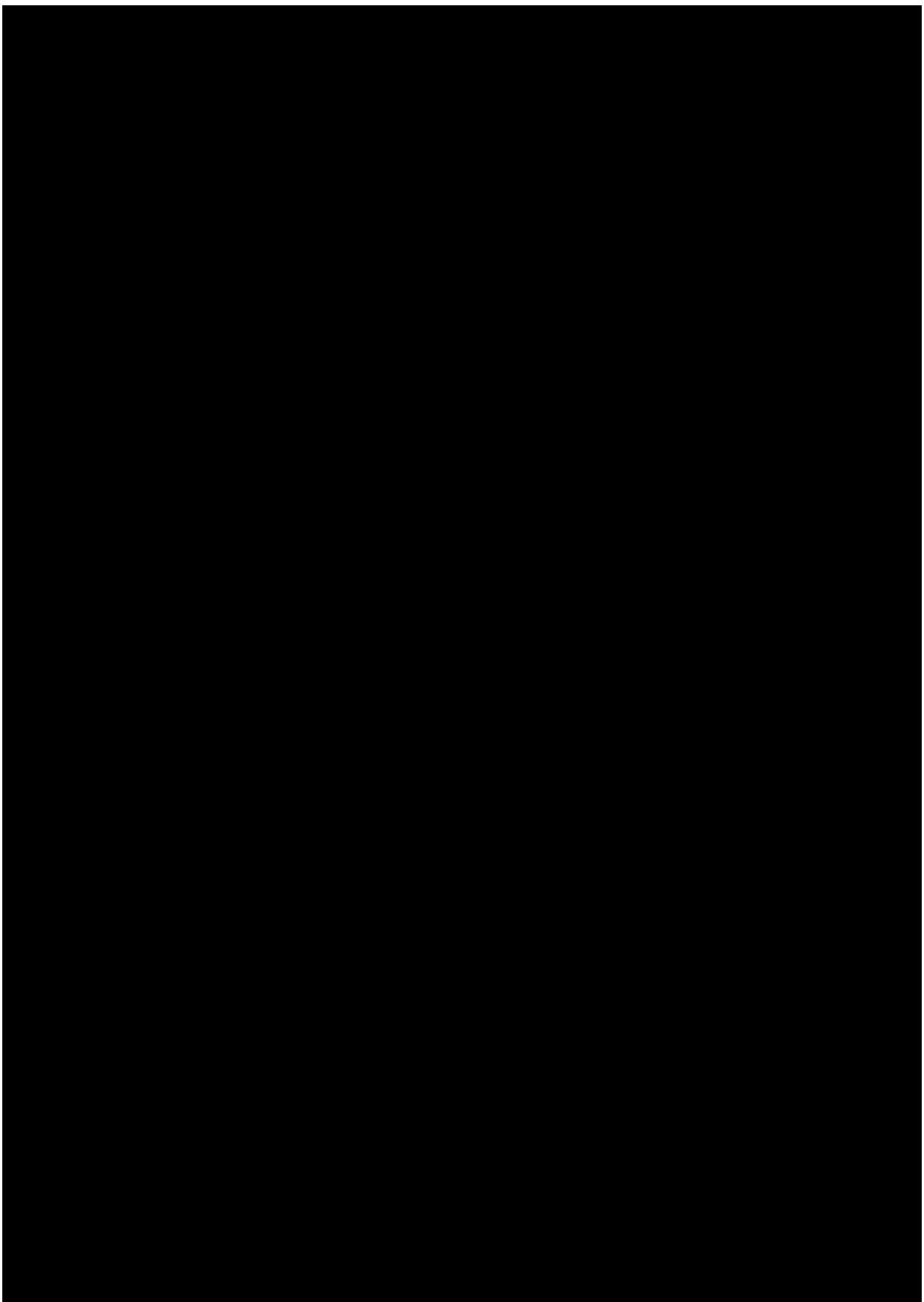
- (a) The Contractor must, in performing the Contractor's Activities, comply with all of the obligations, conditions and requirements of the Planning Approval, as if it were the Principal, to the extent that they relate to the Contractor's Activities except to the extent that this Schedule E2 provides that the Principal will comply with the obligation, condition or requirement or this Schedule E2 limits the Contractor's obligation in respect of that obligation, condition or requirement.
- (b) Nothing in this Schedule E2 in any way limits, affects or relieves the Contractor from complying with any obligation set out elsewhere in this deed.

### **3. THE PRINCIPAL'S OBLIGATIONS IN RESPECT OF PLANNING APPROVAL**

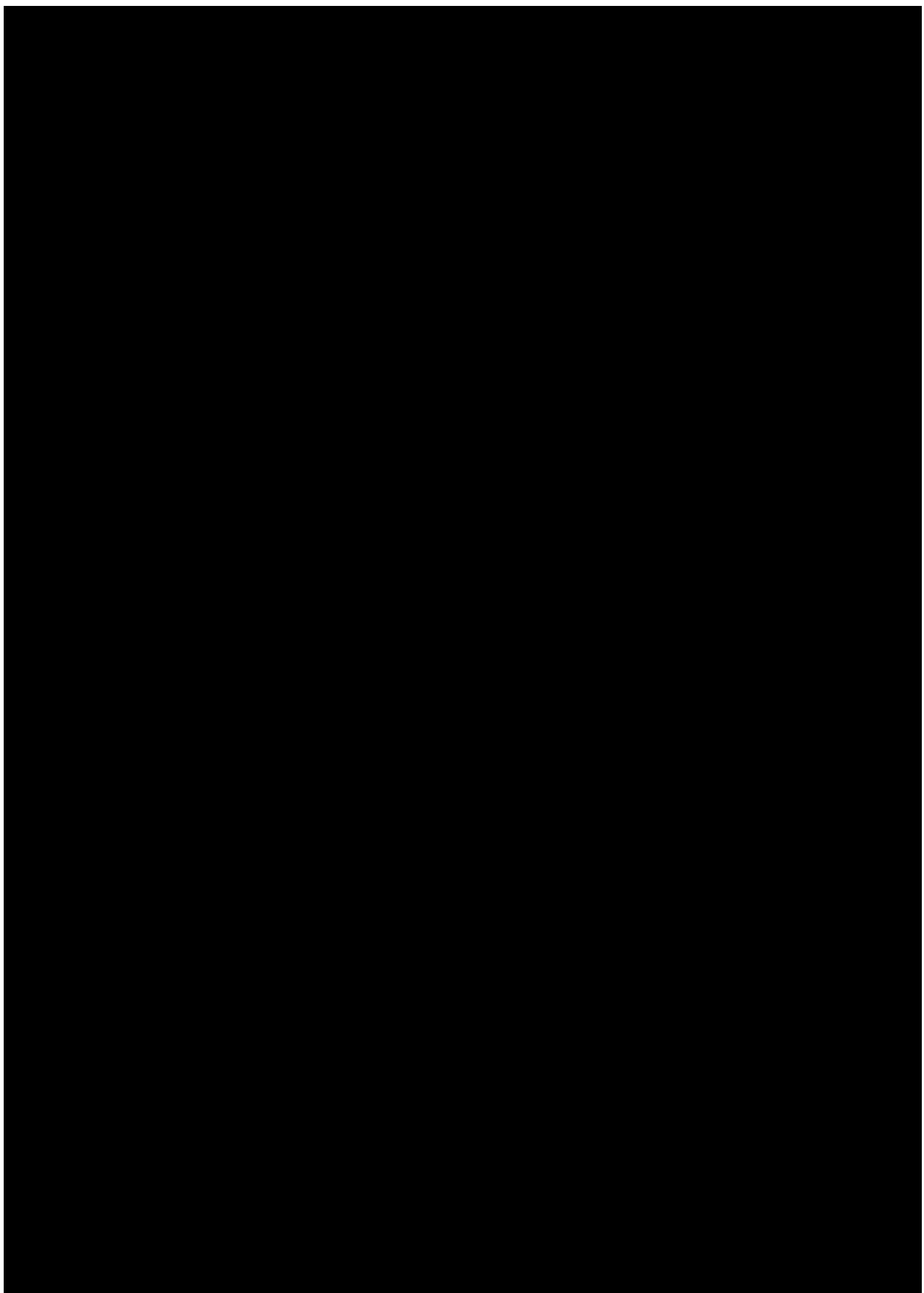
- (a) The Contractor must fulfil all the conditions and requirements of the Planning Approval to the extent related to the Contractor's Activities or the Works except to the extent the table below expressly states otherwise or expressly allocates responsibility to the Principal.
  - (b) The Principal is responsible for fulfilling any obligations to the extent that they arise or continue after the Date of Completion of a Portion, except to the extent the table below expressively states otherwise, or expressly allocates the responsibility to the Contractor.
  - (c) Any allocation of responsibility to the Principal (whether in full or in part) pursuant to this Schedule E2 will not limit any of the Contractor's obligations under this deed.
  - (d) The Contractor must provide information and assistance as reasonably required by the Principal to enable the Principal to comply with conditions for which the Principal is responsible (in full or in part) under this Schedule E2.
  - (e) Without limiting any other requirements of this deed, in respect of any plans, submissions, surveys, investigations, reports, programs, responses, studies or other documents required to be submitted by a conditions of the Planning Approval, and which this Schedule E2 indicates that the Principal will submit, the Contractor must:
    - (i) prior to their submission pursuant to the Planning Approval and in sufficient time to enable their submission in accordance with the Planning Approval, prepare, carry out and provide to the Principal any such plans, submissions, surveys, investigations, reports, programs, responses, studies or other documents:
- (A) requested by the Principal's Representative;

- (B) to the standard reasonably directed by the Principal's Representative; and
  - (C) within the time reasonably directed by the Principal's Representative or specified in the table below; and
- (ii) provide whatever other assistance and information the Principal's Representative reasonably requests within the time reasonably requested by the Principal's Representative.
- (f) Any document provided to the Principal under paragraph (e) must be of a standard and contain all relevant matters to enable it to be approved by an Authority if required by the terms of the Planning Approval.
- (g) The Principal:
    - (i) in submitting a document provided under paragraph (e) to an Authority does not represent or agree that the document is of a standard and contains all relevant matters to enable it to be approved by an Authority if required by the terms of the Planning Approval; and
    - (ii) will not be liable for any delays or other costs occasioned by an Authority electing not to approve any such document.

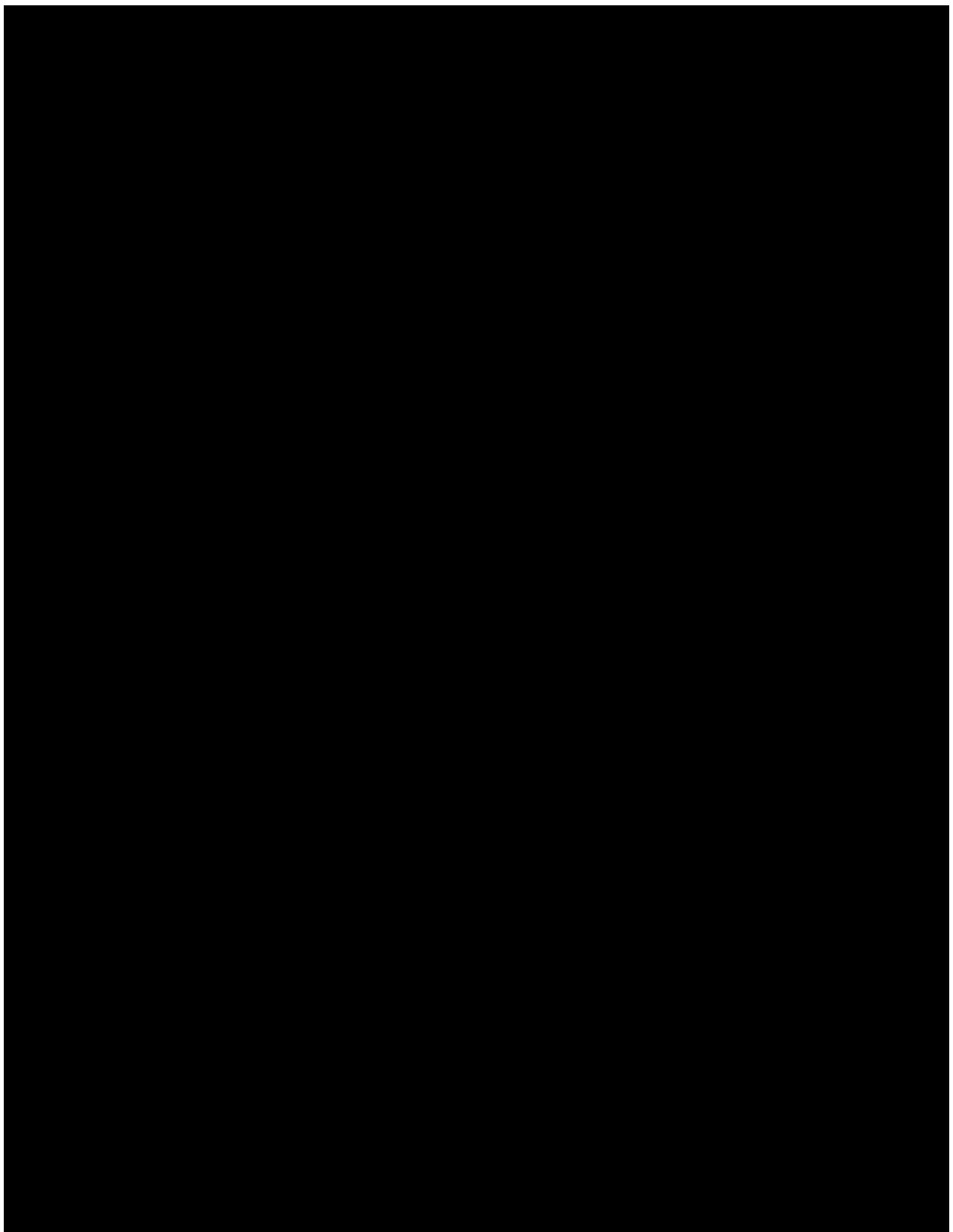


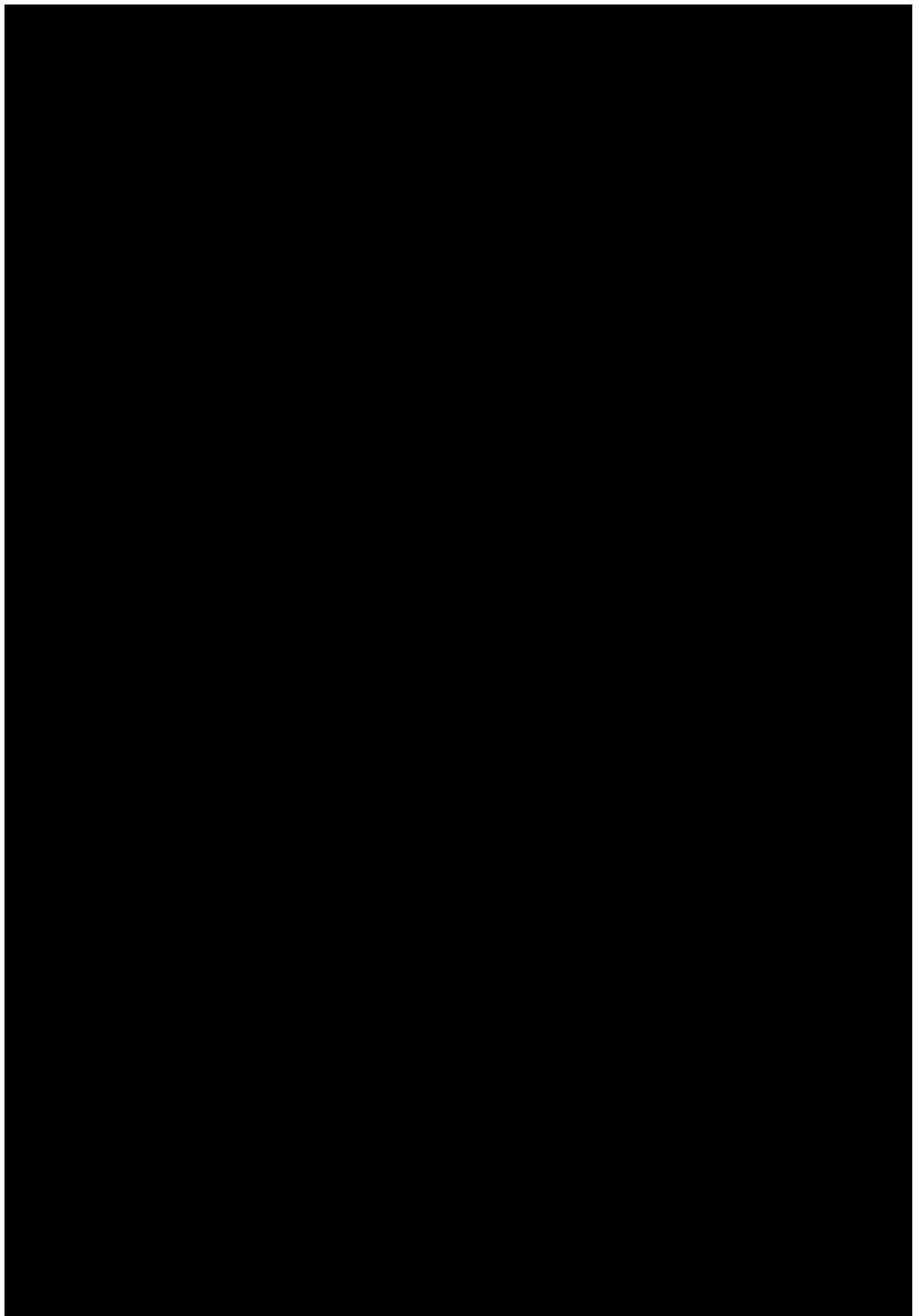


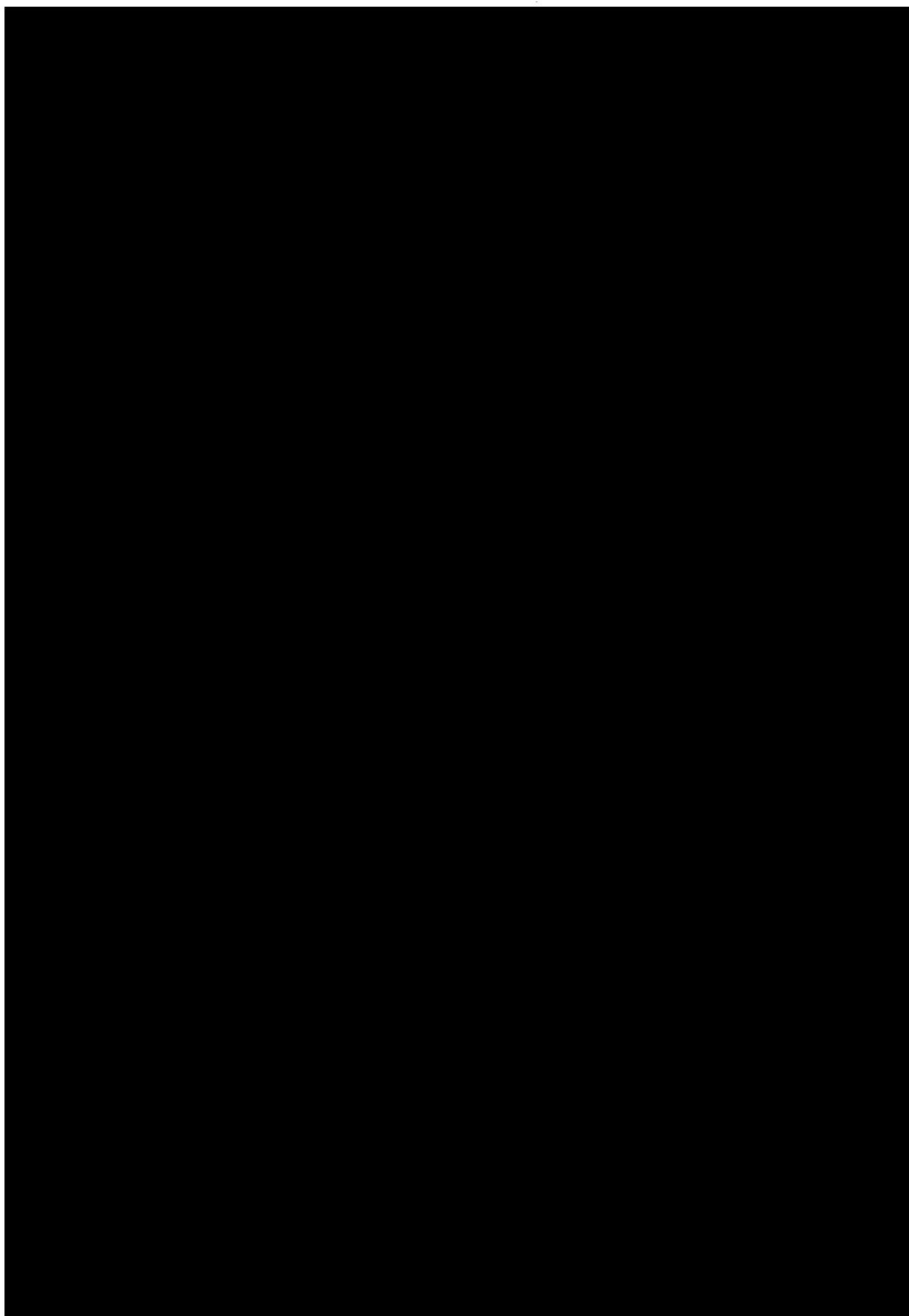






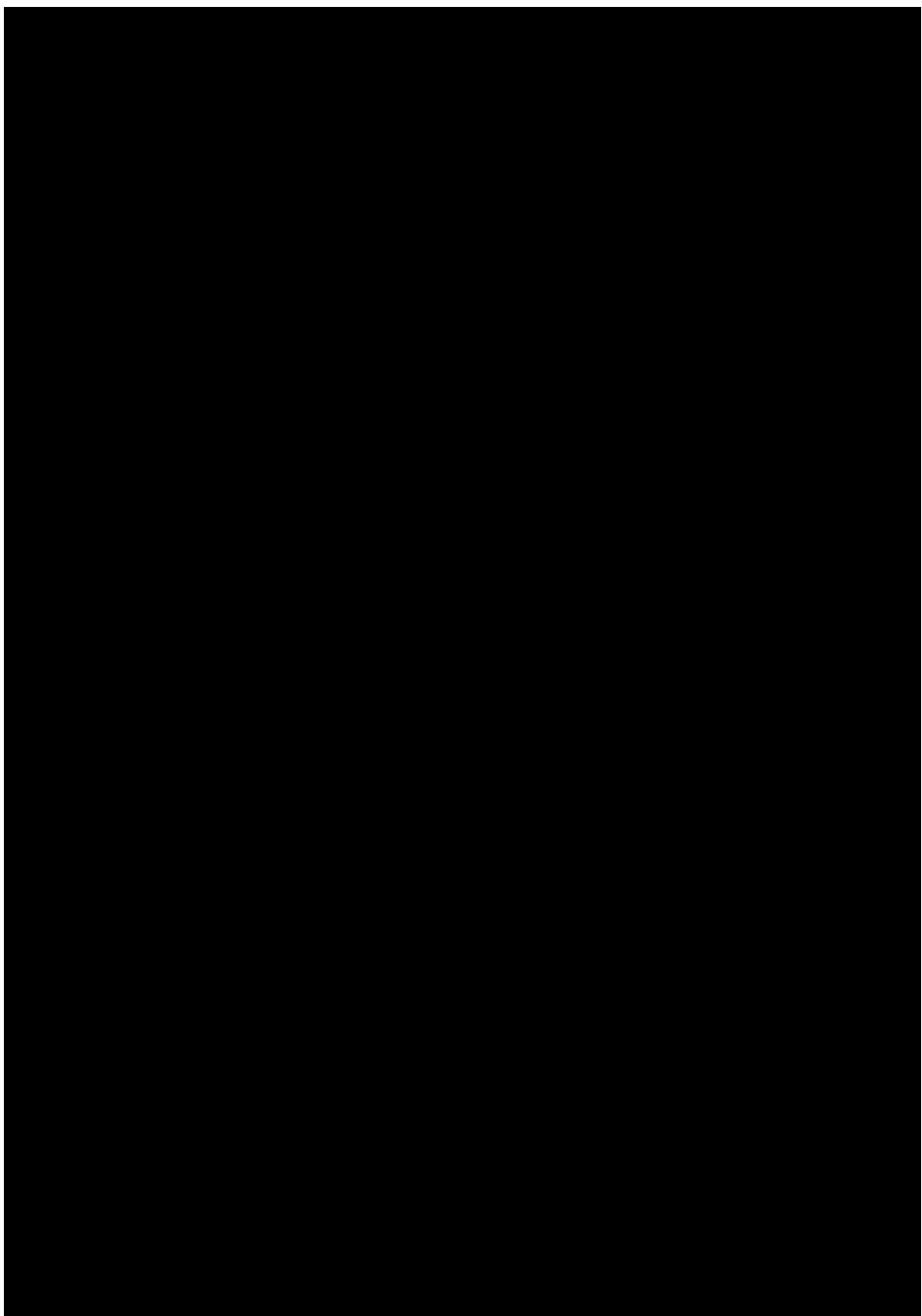






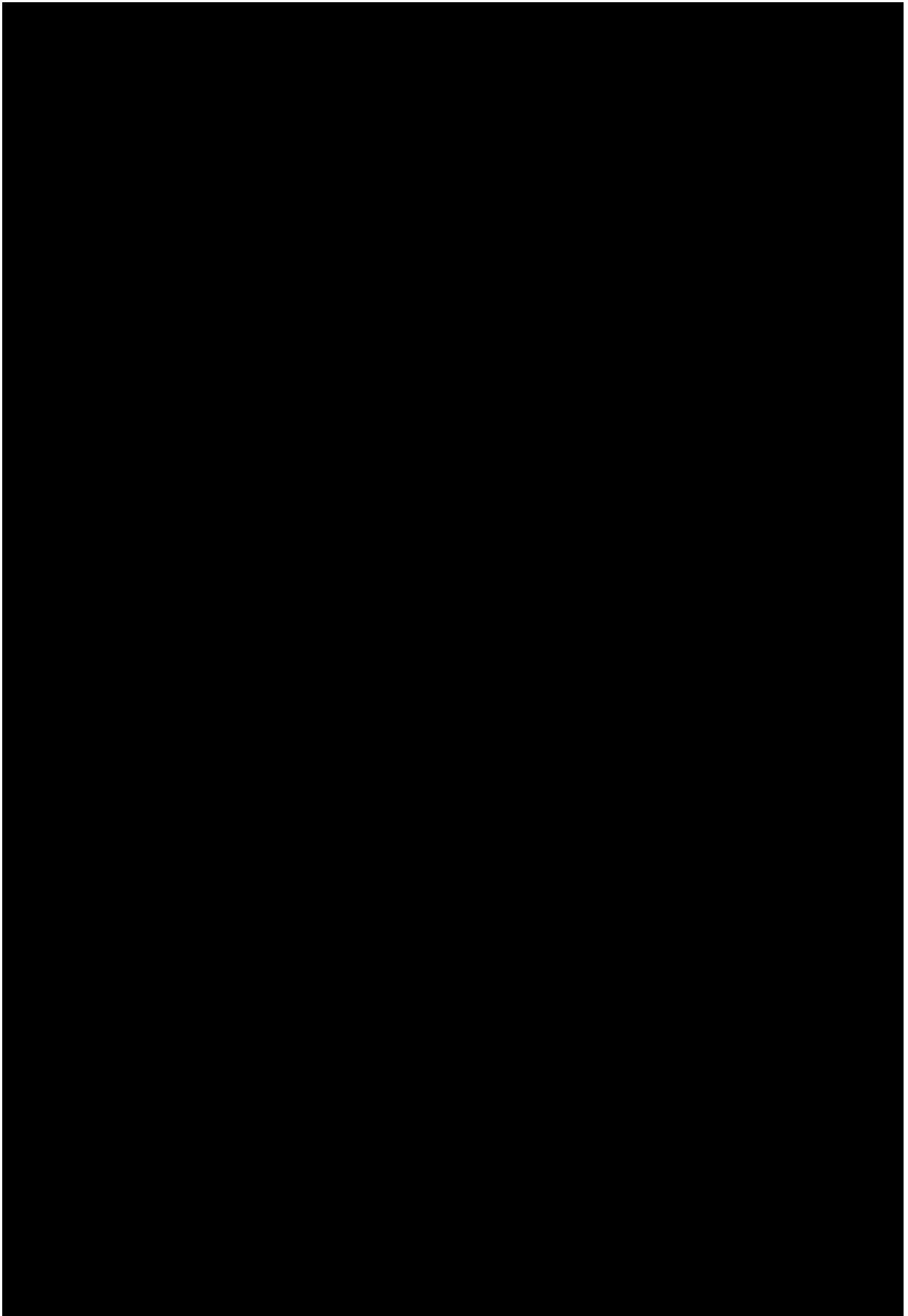


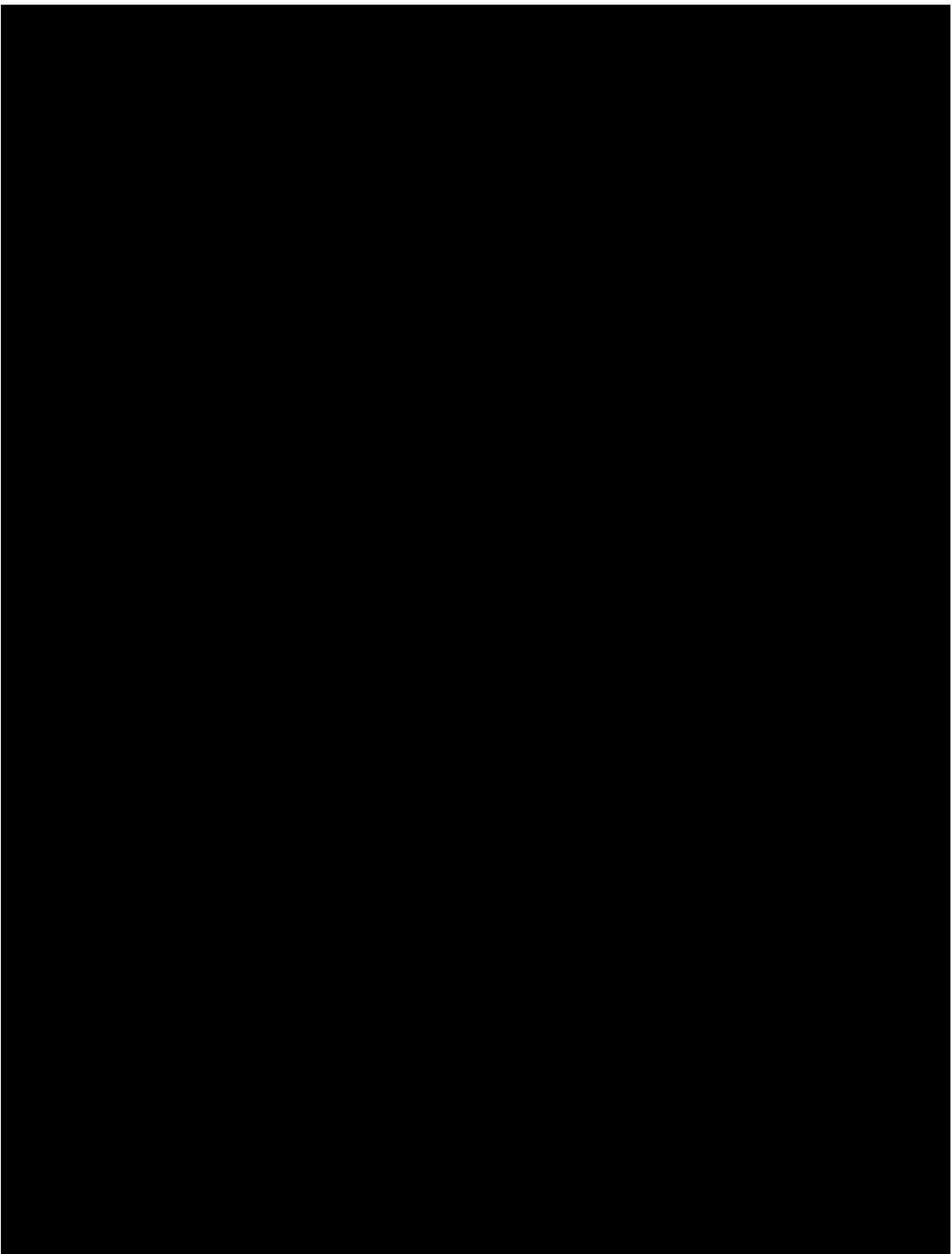


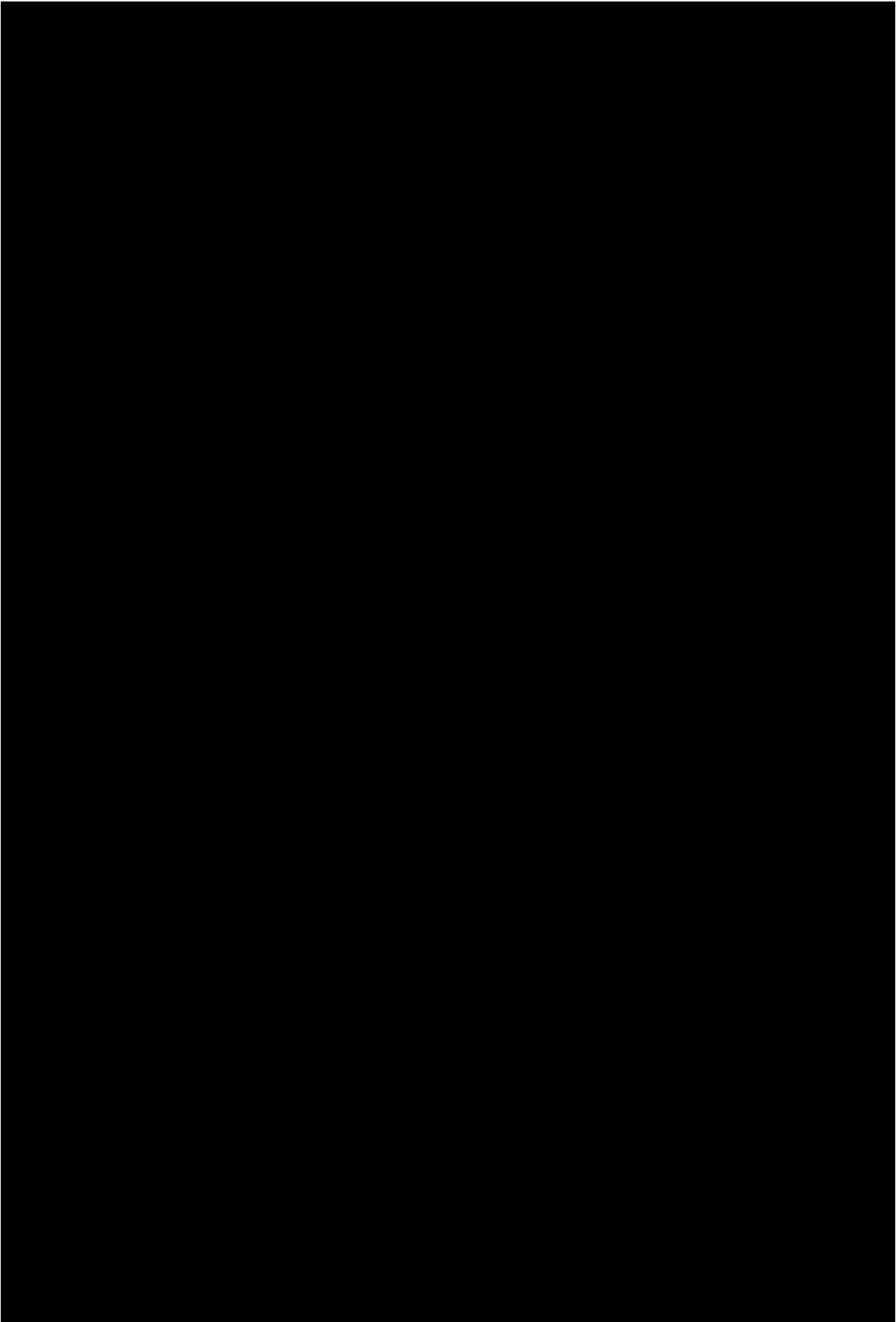


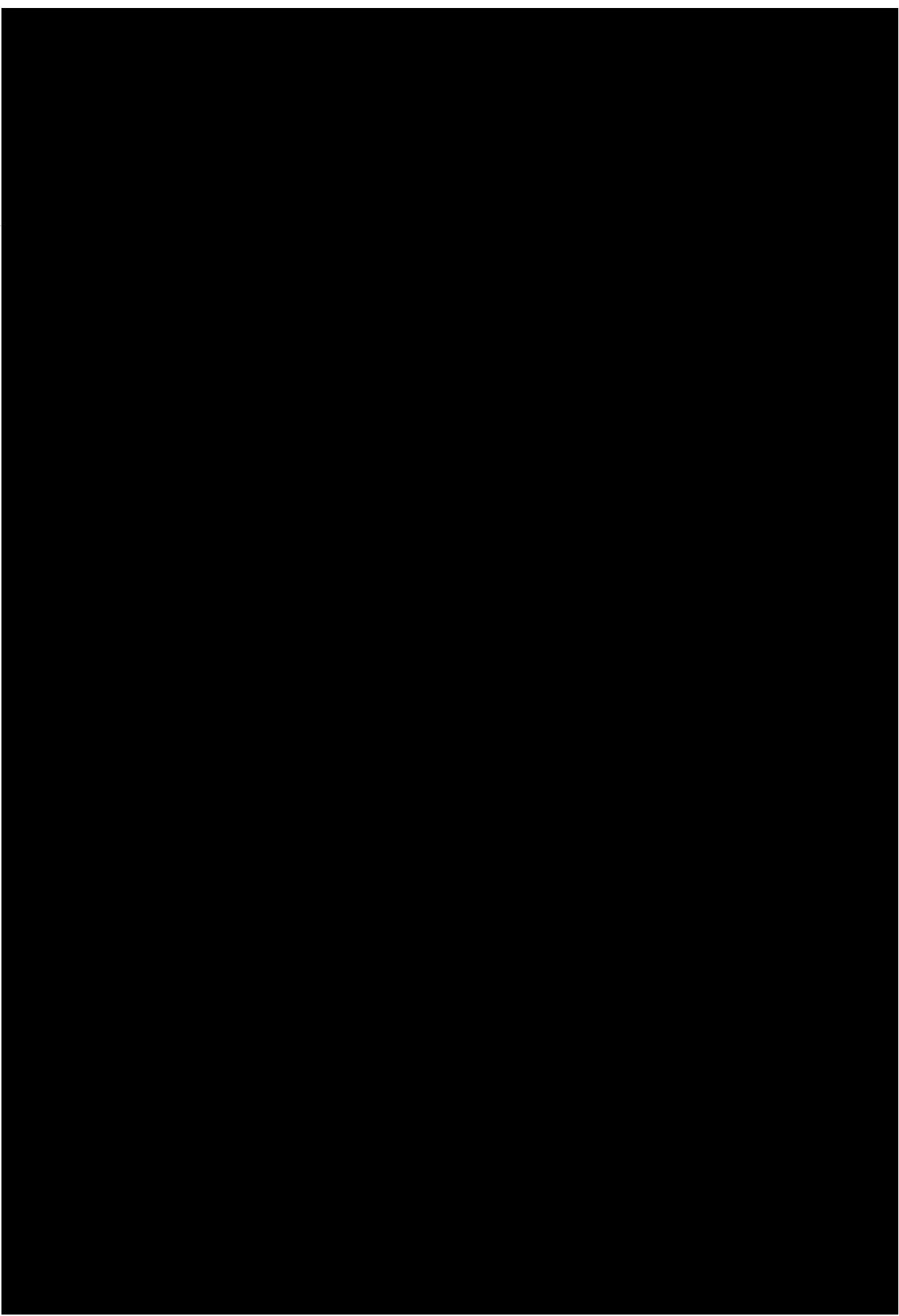




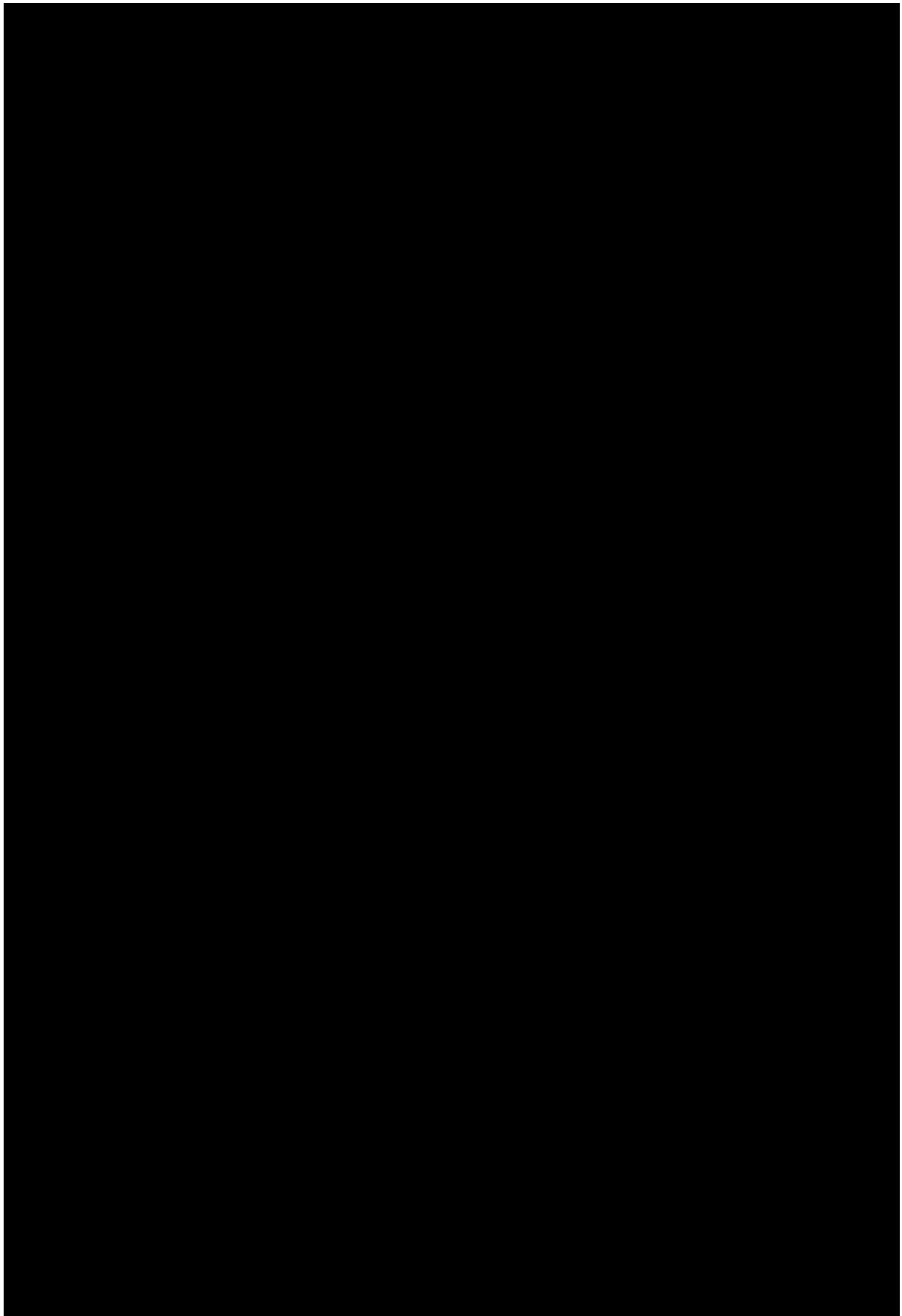








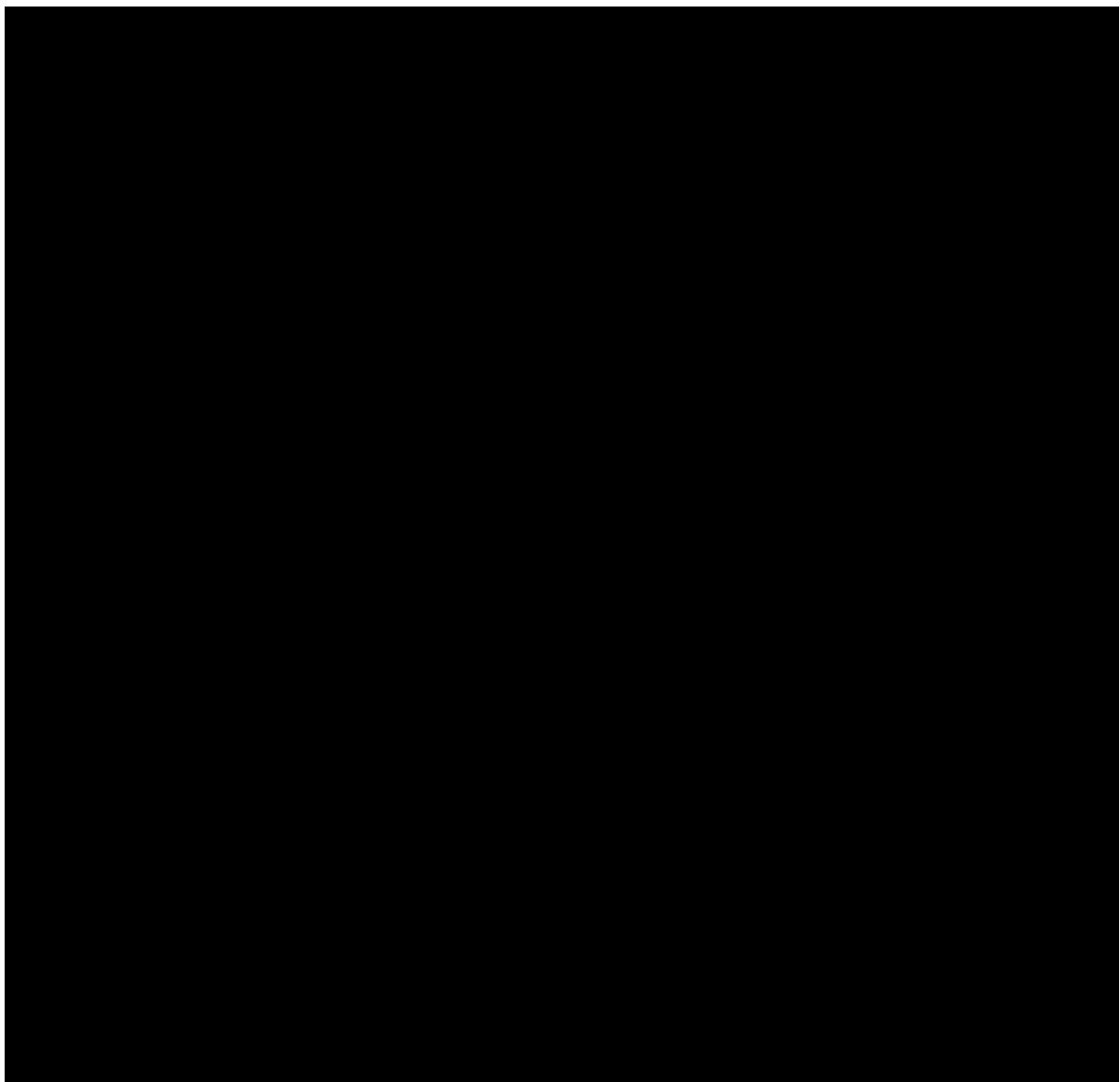












## **SCHEDULE E3. – REQUIREMENTS OF THIRD PARTY AGREEMENTS**

(Clauses 3.6, 19.13(c))

### **1. NO LIMITATION ON DEED**

- (a) Nothing in this Schedule E3 limits the Principal's rights or affects the Contractor's rights and obligations under any clause of this deed.
- (b) Clauses 20.1(a), 20.1(e), 20.1(f), 20.1(h) and 20.1(i) of this deed apply to this Schedule E3.

### **2. GENERAL**

- (a) The Contractor:
  - (i) acknowledges that the Principal has entered into the Third Party Agreements; and
  - (ii) must, in performing, the Contractor's Activities:
    - (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Third Party Agreements as if it were named as the Principal in the Third Party Agreements so as to ensure that the Principal is able to fully meet those obligations under the Third Party Agreements or otherwise at law except to the extent that the table below:
      - (aa) provides that the Principal will comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or
      - (bb) limits the Contractor's obligation in respect of that obligation, condition or requirement; and
    - (B) comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in this Schedule E3 that are additional to or more stringent or onerous than the conditions and requirements described in clause 2(a)(ii)(A) of this Schedule E3;
  - (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform the obligations identified for the Principal to perform in the tables below; and
  - (iv) may not exercise any of the Principal's discretions or rights or enforce a Third Party's obligations, under the Third Party Agreements unless it has obtained the Principal's prior written consent (which must not be unreasonably withheld or delayed), and the Contractor is authorised by the Principal for the purposes of exercising such discretions or rights and enforcing such obligations.
- (b) Where a Third Party Agreement provides that the Principal must ensure that the Contractor will do something or comply with an obligation the Contractor must, in performing the Contractor's Activities, do that thing or comply with, satisfy, carry out and fulfil that obligation in accordance with clause 2(a)(ii)(A) of this Schedule E3 as if it was stated to be an obligation of the Contractor.
- (c) Where a Third Party Agreement provides for the Principal to provide a document, notice or information to a Third Party, the Contractor:
  - (i) must not provide any such document, notice or information directly to the Third Party; and

- (ii) must provide such document, notice or information to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information and provide it to the Third Party within the time period required by the Third Party Agreement.
- (d) The Contractor must, in carrying out the Contractor's Activities:
  - (i) comply with any reasonable directions of the Principal's Representative in relation to compliance with the conditions and requirements of a Third Party Agreement or other requirements of a Third Party;
  - (ii) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to a Third Party under a Third Party Agreement or otherwise at law; and
  - (iii) otherwise act consistently with the terms of the Third Party Agreements.
- (e) Subject to clause 2(f) of this Schedule E3, whenever pursuant to the terms of a Third Party Agreement, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to a Third Party under any clause of the Third Party Agreement then the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Third Party Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (f) Clause 2(e) of this Schedule E3 does not apply in respect of any acknowledgment, release or warranty, indemnity or covenant under any clause of a Third Party Agreement to the extent that clause 3 of this Schedule E3 provides that such acknowledgment, release or warranty, indemnity or covenant is the Principal's responsibility.
- (g) The Contractor acknowledges that to the extent that the Third Party Agreement contains a provision pursuant to which the Third Party is stated to make no representation as to a state of affairs, the Contractor agrees that the Principal similarly makes no representation to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Third Party Agreement were set out fully in this deed.
- (h) Despite any other provision of this deed, the Contractor is not required to incorporate into its Design Documentation any comments from a Third Party given pursuant to a Third Party Agreement except to the extent such comments relate to a non-compliance of the Design Documentation with the requirements of this deed (including a relevant Third Party Agreement), unless directed to do so by the Principal under clause 10 (*Variations*) of this deed.
- (i) Nothing in the Third Party Agreements or this Schedule E3 limits the Principal's rights or the Contractor's obligations in relation to Completion or the rectification of Defects under this deed.
- (j) The Contractor must indemnify the Principal from and against any claim by a Third Party or any Liability of the Principal to a Third Party arising out of or in any way in connection with a Third Party Agreement to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, the Contractor's breach of a term of this deed, the negligence of the Contractor or Wilful Misconduct or Reckless Misconduct of the Contractor:
  - (i) provided that the Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal or an act or omission of the relevant Third Party or an Other Contractor contributed to the Liability or claim; and

- (ii) except to the extent such Liability it is limited in this Schedule E3.
- (k) The Contractor:
- (i) bears the full risk of:
- (A) complying with the obligations under this Schedule E3; and
- (B) any acts or omissions of Third Parties or their employees, agents, contractors or officers; and
- (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
- (A) the risks referred to in clause 2(k)(i) of this Schedule E3; or
- (B) any acts or omissions of Third Parties or their employees, agents, contractors or officers.

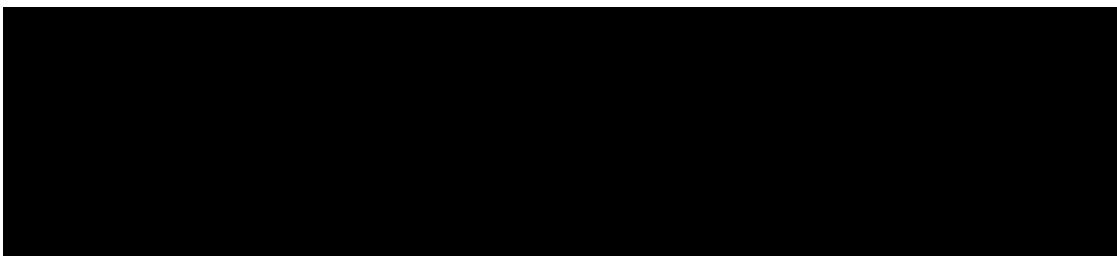
3. **PRINCIPAL'S RESPONSIBILITY FOR COMPLIANCE WITH THIRD PARTY AGREEMENTS**

Terms used in the tables below that are capitalised but are not defined in this deed have the same meaning as in the relevant Third Party Agreement.

**Table 1: Sydney Harbour Tunnel Interface Deed between the Principal and Sydney Harbour Tunnel Company dated 24 July 2020**

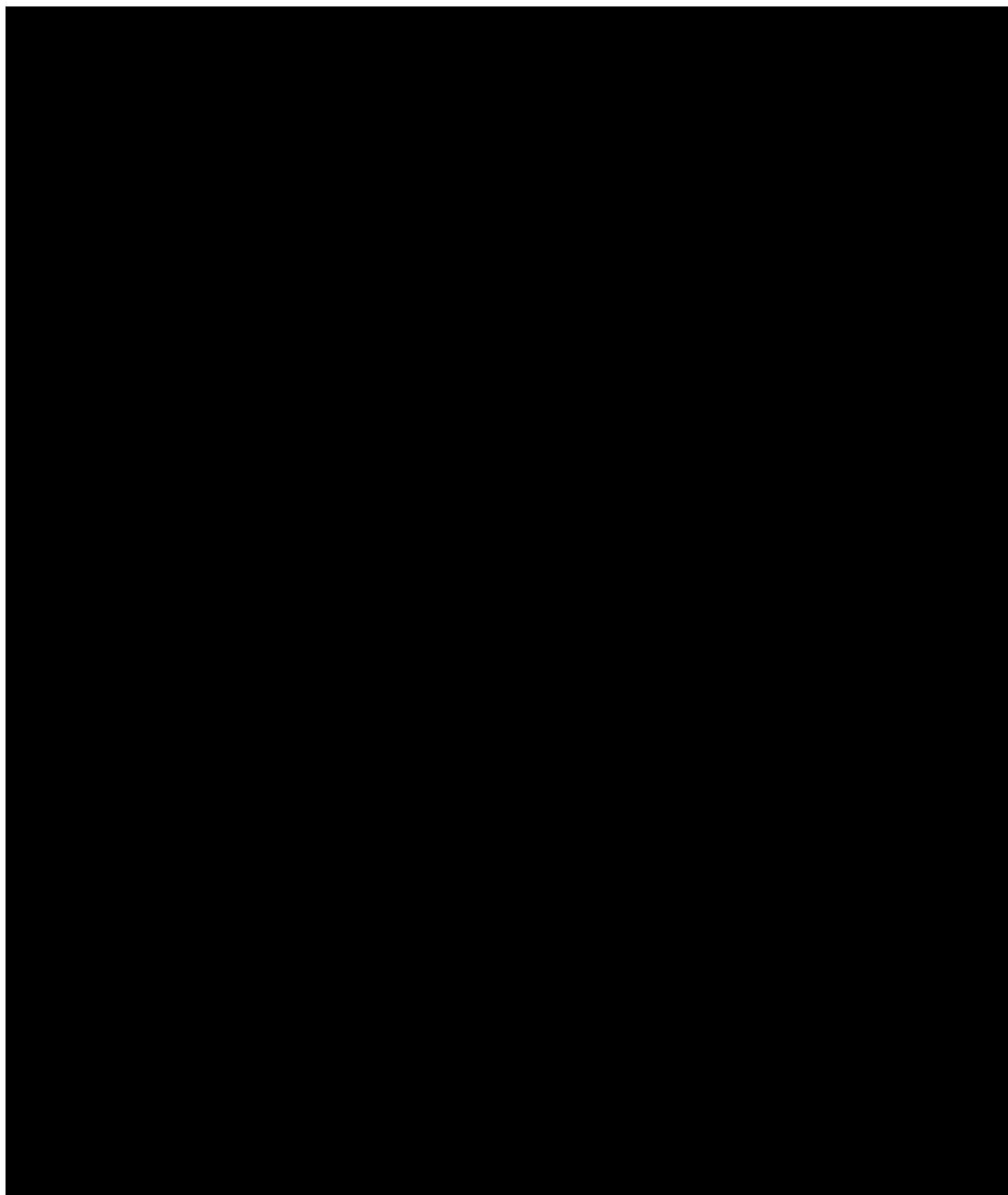
The Contractor acknowledges and agrees that this Third Party Agreement applies during the period from the date of this deed up to and including 31 August 2022.

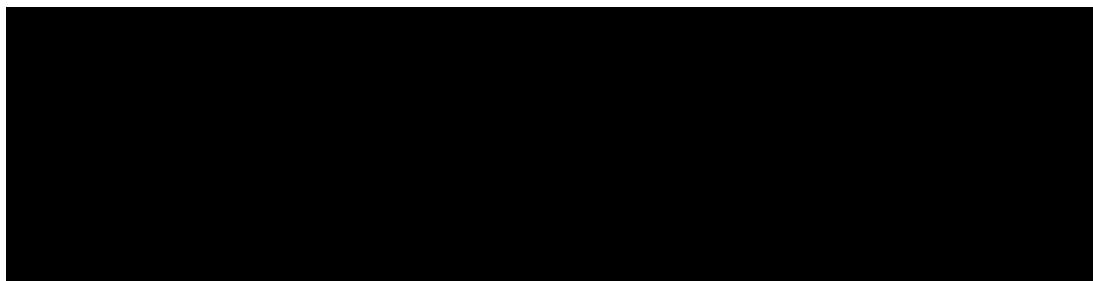




**Table 2: Master Access Deed between the Principal and Transport Asset Holding Entity of New South Wales (TAHE) dated 5 March 2012 (MAD)**

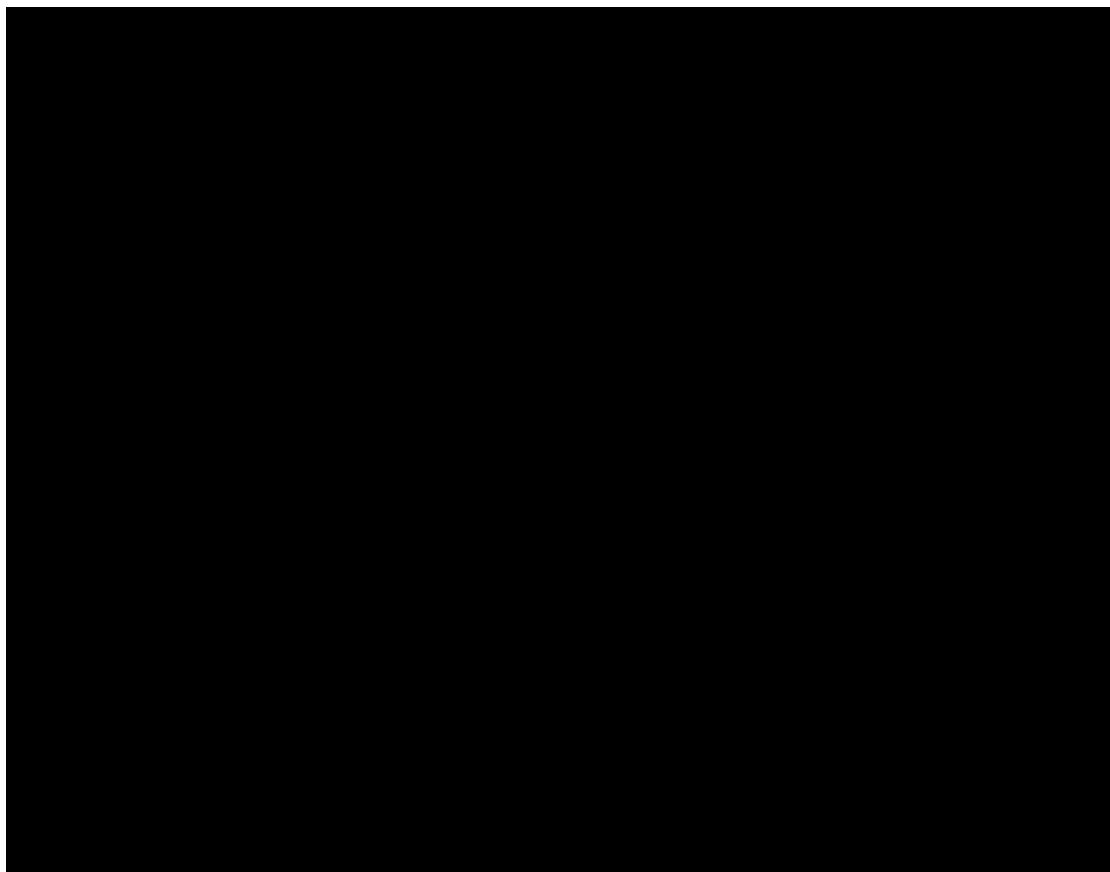
The Contractor acknowledges and agrees that Sydney Trains and TfNSW have agreed that the provisions of the MAD will apply to the Contractor's Activities that interface with Sydney Trains. All references to TAHE in this Third Party Agreement are to read as references to Sydney Trains.



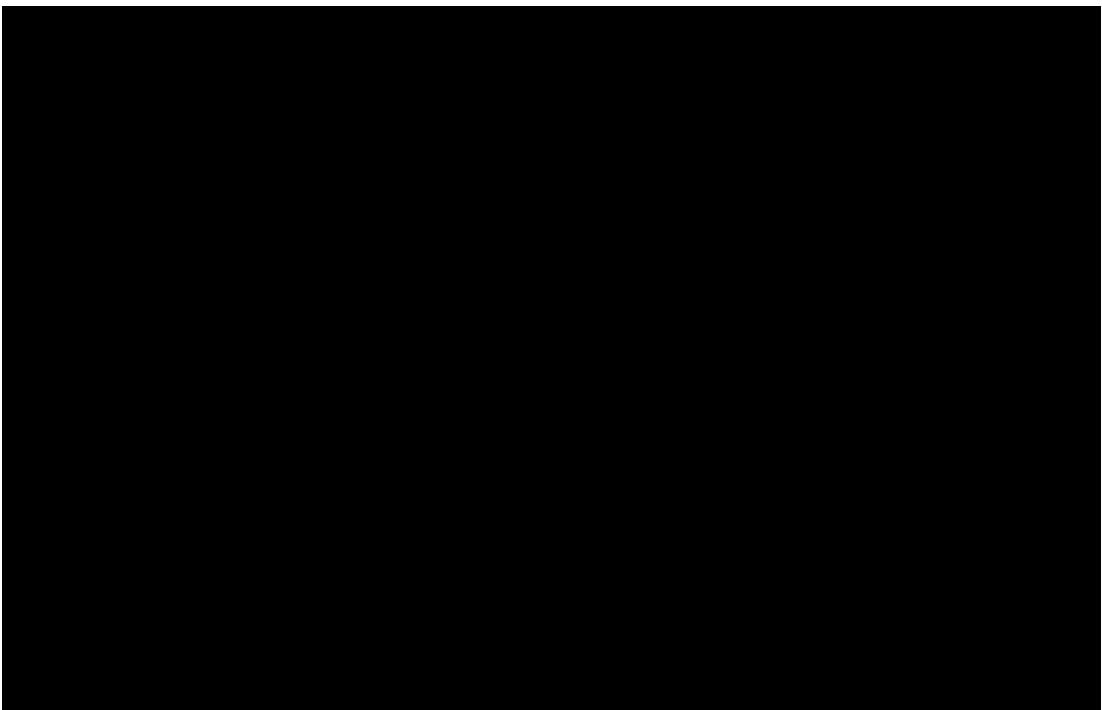


**Table 3: Network Assets Relocation Deed with the Principal and Ausgrid dated 12 October 2020**

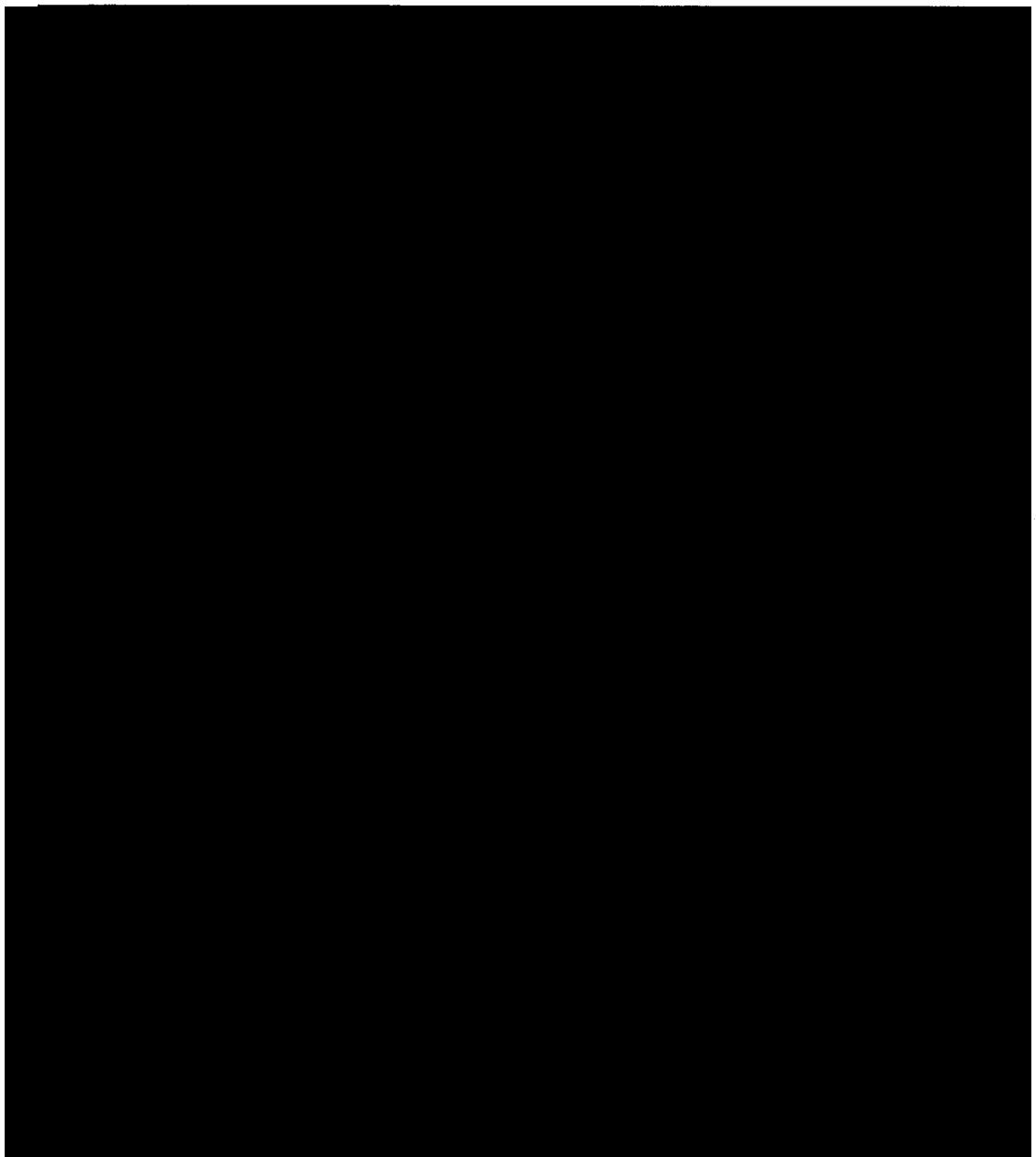




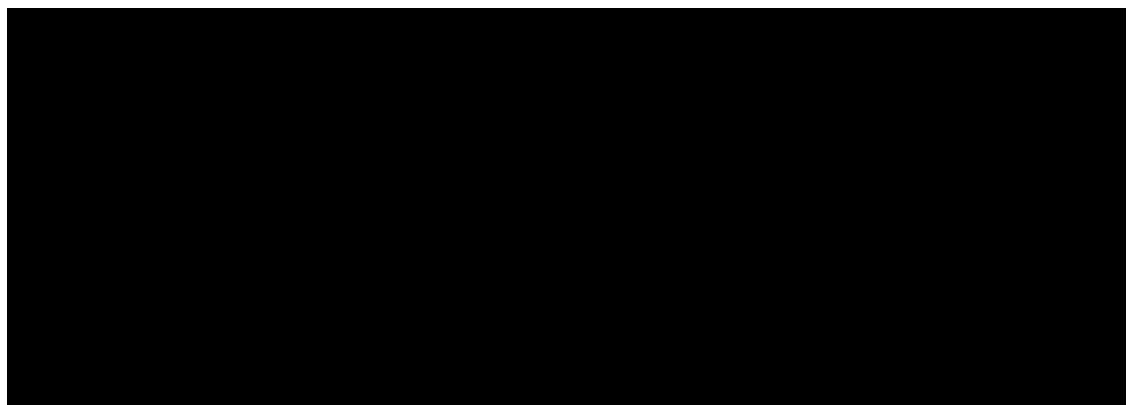
**Table 4: Warringah Freeway Upgrade – Lane Cove Tunnel Interface Deed between the Principal and LCT-MRE Pty Limited and LCT-MRE Nominees Pty Limited as trustee of the LCT-MRE Trust dated 9 March 2021 and letter agreement regarding Lane length discrepancies in Schedule 12 (Technical Criteria) dated 9 March 2021**

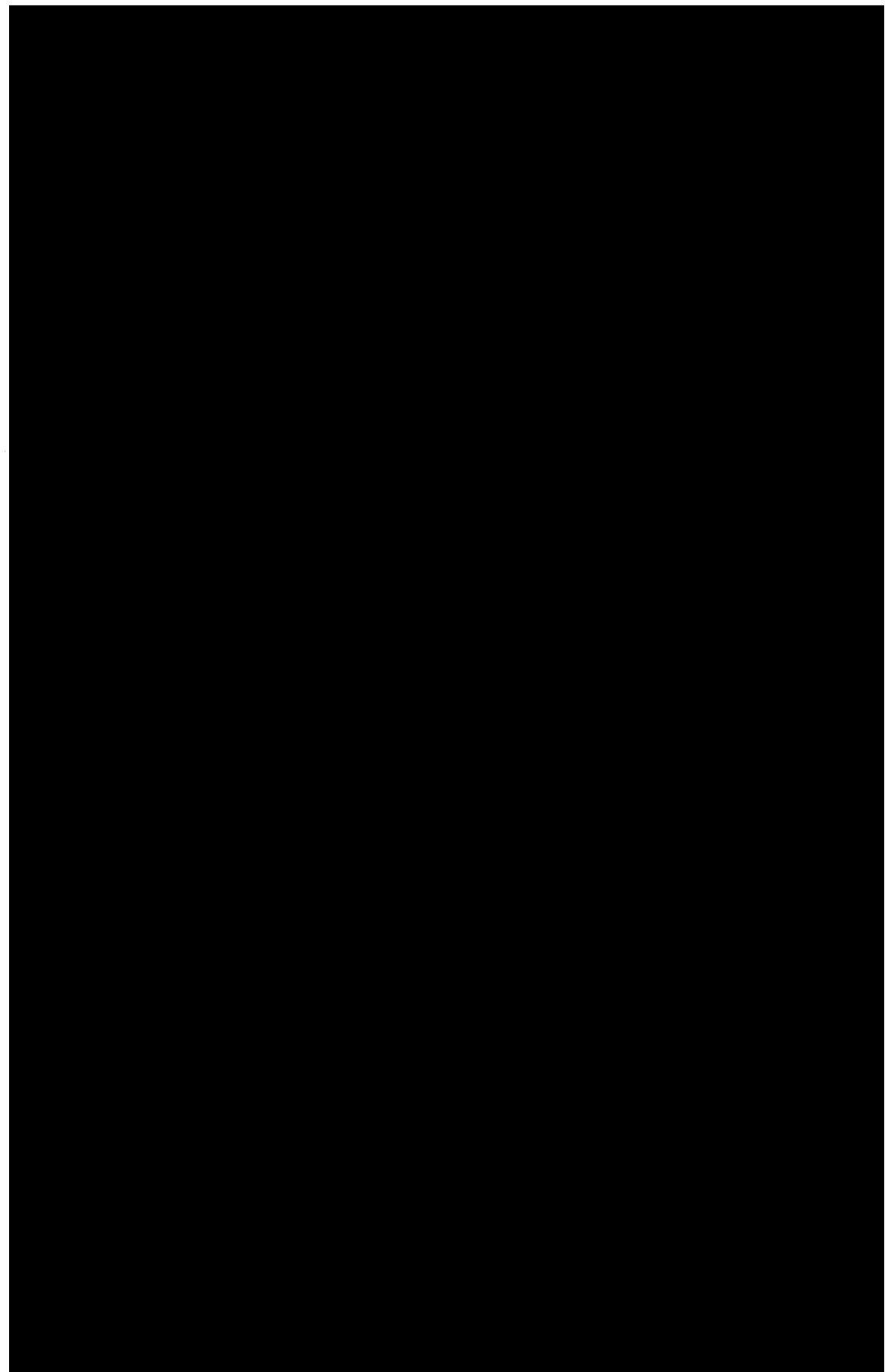


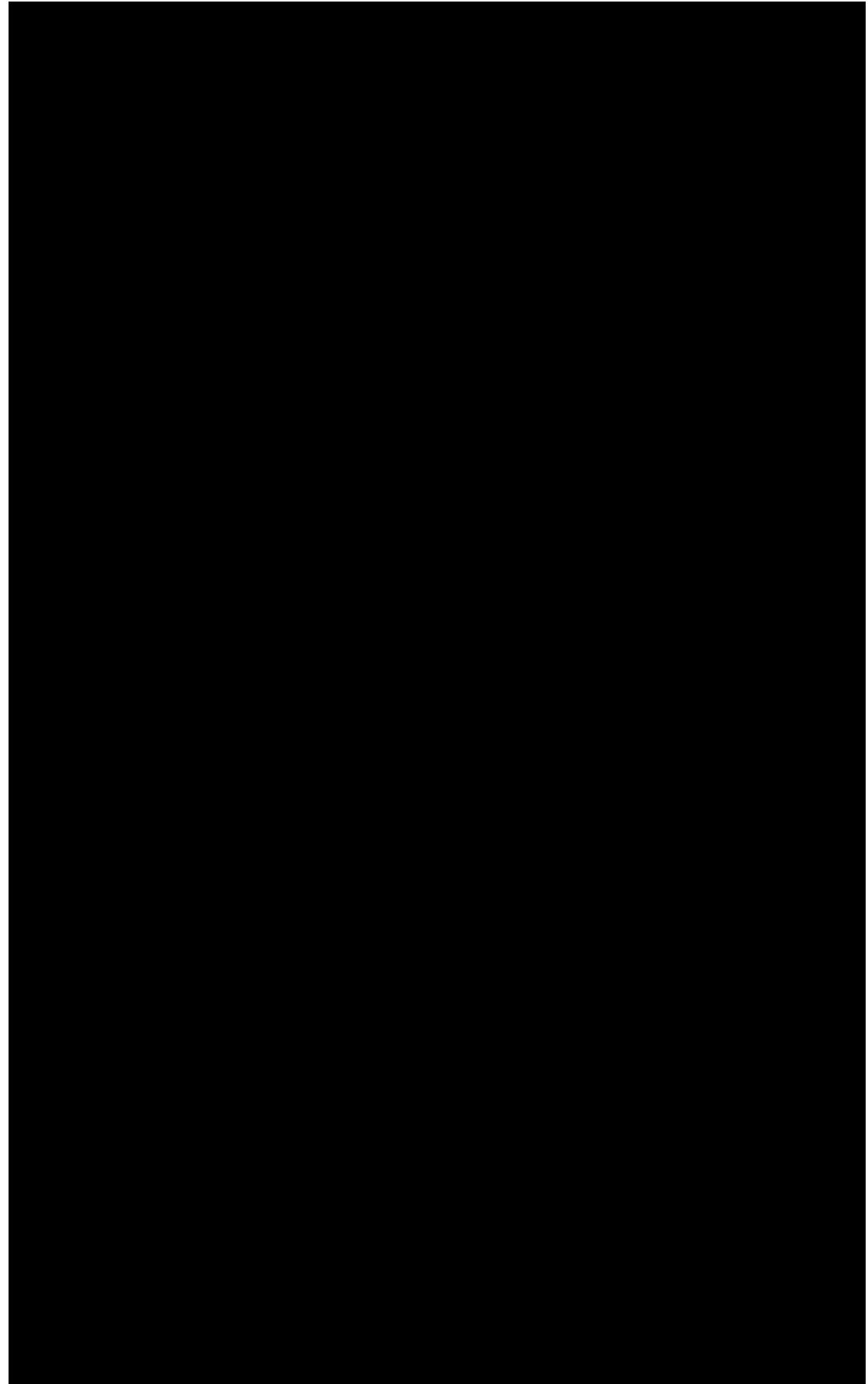




**Table 5: Sydney Water Interface Agreement between the Principal and Sydney Water dated 5 February 2021**



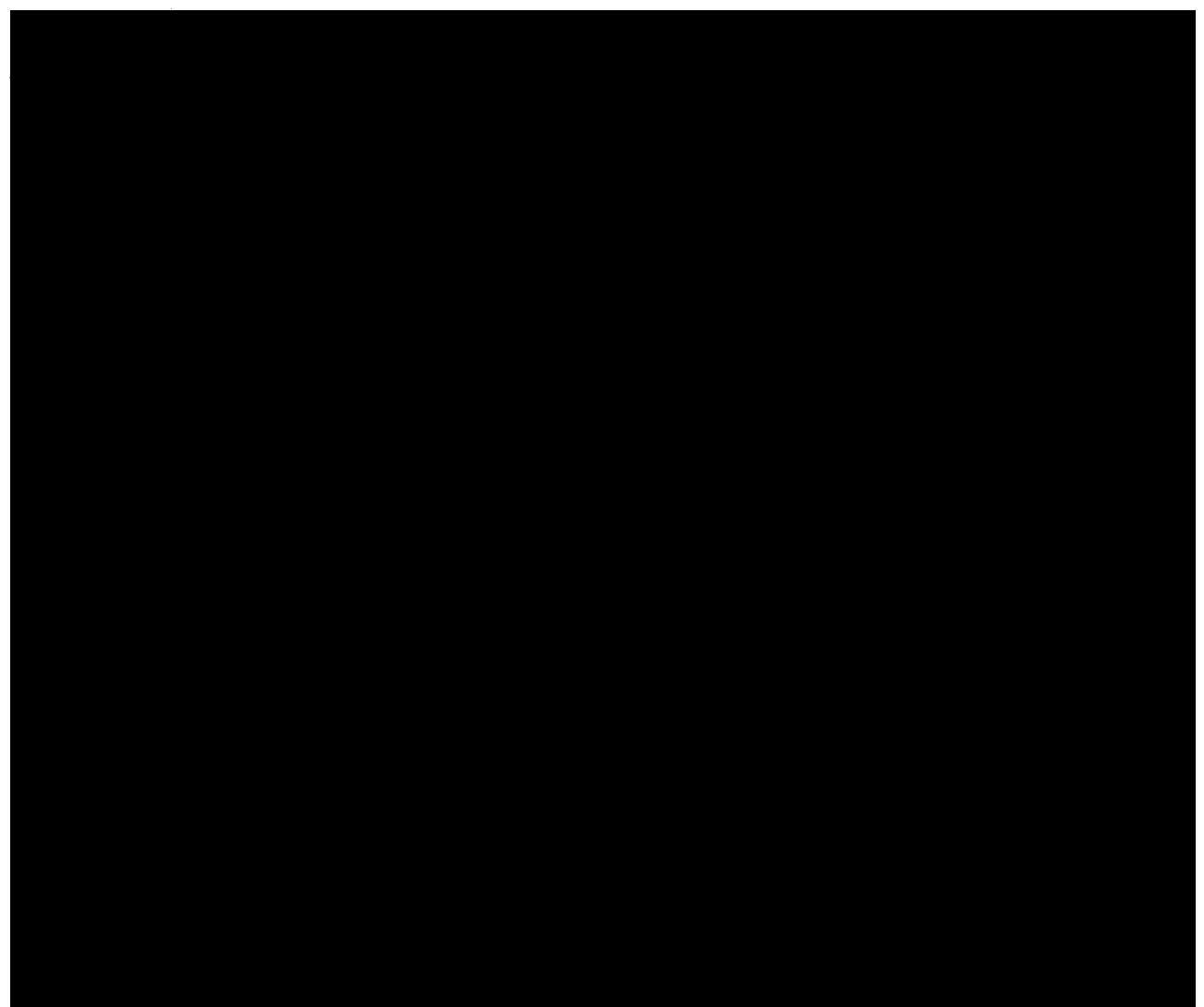
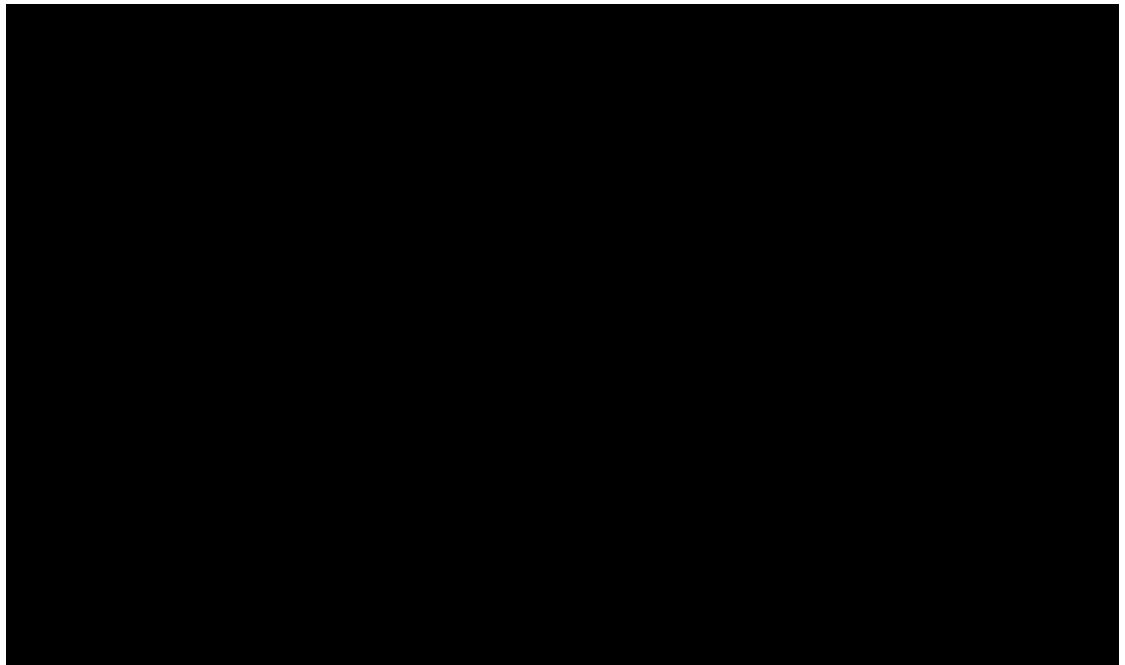




**Table 6: North Sydney Council Interface Agreement between the Principal and North Sydney Council – draft dated [REDACTED]**



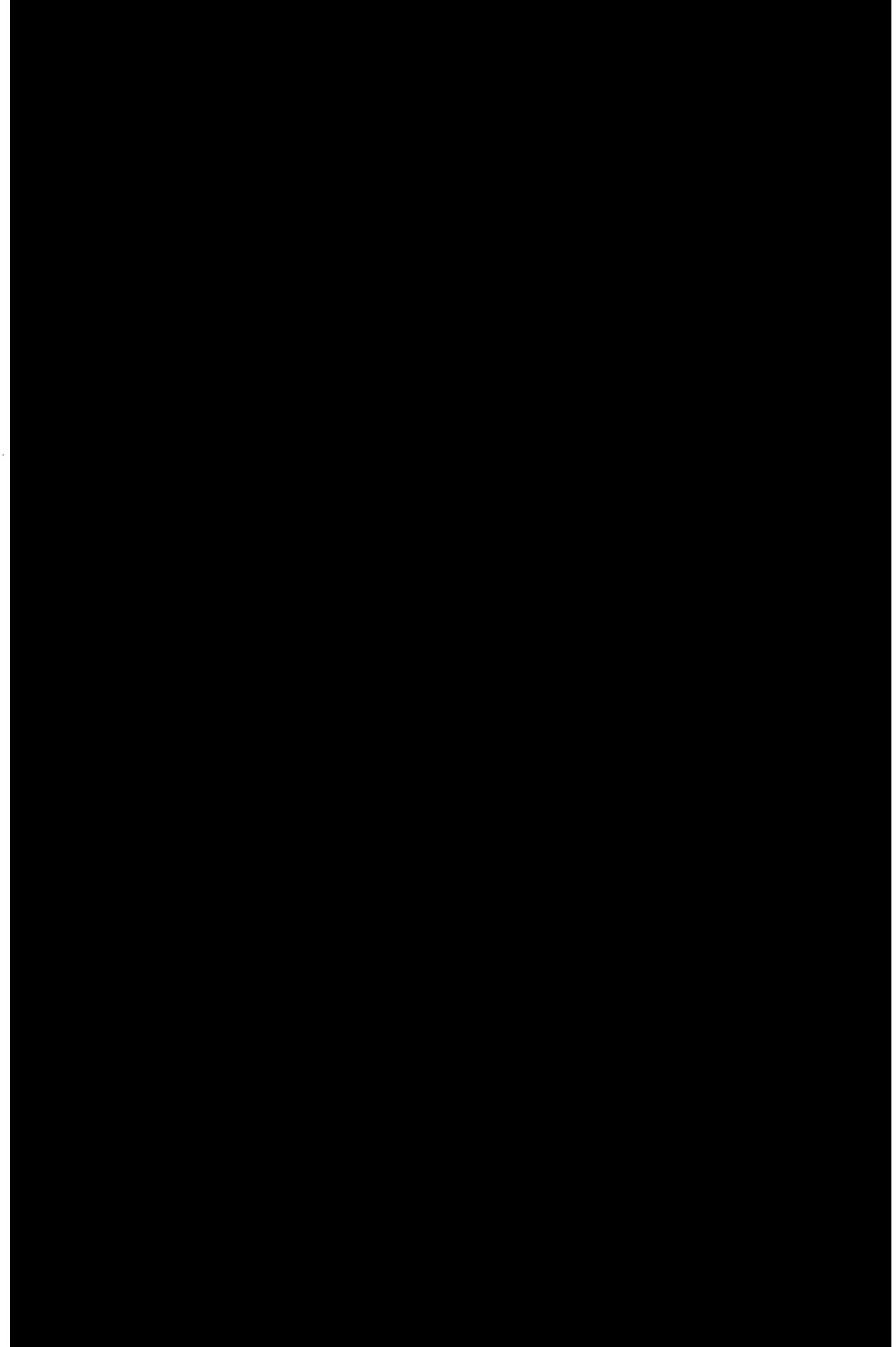




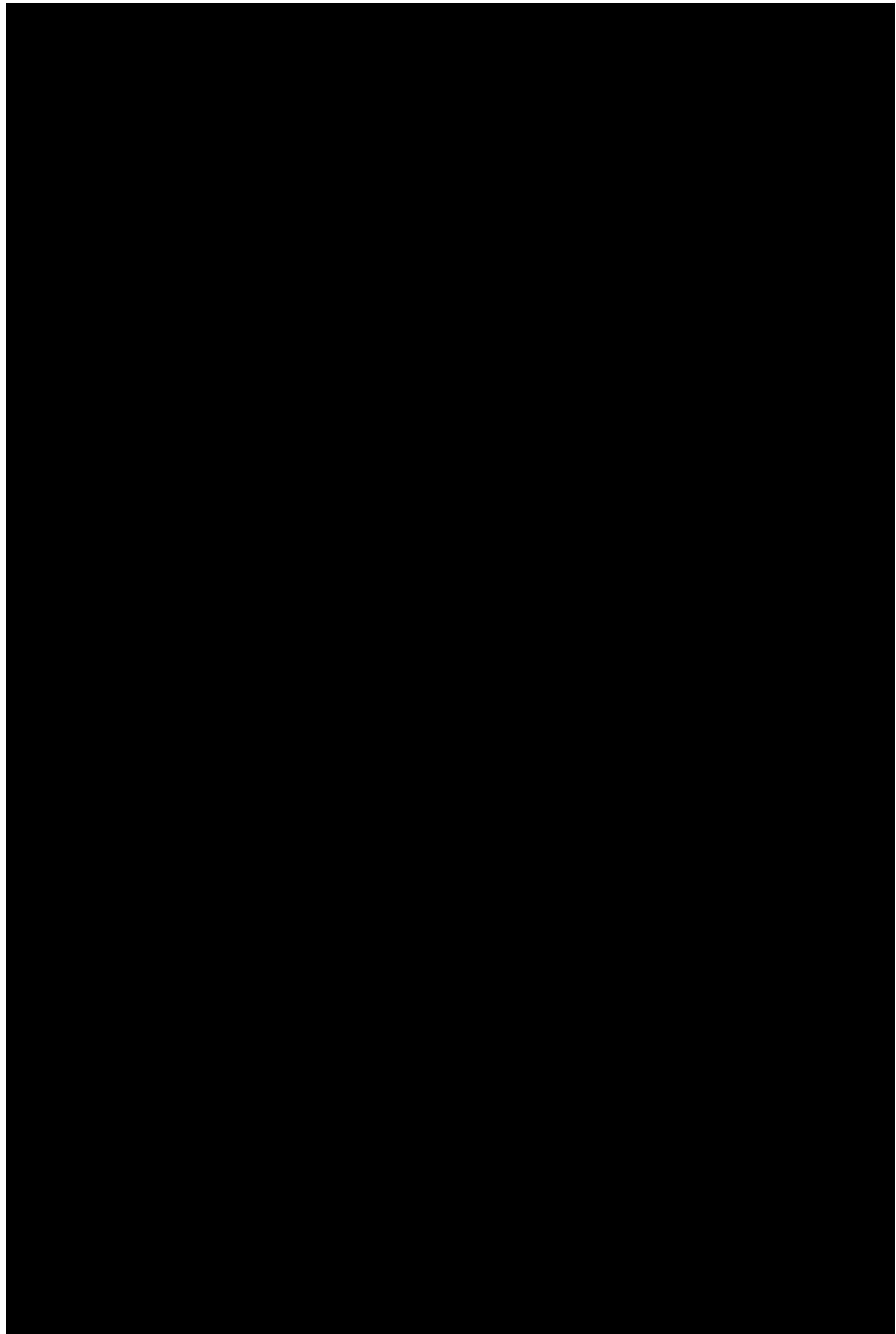


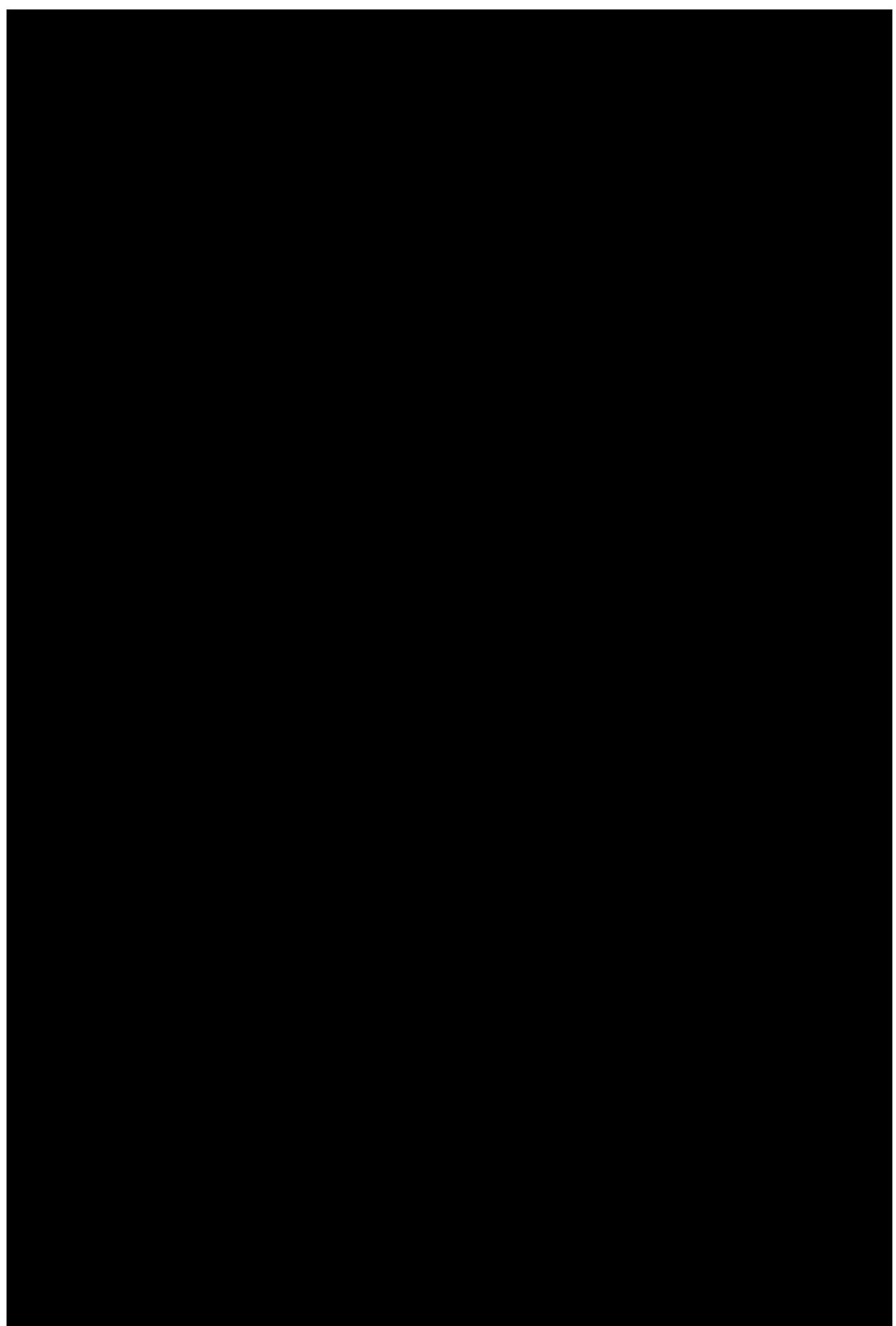












#### **4. COMMON DISPUTES**

- (a) In this clause 4 of this Schedule E3, "**Common Dispute**" means a dispute described in clause 4(b) of this Schedule E3.
- (b) A Dispute under this deed may be concerned with the following matters that also arise in respect of the respective rights and obligations of the Principal and a Third Party to one of the Third Party Agreements referred to in this Schedule E3:
  - (i) where the Principal is entitled to obtain remedies or benefits under that Third Party Agreement which are similar to remedies or benefits claimed by the Contractor in a Claim by the Contractor under this deed; or
  - (ii) where the Contractor has rights against the Principal under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and the Principal has substantially similar rights against the Third Party under a Third Party Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Third Party Agreement,

**(Common Dispute).**

- (c) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:
  - (i) determine that the Common Dispute be resolved in accordance with the provisions of this clause 4 of Schedule E3; and
  - (ii) notify the Contractor in writing of its decision within twenty (20) Business Days of the Common Dispute arising,  
in which case clauses 4(d) to 4(k) of this Schedule E3 will then apply in respect of that Common Dispute.
- (d) In the event that there is a Common Dispute, then:
  - (i) clause 19 of the deed will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and
  - (ii) the Contractor acknowledges and agrees that the purpose of this clause 4 of Schedule E3 is:
    - (A) to provide the Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the Contractor's rights against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Third Party Agreements; and
    - (B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against a Third Party under, arising out of, or in any way in connection with the relevant Third Party Agreement.
- (e) In respect of all Common Disputes:
  - (i) the Contractor's entitlement to receive compensation from the Principal, and the Principal's liability to pay compensation to the Contractor, will only arise at the time the relevant Common Dispute is resolved or determined;

- (ii) if any compensation is payable by the Principal to the Contractor under this deed in respect of a Common Dispute, the Contractor will have the same entitlement to recover compensation under this deed as the Principal has to recover that compensation from a Third Party under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute;
- (iii) any rights the Contractor has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Third Party Agreement; and
- (iv) the Principal will pass through to the Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the relevant Third Party Agreement in respect of the subject matter of the Common Dispute:
  - (A) to the extent that this is referable to the Contractor, including any Liability, Claim or Loss of the Contractor; and
  - (B) determined by reference to what is actually compensated or allowed by a Third Party under the relevant Third Party Agreement.

(f) The Principal agrees to:

- (i) request that the relevant Third Party permit the Contractor to directly make representations in respect of the Common Dispute;
- (ii) if it is unable to obtain the Third Party's consent as contemplated under clause 4(f)(i) of this Schedule E3, make on behalf of the Contractor whatever representations in respect of the Common Dispute that the Contractor reasonably requests; and
- (iii) provide:
  - (A) regular updates to the Contractor; and
  - (B) whatever information and documents the Contractor reasonably requests,

as to the progress of the Common Dispute.

- (g) The Principal's Liability to the Contractor in respect of the subject matter of the Common Dispute:
- (i) is satisfied by payment to the Contractor in accordance with this clause 4 of Schedule E3; or
  - (ii) if the Third Party is not liable to the Principal, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Third Party Agreement or otherwise), provided that:
    - (A) the Principal has complied with its obligations under this clause 4 of this Schedule E3 with respect to recovery of the Principal's and the Contractor's entitlements from the Third Party; and
    - (B) all appeals from such determination have been exhausted.

(h) The Contractor agrees:

(i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the Common Dispute;

(ii) that where a Third Party Agreement contemplates:

(A) alternative dispute resolution (including arbitration and expert determination):

(aa) a like process will apply to the Common Dispute between the parties; and

(bb) the Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and

(B) litigation, the Contractor consents to the Common Dispute being consolidated with (or heard together with) that litigation; and

(iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the Contractor's rights and obligations under this deed.

(i) The Contractor's entitlement to a remedy in respect of a Common Dispute will not be reduced to the extent to which the Principal's entitlements under a Third Party Agreement are reduced or extinguished due to the Principal's breach or failure to comply with the Third Party Agreement or other act or omission (in each case to the extent not caused by the Contractor's negligent or otherwise wrongful act or omission or breach of this deed).

(j) To the extent the Contractor has recovered compensation in respect of a Common Dispute under another provision of this deed, then the Contractor is not entitled to the same compensation under this clause 4 of Schedule E3.

(k) Any payment to which the Contractor is entitled under this clause 4 of Schedule E3 in respect of a Common Dispute will be paid by the Principal to the Contractor within twenty (20) Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Third Party Agreement.

## **SCHEDULE E4. – THIRD PARTY AGREEMENTS**

(Clauses 1.1 and 3.1)

The documents set out in the following table, which form this Schedule E4 (*Third Party Agreements*), are contained in Schedule G1 (*Electronic Files*) as electronic files:

<b>Electronic File Reference</b>	<b>Document Description</b>	<b>Type</b>
Schedule E4 (Ausgrid Network Assets Relocation Deed)	Network Assets Relocation Deed with the Principal and Ausgrid dated 12 November 2020	.pdf
Schedule E4 (Lane Cove Tunnel Interface Agreement)	Warringah Freeway Upgrade – Lane Cove Tunnel Interface Deed between the Principal and LCT-MRE Pty Limited and LCT-MRE Nominees Pty Limited as trustee of the LCT-MRE Trust dated 9 March 2021 and letter agreement regarding Lane length discrepancies in Schedule 12 (Technical Criteria) dated 9 March 2021	.pdf
Schedule E4 (Sydney Harbour Tunnel Interface Agreement (REDACTED))	Sydney Harbour Tunnel Interface Agreement between the Principal and Sydney Harbour Tunnel Company Ltd dated 24 July 2020.	.pdf
Schedule E4 (Sydney Trains Master Access Deed)	Master Access Deed between the Principal and Transport Asset Holding Entity of New South Wales (TAHE) dated 5 March 2012	.pdf
Schedule E4 (Sydney Water Interface Deed)	Sydney Water Interface Deed between Sydney Water Corporation and the Principal dated 5 February 2021.	.pdf
Schedule E4 (WHTBL Program - North Sydney Council Interface Agreement)	North Sydney Council Interface Agreement between the Principal and North Sydney Council dated [REDACTED] [REDACTED].	.pdf

## **SCHEDULE E5. – CONTRACTOR'S PROGRAM**

(Clauses 1.1 and 14.2)

The documents set out in the following table, which form this Schedule E5 (*Contractor's Program*), are contained in Schedule G1 (*Electronic Files*) as electronic files:

### ***Contractor's Program***

<b>Electronic File Reference</b>	<b>Type</b>
Schedule E5 (Contractor's Program).pdf	.pdf

## SCHEDULE E6 – LANE OCCUPANCY FEES

### Lane Occupancy Fees

(Clauses 1.1, 7.2(m), 16.7, 20.1)

#### 1. DEFINITIONS

In this Schedule:

**Carriageway** means the adjacent lanes of a road on which traffic travels in the same direction.

**Military Road E-Ramps** means the area identified as the "Interface Area" in the Third Party Agreement titled " Warringah Freeway Upgrade – Lane Cove Tunnel Interface Deed"

**Planned Traffic Adjustment** means a Traffic Adjustment that has been approved by the Principal, and which is the subject of an Approved ROL.

**Sydney Harbour Bridge** means the Cahill Expressway (Asset Reference number MR592) and the Bradfield Highway (Gazetted Road number 632) identified in the Schedule of Classified Roads and Unclassified Regional Roads maintained by the Principal in its capacity as roads authority, and available at: <https://www.rms.nsw.gov.au/business-industry/partners-suppliers/lgr/documents/classified-roads-schedule.pdf>

**Sydney Harbour Tunnel** means the tunnel known as the "Sydney Harbour Tunnel" including the approach areas, and including Lot 25 in Deposited Plan 849663 and Lot 22 in Deposited Plan 849663.

**Toll Roads** means the Military Road E-Ramps, the Sydney Harbour Tunnel and the Sydney Harbour Bridge.

**Tolling System Functionality Impacts** means any damage by the Contractor to the functionality of a tolling system on a Toll Road or any Defect which impacts a Toll Road Operator's ability to collect tolls on a Toll Road.

**Toll Road Operator** means the operator of a Toll Road.

**Traffic Adjustment** means a change to the traffic capacity of the Military Road E-Ramps which is made as a result of the Works, including an adjustment to:

- (a) the alignment of traffic lanes;
- (b) the number of traffic lanes; or
- (c) the posted speed limit.

**Traffic Stream** means a "Traffic Stream" described in Schedule E7 (*Tolling Impacts on the SHB and SHT*).

**Unplanned Traffic Adjustment** means all Traffic Adjustments other than:

- (a) Planned Traffic Adjustments; or
- (b) Traffic Adjustments planned by the relevant Toll Road Operator.

## **2. GENERAL**

- (a) The Contractor must use its best endeavours to ensure:
  - (i) Planned Traffic Adjustments are minimised to the extent reasonably practicable having regard to the nature of the Works and Contractor's Activities;
  - (ii) there are no Unplanned Traffic Adjustments; and
  - (iii) there are no Tolling System Functionality Impacts.
- (b) If the Contractor's Activities cause:
  - (i) a Tolling System Functionality Impact on any Toll Road; or
  - (ii) an Unplanned Traffic Adjustment on the Military Road E-Ramps,then the Contractor will be liable to the Principal for:
  - (iii) a Lane Occupancy Fee calculated in accordance with clause 5 of this Schedule E6; and
  - (iv) any additional reasonable costs incurred by the Principal or the relevant Toll Road Operator in connection with taking steps to mitigate the potential Lane Occupancy Fees that could be payable by the Contractor.

## **3. REPORTING**

The Contractor must provide a monthly report within ten (10) Business Days of the end of each calendar month to the Principal which includes the following:

- (a) the number of Planned Traffic Adjustments for the period for the Toll Roads (if any);
- (b) the number of Unplanned Traffic Adjustments for the period for the Toll Roads (if any);
- (c) the date, time, duration, direction, number of lanes and location for each such Planned Traffic Adjustment and Unplanned Traffic Adjustment;
- (d) the number of Tolling System Functionality Impacts for each Toll Road; and
- (e) the date, time, duration and details of each such Tolling System Functionality Impact.

## **4. INVOICING OF THE LANE OCCUPANCY FEE**

The Principal will invoice the Contractor for the Lane Occupancy Fees payable for a calendar month within fifteen (15) Business Days of receiving the monthly report for that calendar month.

## **5. CALCULATION OF LANE OCCUPANCY FEES**

### **5.1 General principles**

- (a) The Lane Occupancy Fees payable by the Contractor must be calculated in accordance with clause 5.1 or 5.2 (as applicable) of this Schedule E6 in accordance with the following principles:
  - (i) charges will be applied for both:

- (A) continuous Unplanned Traffic Adjustments or Tolling System Functionality Impacts of 10 minutes or longer; and
  - (B) Unplanned Traffic Adjustments or Tolling System Functionality Impacts which frequently disrupt traffic flow or the ability to collect tolls for a total of more than 10 minutes in an hour;
  - (ii) where multiple Unplanned Traffic Adjustments, multiple Tolling System Functionality Impacts (or, with respect to the Military Road E-Ramps, both) occur concurrently, then the combined impact of those Unplanned Traffic Adjustments, Tolling System Functionality Impacts (or both, as applicable), will be taken into account for the purposes of determining the Lane Occupancy Fee;
  - (iii) Lane Occupancy Fees will be applied per 10 minute interval; and
  - (iv) any lane or ramp closures or speed limit restrictions which extend beyond the expiry of a Planned Traffic Adjustment will be treated as Unplanned Traffic Adjustments.
- (b) For the purposes of calculating Lane Occupancy Fees, the length of the Unplanned Traffic Adjustment or Tolling System Functionality Impact will be reduced to the extent it was caused or contributed to by:
- (i) accidents and incidents that were not caused by the Contractor or its Associates or by the Contractor's Activities;
  - (ii) maintenance conducted by the Principal, the Toll Road Operator, or their respective contractors to the Toll Road or tolling systems that does not relate to and were not caused by the Contractor's Activities;
  - (iii) lane closures, speed limit restrictions or tolling system impacts directed by the Principal, the Toll Road Operator, TMC or any other Authority;
  - (iv) lane closures, speed limit restrictions or tolling system impacts arising out of any other act or omission the Principal;
  - (v) speed limit restrictions on a lane or ramp which are required because of a closure of an adjacent lane, where a Lane Occupancy Fee is charged for that closure; or
  - (vi) failure of the Toll Road Operator to operate and maintain the Toll Road in accordance with Good Industry Practice.

## **5.2 Military Road E-Ramps**

The parties acknowledge and agree that:

- (a) if there is a Traffic Adjustment that affects the Military Road E-Ramps, the Principal may be liable to compensate the relevant Toll Road Operator based on actual reductions in traffic volumes;
- (b) with respect to Unplanned Traffic Adjustments affecting the Military Road E-Ramps:
  - (i) the Lane Occupancy Fees payable by the Contractor to the Principal will be equal to the amount payable by the Principal to the Toll Road Operator in respect of the relevant Unplanned Traffic Adjustment, but not exceeding:
    - (A) [REDACTED] per hour in respect of Northbound Carriageways; and

- (B) [REDACTED] per hour in respect of Southbound Carriageways; and
- (ii) the Principal will provide the Contractor with the relevant claim from the Toll Road Operator demonstrating the amount of Lane Occupancy Fees payable by TfNSW to the Toll Road Operator with respect to the relevant Unplanned Traffic Adjustment; and
  - (c) with respect to Tolling System Functionality Impacts affecting the Military Road E-Ramps, the Lane Occupancy Fee will be the applicable maximum amount specified in clause 5.2(b)(i) of this Schedule E6, pro-rated for the time that the Tolling System Functionality Impact subsists.

### **5.3 Sydney Harbour Tunnel and Sydney Harbour Bridge**

The parties acknowledge and agree that:

- (a) if there is a Tolling System Functionality Impact that affects the Sydney Harbour Tunnel or the Sydney Harbour Bridge, the Principal's ability to collect tolls on those Toll Roads will be impacted; and
- (b) the Lane Occupancy Fees payable by the Contractor to the Principal for any such Tolling System Functionality Impact will be calculated for each impacted Traffic Stream as the sum of the rates set out in Schedule E7 (*Tolling Impacts on the SHB and SHT*) applicable for each hour (or part thereof) in respect of which the Principal's ability to collect tolls for the impacted Traffic Stream is affected by the Tolling System Functionality Impact.

## **6. ACKNOWLEDGEMENTS**

- (a) The Contractor acknowledges and agrees that:
  - (i) the Lane Occupancy Fees set out in clause 5 of this Schedule E6 are a genuine pre-estimate of the Principal's Losses that may be suffered for Unplanned Traffic Adjustments, and Tolling System Functionality Impacts on the Toll Roads and the Contractor has freely agreed that these Lane Occupancy Fees represent the proper, fair and reasonable amounts recoverable by the Principal for its losses as a result of such Unplanned Traffic Adjustments and Tolling System Functionality Impacts; and
  - (ii) the Contractor entered into the obligation to pay the amounts specified in clause 5 of this Schedule E6 with the intention that they are legally binding, valid and enforceable contractual provisions against the Contractor in accordance with its terms.
- (b) The Contractor agrees to exclude and expressly waives the right of the benefit of, to the extent permissible, the application or operation of any legal rule or norm, including under statute, equity and common law, relating to the characterisation of Lane Occupancy Fees payable under a deed upon a breach occurring as penalties or the enforceability or recoverability of such liquidated amounts.
- (c) The Contractor agrees that if any of clause 5 of this Schedule E6 is found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Principal from recovering Lane Occupancy Fees, the Principal will be entitled to recover common law damages as a result of Unplanned Traffic Adjustments or Tolling System Functionality Impacts, but the Contractor's Liability for such damages (whether per day or in the aggregate) will not be any greater than the Liability which it would have had if clause 5 of this Schedule E6 had not been void, invalid or otherwise inoperative.

(d) The parties agree that, without limiting the Contractor's Liability where this deed is terminated by the Principal under clause 18.3 of this deed or otherwise at Law, and subject to any entitlement to Liquidated Damages or general damages under clause 16.5 of this deed, payment by the Contractor of:

- (i) Lane Occupancy Fees; and
- (ii) any amounts payable under clause 2(b)(iv) of this Schedule E6,

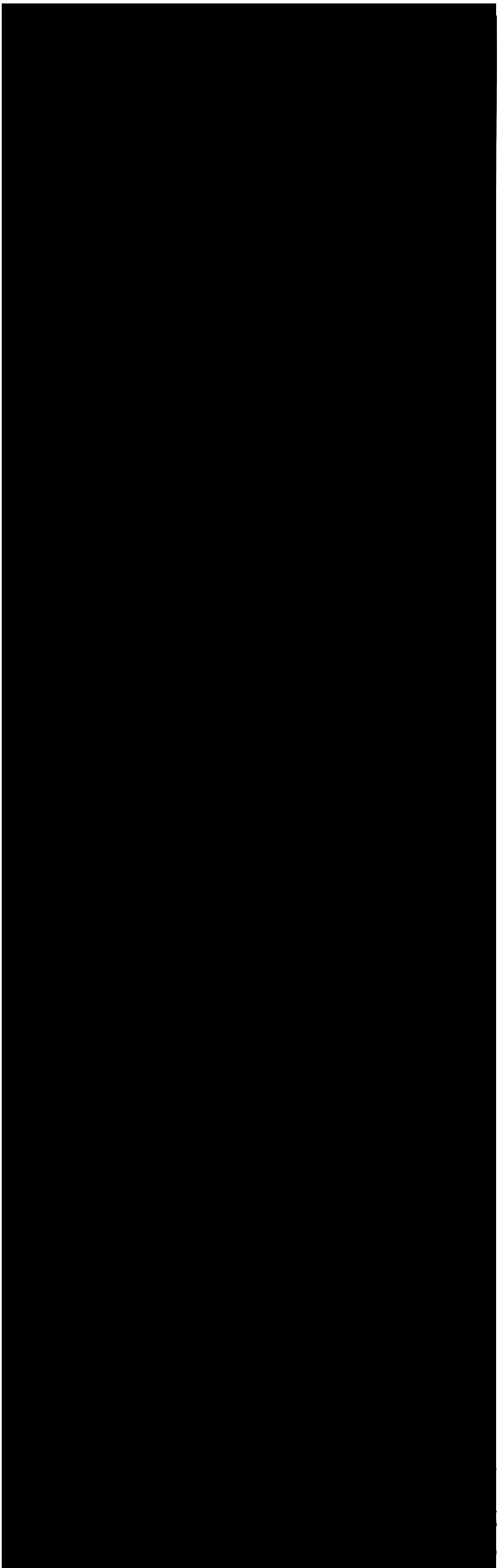
comprise the Principal's sole monetary remedy against the Contractor and is the Contractor's sole Liability under this deed (including by way of indemnity or by way of damages for breach or otherwise) for any loss of toll revenue, loss of use, lane closure costs, loss of business opportunities or loss of good will of the Principal or the Toll Road Operator arising out of or in connection with any Unplanned Traffic Adjustments or Tolling System Functionality Impacts.

## SCHEDULE E7 – TOLLING IMPACTS ON THE SHB AND SHT

(Clauses 7.2(m) and Schedule E6)

For the purposes of this Schedule E7:

- (a) "Traffic Stream 01A" is the Sydney Harbour Bridge traffic using the 4 lanes feeding Warringah Freeway & Cahill Expressway level with Darley St;
- (b) "Traffic Stream 01B" is the Sydney Harbour Tunnel traffic using the 2 lanes of the Sydney Harbour Tunnel level with Darley St;
- (c) "Traffic Stream 01C" is the Sydney Harbour Bridge traffic using the 3 bi-directional lanes on the Bradfield Highway level with Darley St;
- (d) "Traffic Stream 02A" is the Sydney Harbour Bridge traffic using the Mount St on-ramp to the Cahill Expressway;
- (e) "Traffic Stream 03A" is the Sydney Harbour Bridge traffic using the Mount St on-ramp to the Bradfield Highway;
- (f) "Traffic Stream 03B" is the Sydney Harbour Bridge traffic using the Mount St contra flow on-ramp to the Bradfield Highway;
- (g) "Traffic Stream 04A" is the Sydney Harbour Bridge traffic using the High St on-ramp to the Cahill Expressway; and
- (h) the amount specified in the table below per Traffic Stream per hour is the Lane Occupancy Fee payable per Traffic Stream per hour under clause 5.3(b) of Schedule E6 (*Lane Occupancy Fees*).



Confidential

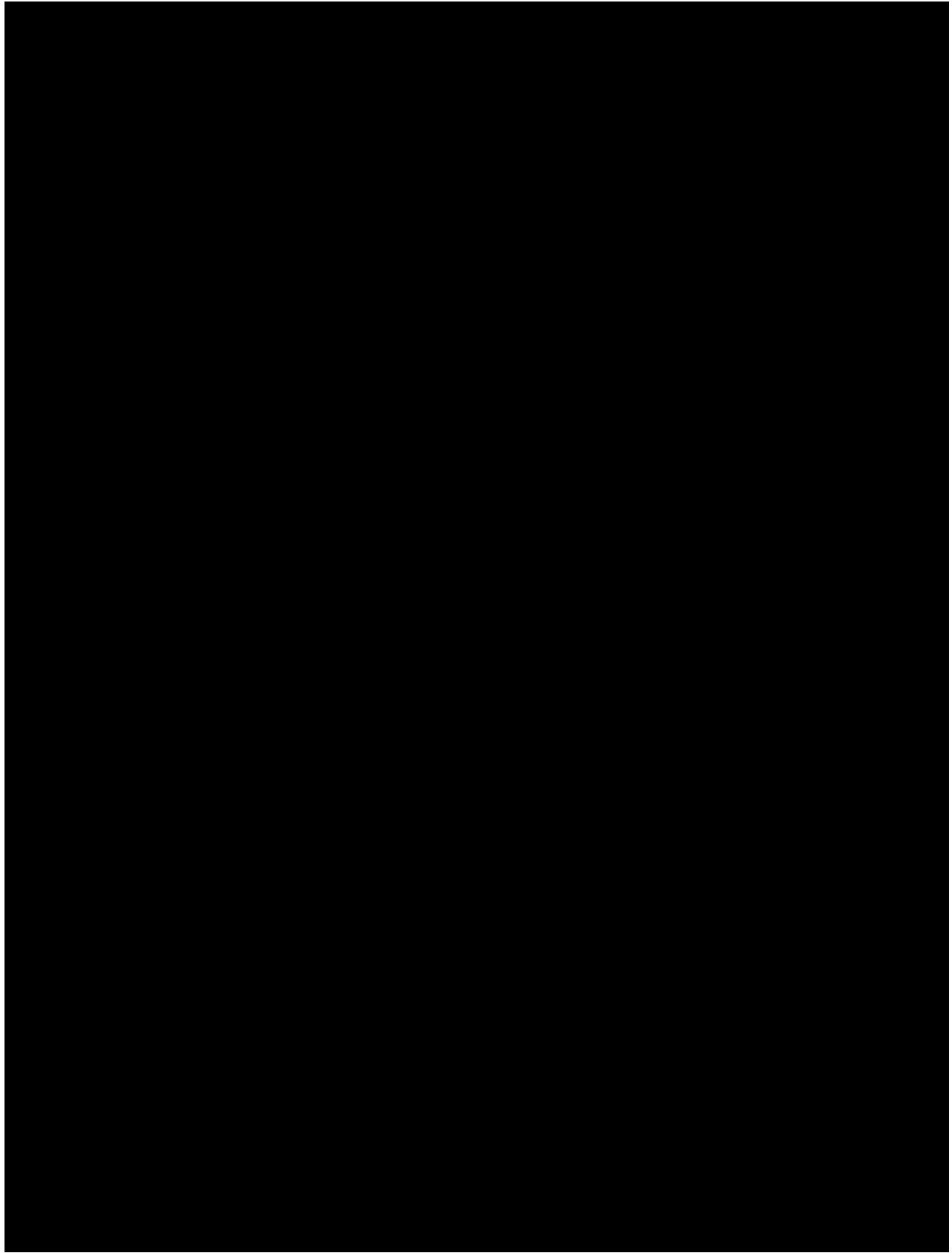
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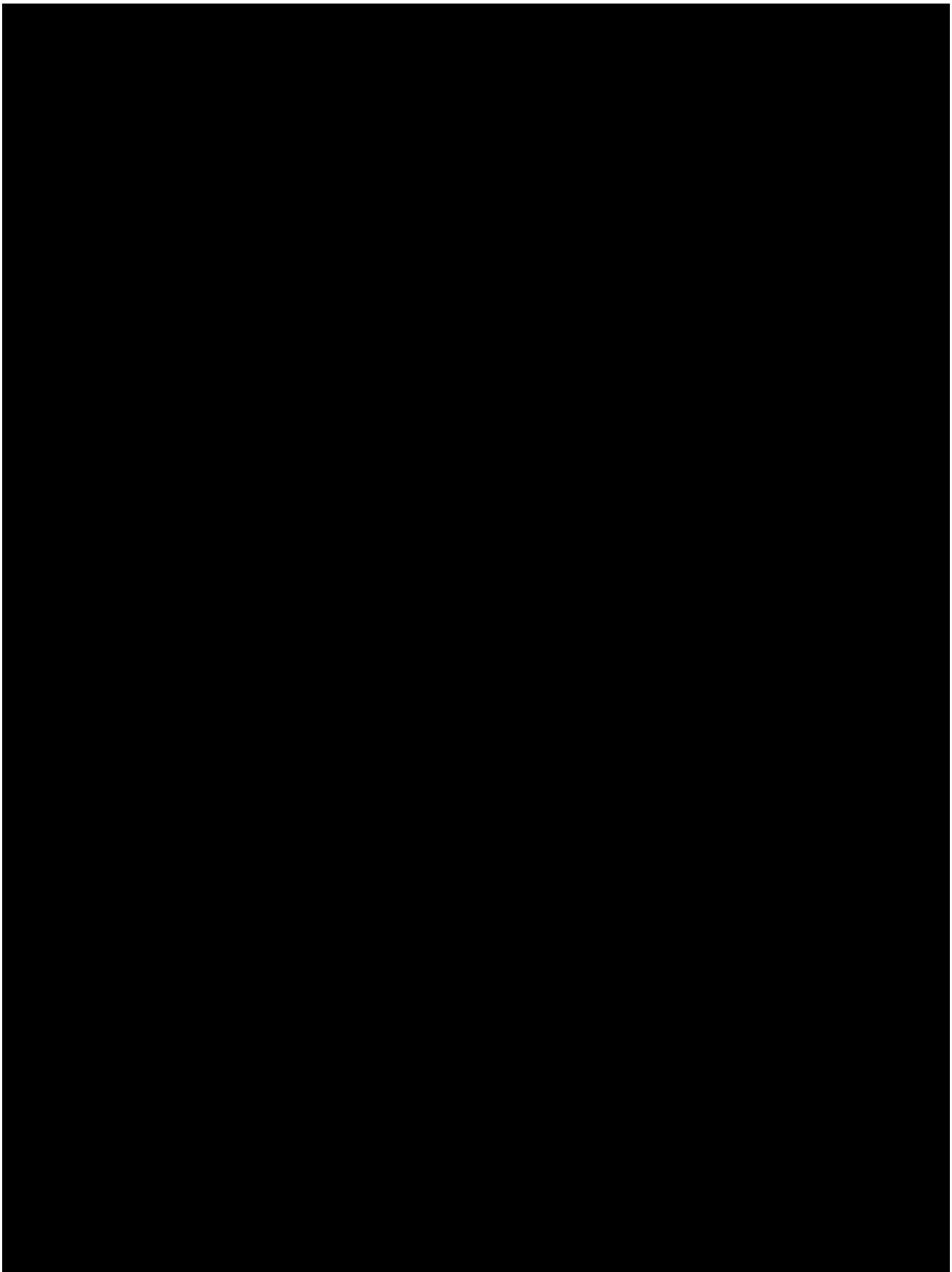


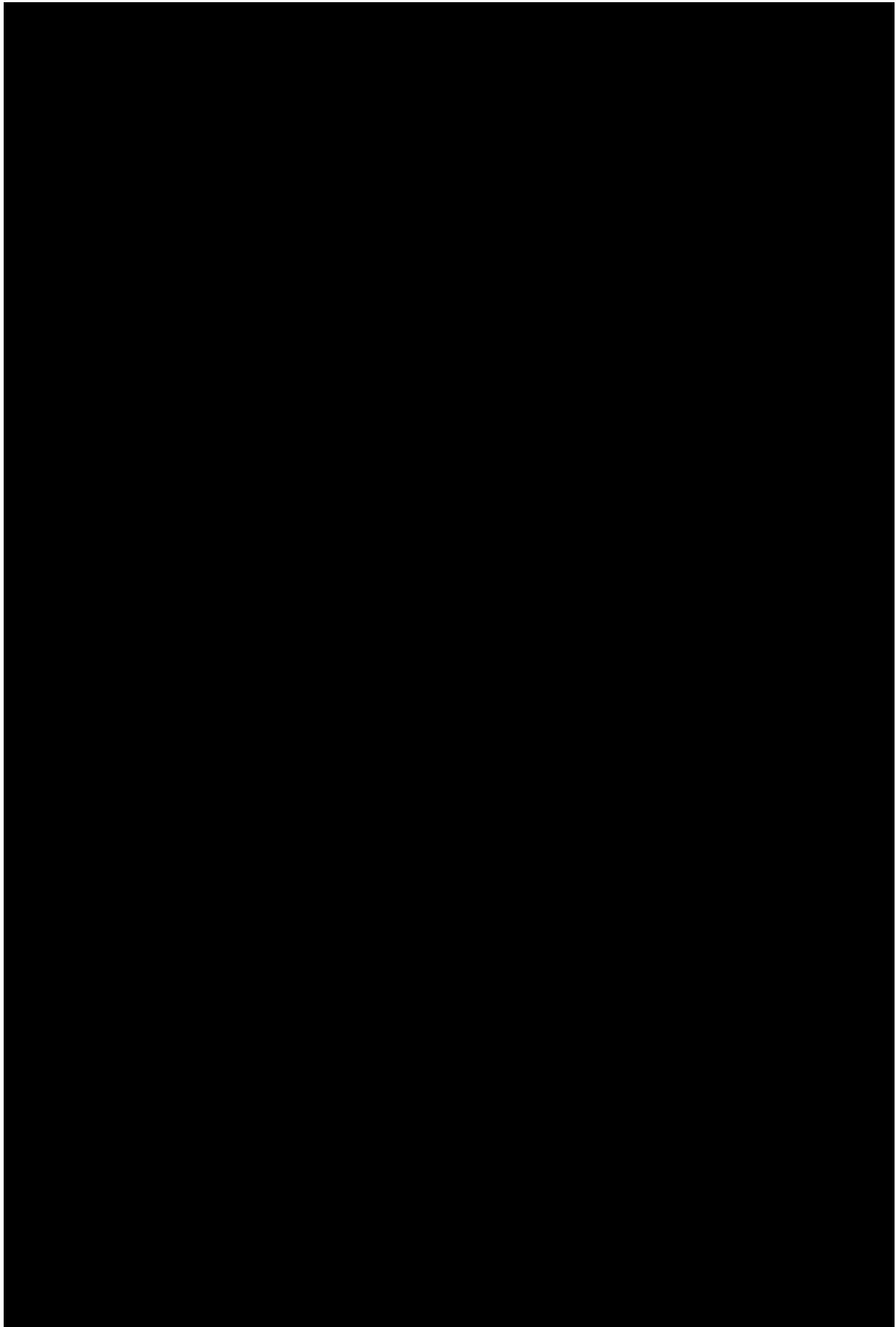
## **PART F – FINANCIAL AND COMMERCIAL**

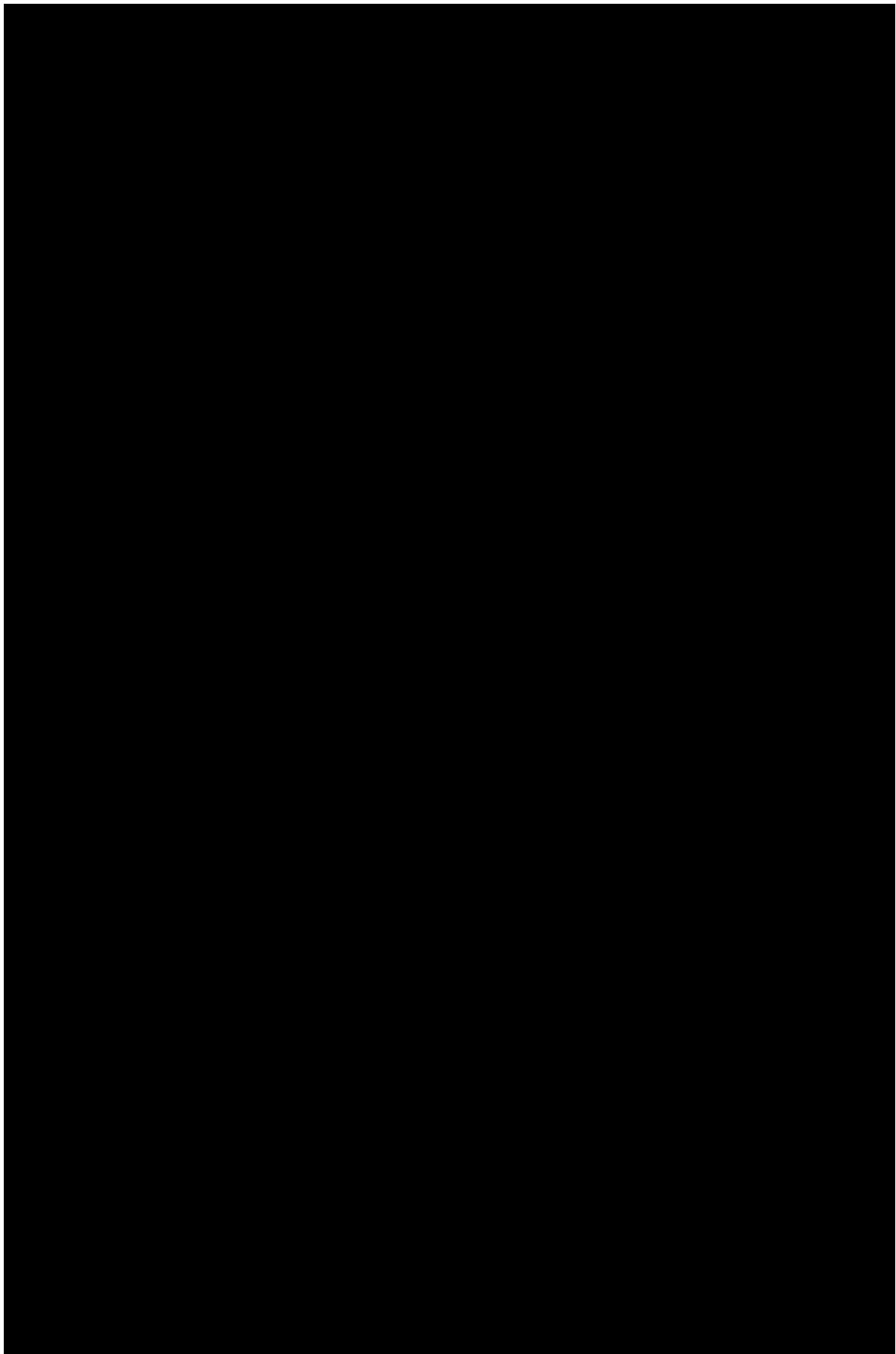
**SCHEDULE F1. – PAYMENT**

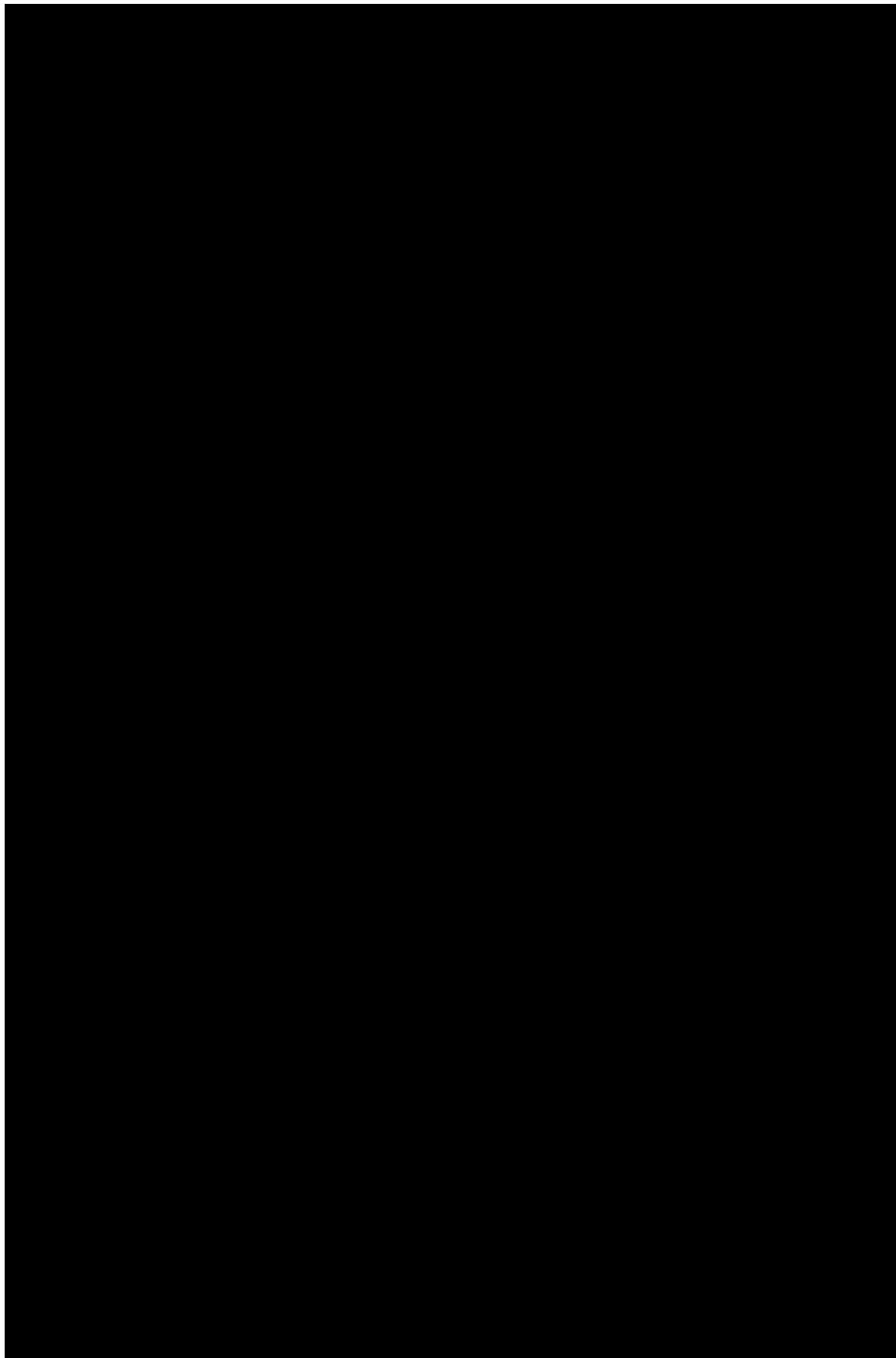
(Clauses 1.1, 15.1 and 15.2)

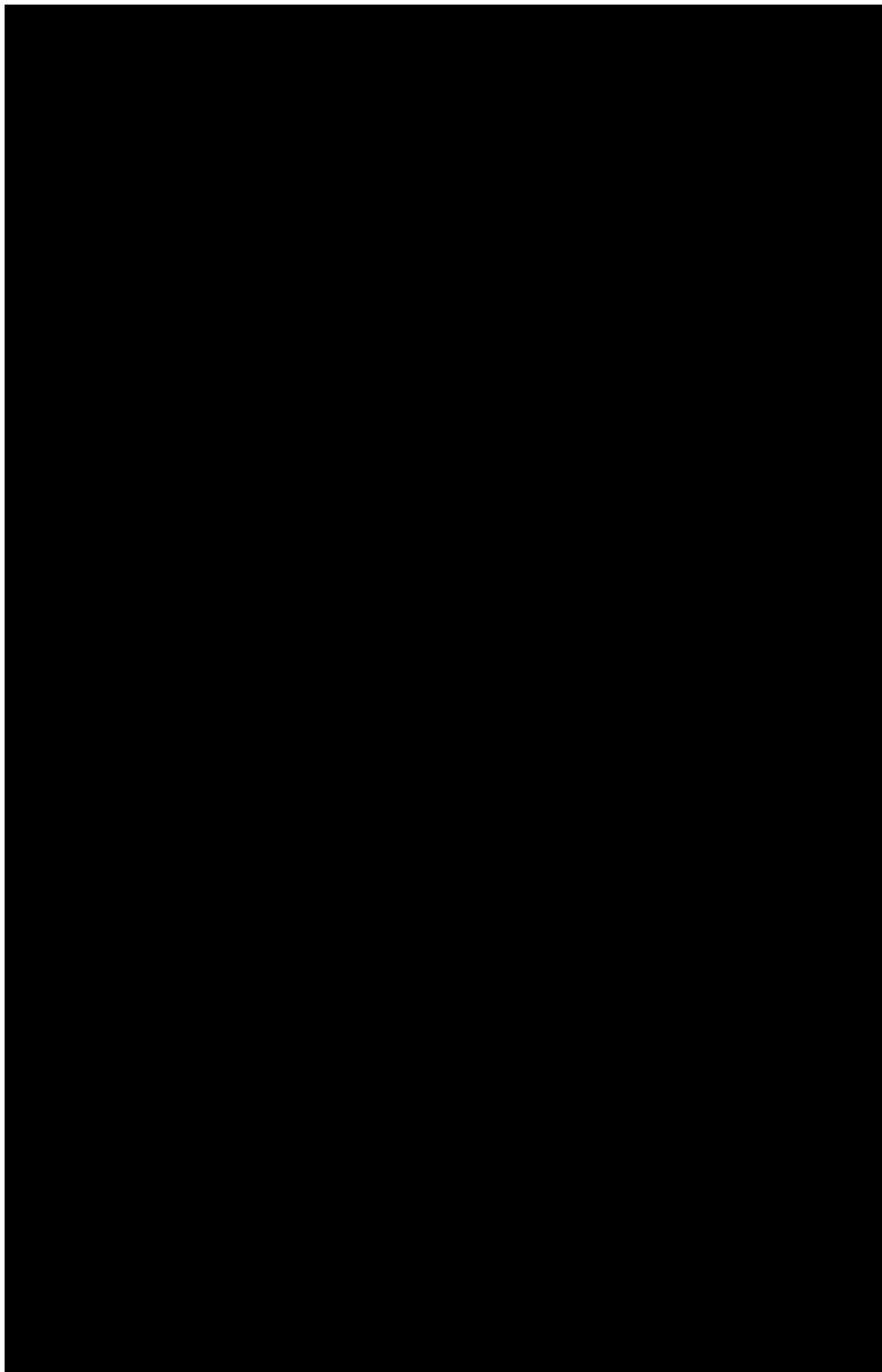




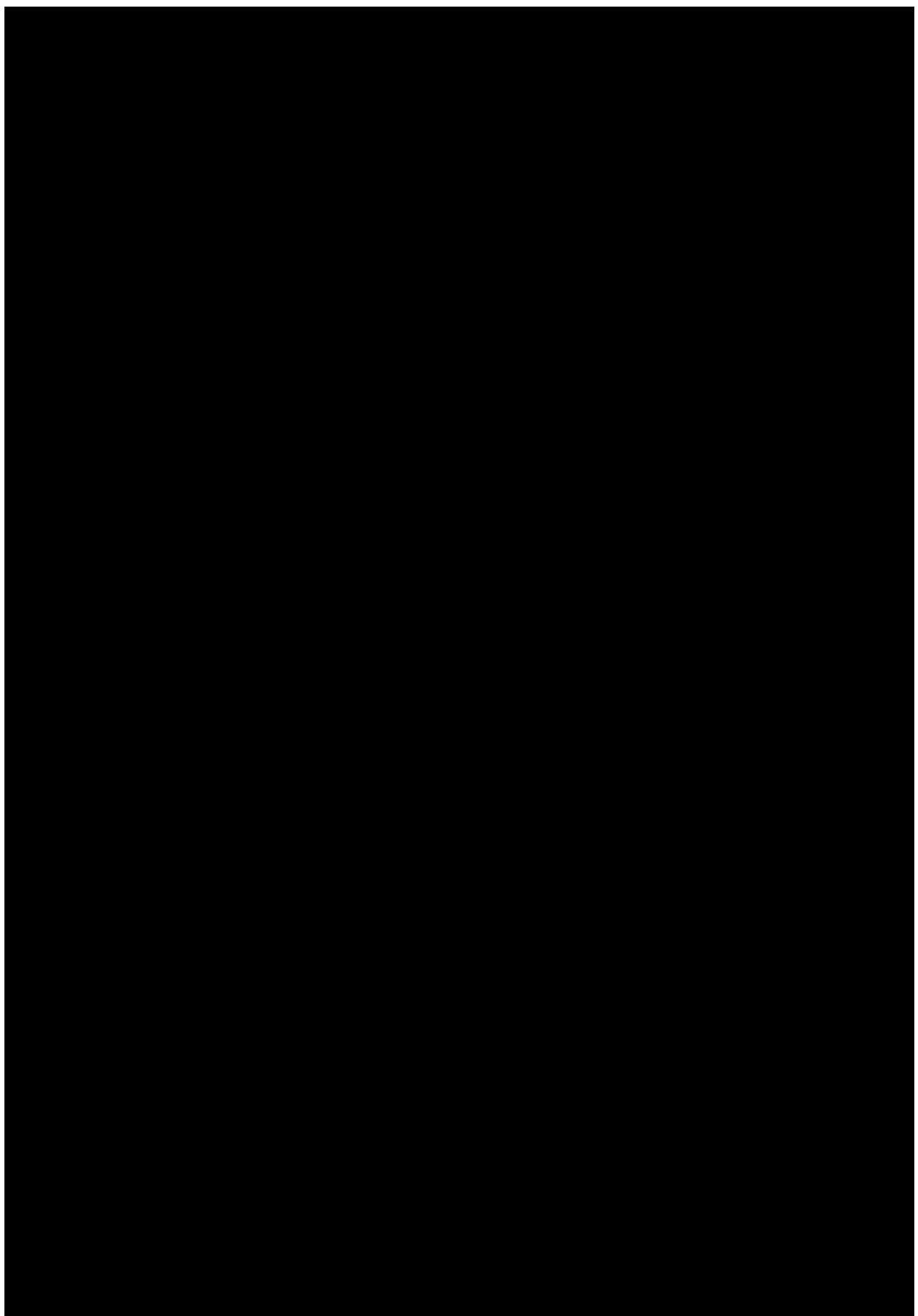


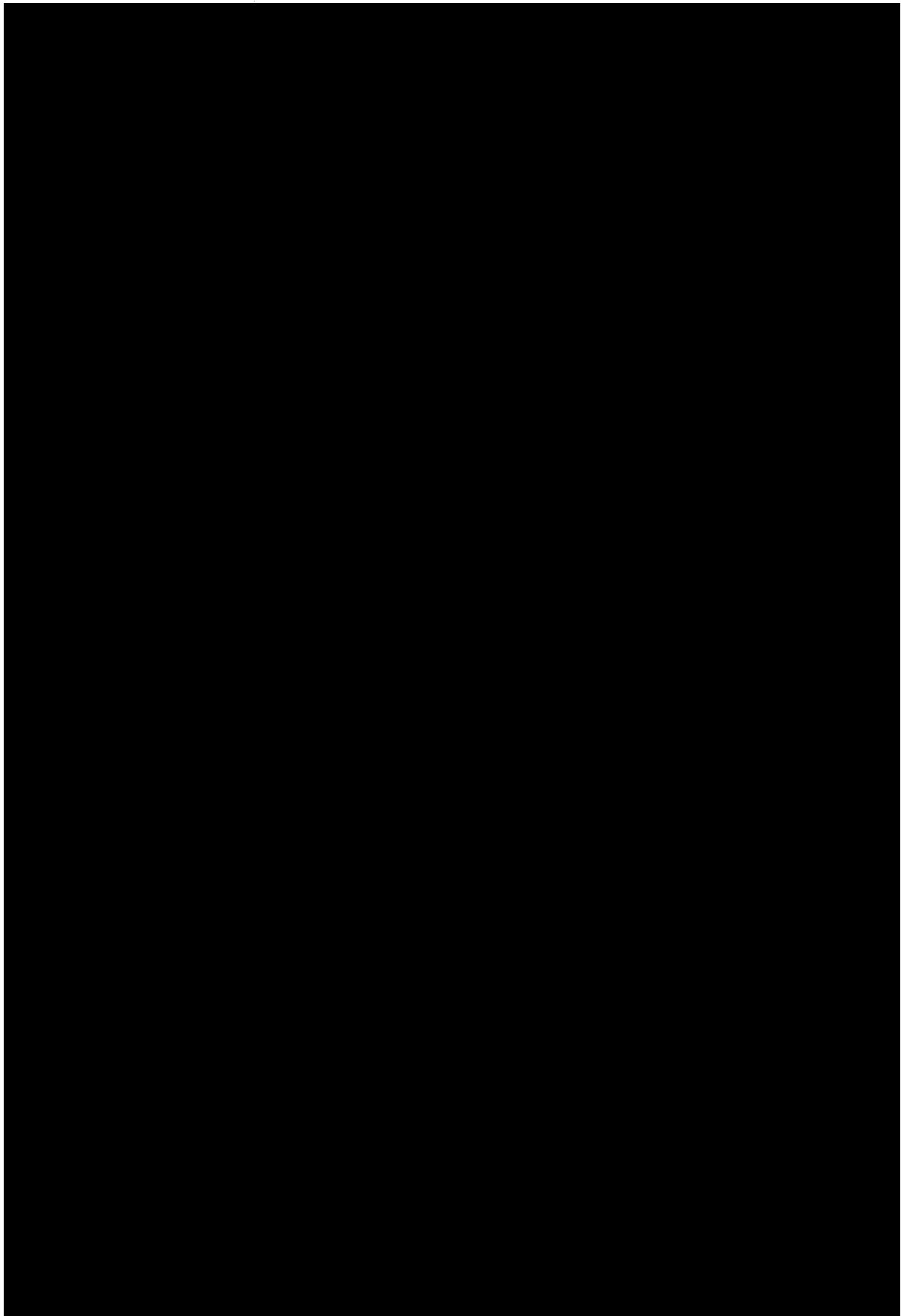


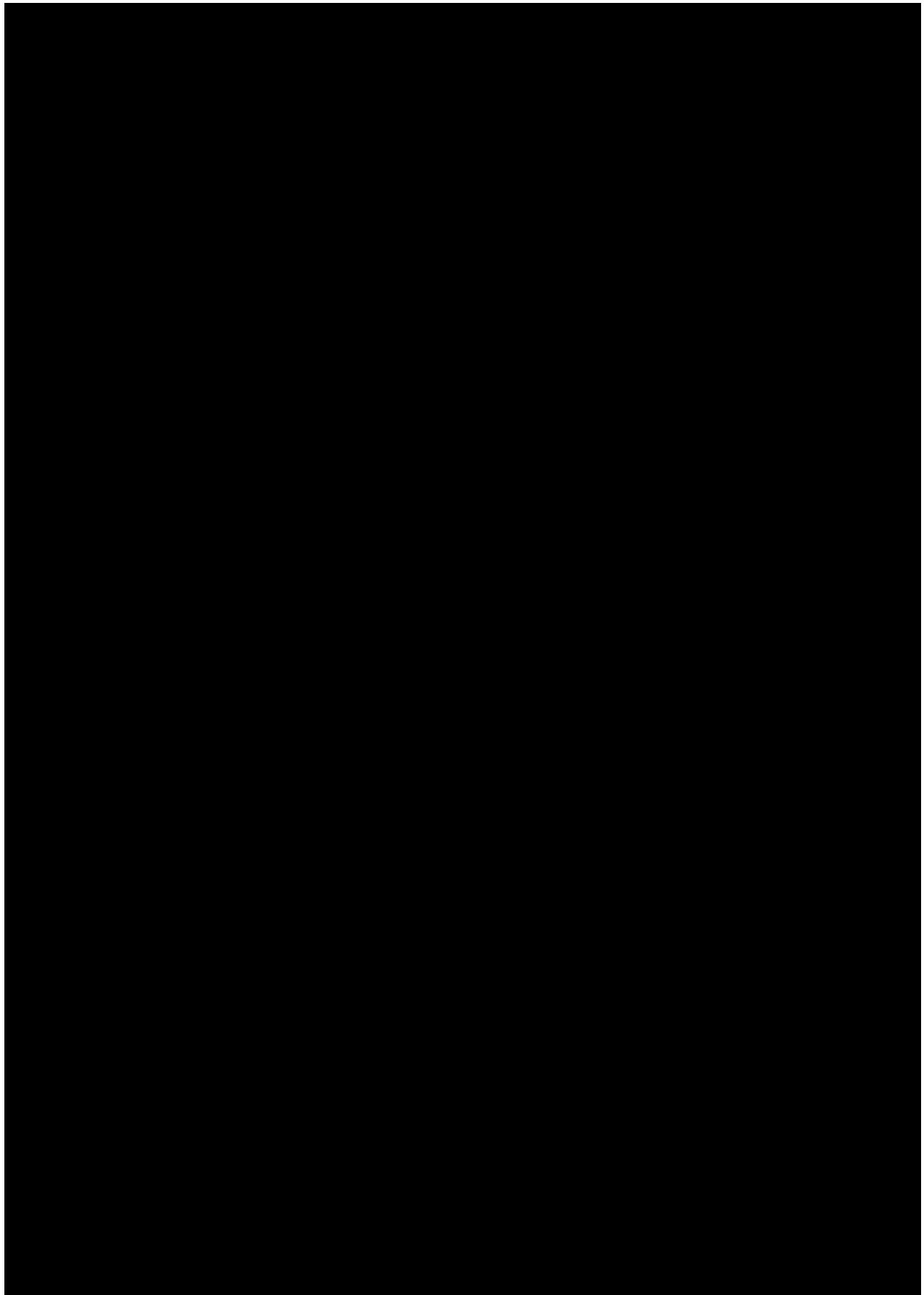




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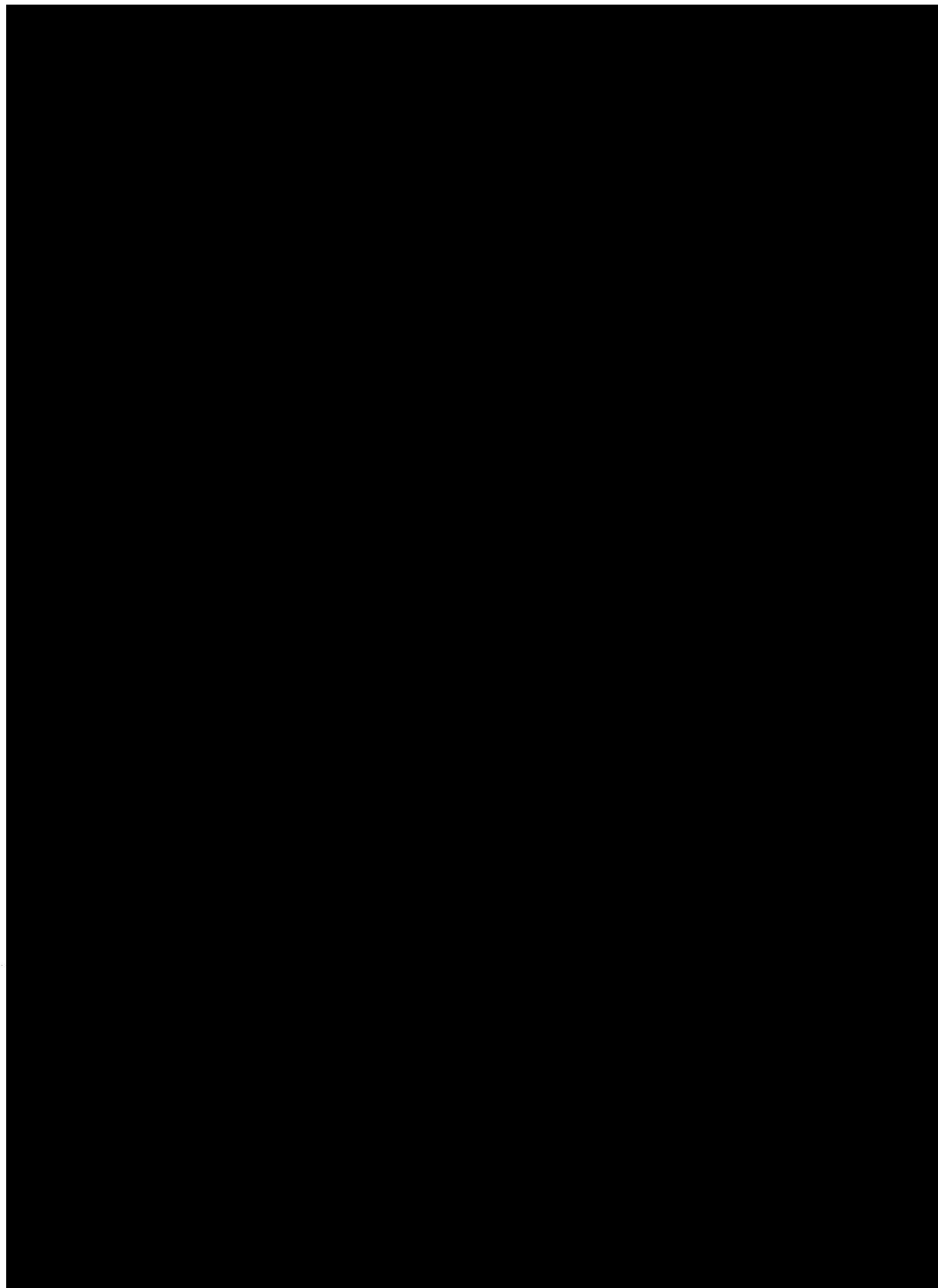


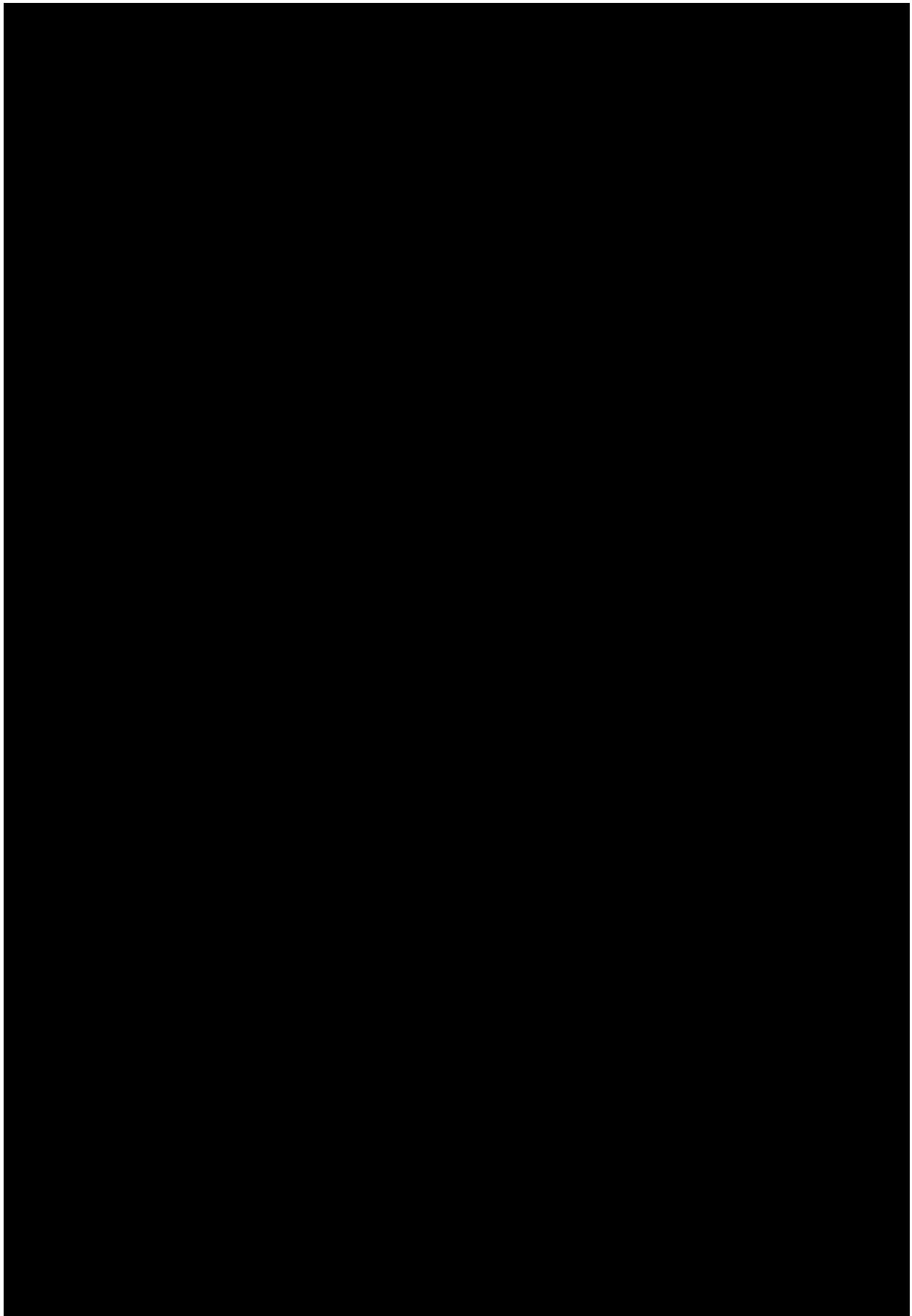


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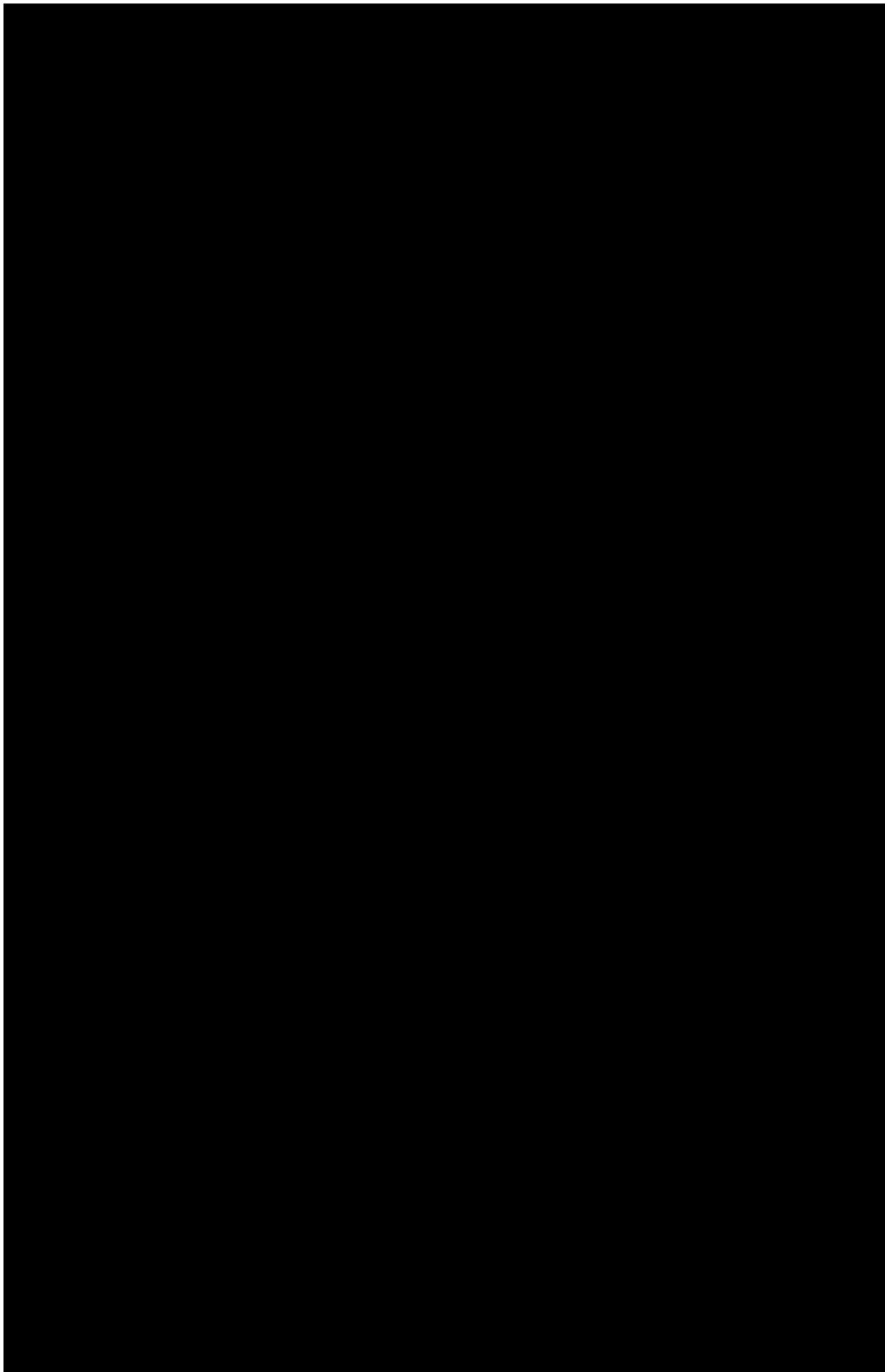
**SCHEDULE F2. – SCHEDULE OF RATES AND LABOUR COSTS**

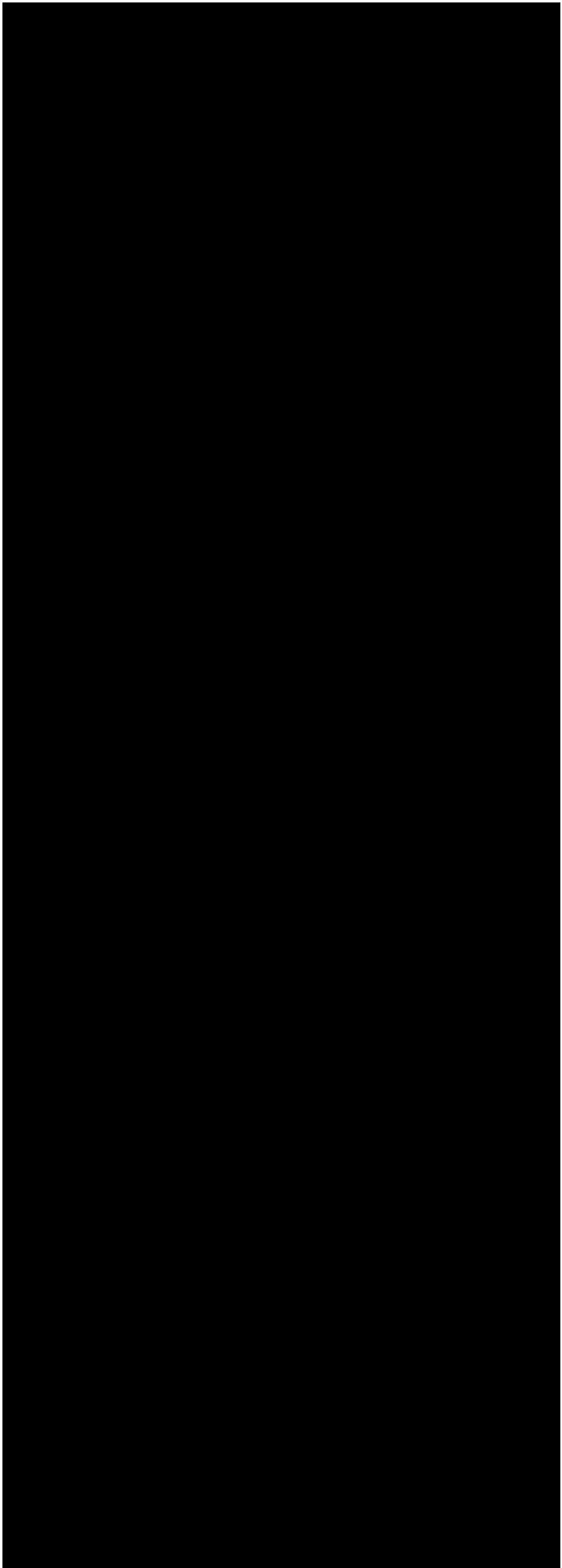






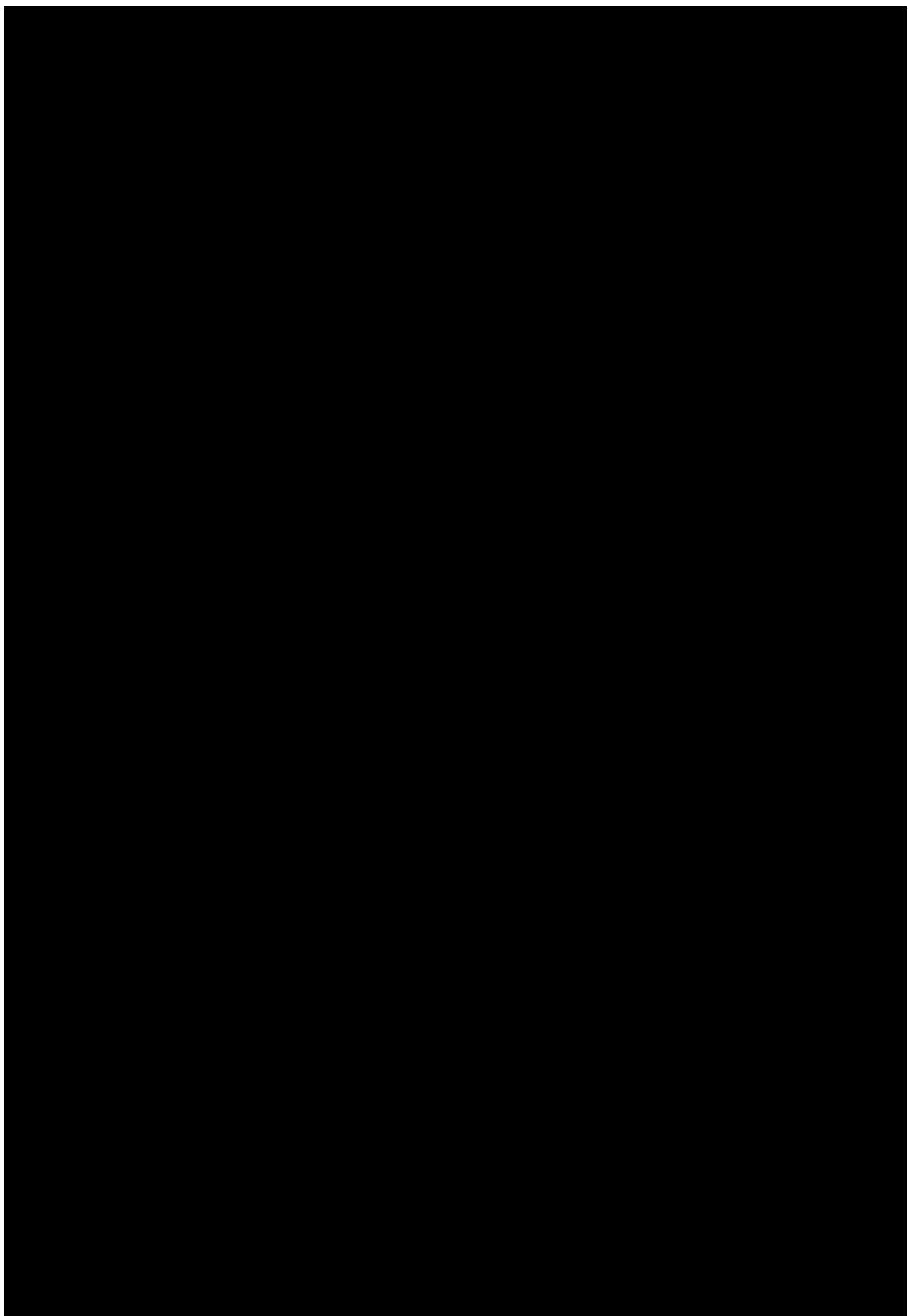


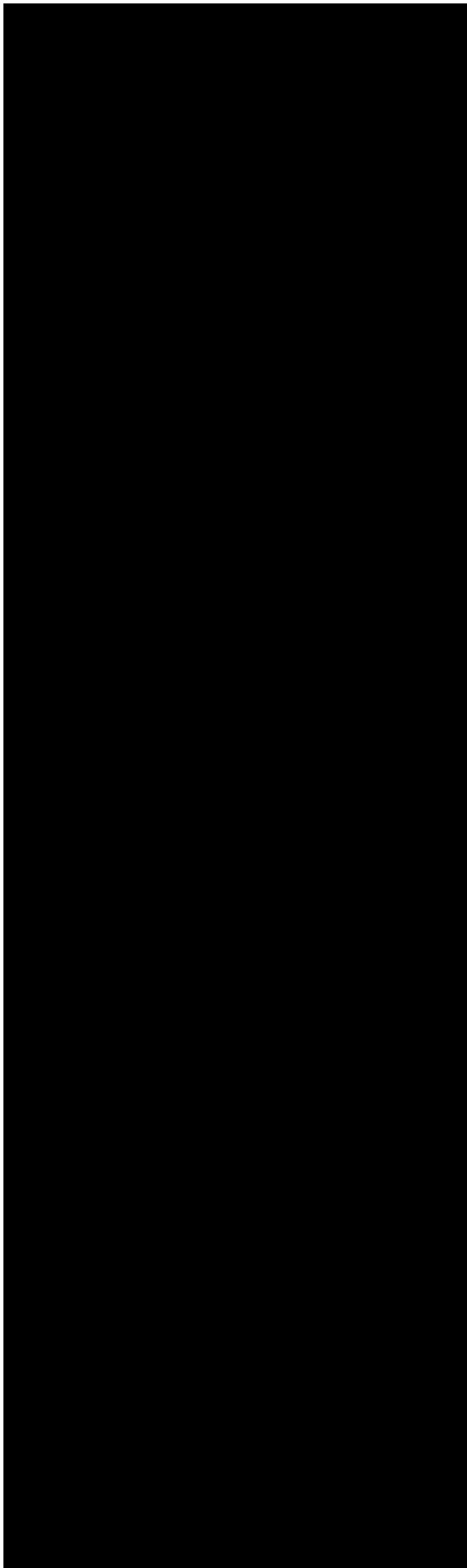




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## **SCHEDULE F3. – FORM OF UNCONDITIONAL UNDERTAKING**

(Clauses 5.2(a) and 15.6(b)(ii))

**THIS DEED POLL (Undertaking)** made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**IN FAVOUR OF:** Transport for NSW (ABN 18 804 239 602) (the Principal)

**GIVEN BY:** \_\_\_\_\_ **(Financial Institution)**

The Contractor: » .....

ABN » .....

Security Amount \$ » .....

## The Contract: The Contract between the Principal and the Contractor

Contract Title: Warringah Freeway Upgrade – Incentivised Target Cost Contract

Contract Number: ».....

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

## **Undertaking**

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

7. This Undertaking is governed by the laws of the State of New South Wales.

**SIGNED** as a deed poll.

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

---

Signature of Attorney

---

Signature of Witness

---

Name of Attorney in full

---

Name of Witness in full

**SCHEDULE F4. – PARENT COMPANY GUARANTEE**

(Clauses 1.1, 5.10, 15.4, 18.1(b))



# Western Harbour Tunnel and Beaches Link

## Warringah Freeway Upgrade

### Deed of Guarantee and Indemnity

Contract No: TfNSW 20.0000301755.1100

Transport for NSW  
ABN 18 804 239 602

and

**[Guarantor]**  
(ABN [*insert*]))

**THIS DEED OF GUARANTEE AND INDEMNITY** is made the

day of

**20**

**BETWEEN:**

1. Transport for NSW (ABN 18 804 239 602) a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) of 20 – 44 Ennis Road, Milsons Point, NSW 2061 (**Beneficiary**); and
2. [insert Guarantor's name] (ABN [insert Guarantor's ABN]) of [insert Guarantor's address] (**Guarantor**).

**RECITALS:**

- (A) The Beneficiary intends to enter into the WFU Deed with the Contractor on the condition that the Guarantor provides this Deed.
- (B) The Guarantor wishes to guarantee to the Beneficiary the Guaranteed Obligations in accordance with this Deed.
- (C) The Guarantor considers that by providing this Deed there will be a commercial benefit to the Guarantor.

**THIS DEED WITNESSES**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Agreed Currency** has the meaning given to that term in clause 6.7.

**Contractor** means [insert Contractor's name, ABN and address].

**Contractor Entity** means [insert relevant JV member's names, ABN and address].

**Contractor Entity's Obligations** means the due and punctual discharge and performance by the Contractor Entity of all of its liabilities, obligations and agreements (present or future, actual or contingent) to the Beneficiary pursuant to or in connection with the WFU Deed and each other Transaction Document, or the work to be carried out or performed by the Contractor under the WFU Deed, and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;
- (b) are present, prospective or contingent;
- (c) are in existence before or come into existence on or after the date of this Deed;
- (d) relate to the payment of money or the performance or omission of any act;
- (e) sound in damages only; or
- (f) accrue as a result of any Event of Default,

and irrespective of:

- (g) whether the Contractor Entity is liable or obligated solely, or jointly, or jointly and severally with another person;

- (h) the circumstances in which the Beneficiary comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or
- (i) the capacity in which the Contractor Entity and the Beneficiary comes to owe or be owed such liability or obligation,

but excluding all of the Contractor Entity's Obligations with respect to payment of the Guaranteed Money.

**Event of Default** means any event which constitutes a breach of, or is duly and properly declared to be an event of default (howsoever described) under, any Transaction Document.

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

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

**Guaranteed Obligations** means the due and punctual payment of the Guaranteed Money and the due and punctual performance of the Contractor Entity's Obligations.

**Insolvency Event** means:

- (a) a controller (as defined in section 9 of the *Corporations Act 2001* (Cth)), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
  - (i) appointing a person referred to in paragraph (a) or (b) of this definition;
  - (ii) winding up or deregistering a person; or
  - (iii) proposing or implementing a scheme of arrangement, other than with the prior approval of the Beneficiary under a solvent scheme of arrangement pursuant to Part 5.1 of the *Corporations Act 2001* (Cth);
- (d) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
  - (i) moratorium of any debts of a person;
  - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or

(iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,

or any agreement or other arrangement of the type referred to in this paragraph (d) is ordered, declared or agreed to;

- (e) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a person is taken to have failed to comply with a statutory demand (as defined in the *Corporations Act 2001* (Cth));
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of a person;
- (g) anything analogous to anything referred to in paragraphs (a) to (f) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law; or
- (h) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

**Insolvency Provision** means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any Law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any Law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

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

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

**Payment Currency** has the meaning given to that term in clause 6.7.

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

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



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

**Transaction Document** means each of:

- (a) this Deed;
- (b) the WFU Deed;

- (c) any other document which the Guarantor and the Beneficiary so designate in writing;
- (d) each other Project Document; and
- (e) each document entered into for the purpose of amending, novating, restating or replacing any of the above.

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

**WFU Deed** means the deed dated on or about the date of this Deed between the Beneficiary and the Contractor for the delivery of the Warringah Freeway Upgrade Works.

#### 1.2 **Terms defined in WFU Deed**

Defined words and expressions used in this Deed have the meanings given to them in the WFU Deed, unless otherwise stated.

#### 1.3 **Interpretation**

In this Deed unless the context indicates a contrary intention:

- (a) if the "Contractor" is more than one person, "Contractor" means each of them severally and every two or more of them jointly;
- (b) if the Guarantor is more than one person, "Guarantor" means each of them severally and every two or more of them jointly;
- (c) "person" includes an individual, the estate of an individual, a body politic, a corporation, joint venture (whether incorporated or unincorporated), a partnership, a trust, a statutory or other authority or association;
- (d) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to any document or agreement (including this Deed) is to such document or agreement as amended, novated, ratified, supplemented or replaced from time to time;
- (f) a reference to any authority, institute, association or body is:
  - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (g) a reference to a statute its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) the word 'includes' in any form is not a word of limitation;

- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the singular includes the plural (and vice versa) and words denoting a given gender include all other genders;
- (k) headings are for convenience only and do not affect interpretation; and
- (l) unless otherwise stated, a reference to any amount is a reference to all or part of the amount.

#### 1.4 **Nature of Guarantor's obligations**

Each obligation of the Guarantor under this Deed constitutes a principal, not a secondary or ancillary obligation, to the extent that, without limiting in any way the operation of any of the other provisions of this Deed, any limitation on the liability of the Guarantor which would otherwise arise by reason of its status as a guarantor, co-guarantor, indemnifier or co-indemnifier, is excluded.

#### 1.5 **No contra proferentem**

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

### 2. **GUARANTEE**

#### 2.1 **Guarantor**

[REDACTED], the Guarantor irrevocably and unconditionally guarantees to the Beneficiary:

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

#### 2.2 **Payment of Guaranteed Money**

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

#### 2.3 **Perform obligations**

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

- (b) The Guarantor shall not be responsible for performing the Contractor Entity's Obligations to the extent the relevant Contractor Entity's Obligations have been performed by another Parent Company Guarantor.

### 3. INDEMNITY

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

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

#### 3A. Limitation

- (a) Notwithstanding any other clause in this Deed but subject to clauses 3A(b) and 3A(c) below:
  - (i) the liability of the Guarantor under this Deed will:

[REDACTED]

- (ii) the liability of the Guarantor under this Deed in connection with [REDACTED]  
[REDACTED] (including a breach of the WFU Deed by the Contractor) will:

- (A) not be greater than; and

[REDACTED]

the liability of the Contractor under the Transaction Documents in respect of

- (iii) nothing in this Deed is intended to render the Contractor Entity and the Guarantor liable for the same loss twice for the one breach of the WFU Deed by the Contractor Entity; and
  - (iv) payment by the Contractor Entity or the Guarantor to or in favour of the Beneficiary shall be deemed to be good discharge against the Beneficiary in respect of that payment.
- (b) The limitation of liability under this clause 3A does not apply to liability to pay any GST in accordance with clause 7.3 or otherwise.
- (c) Nothing in this clause shall limit the Guarantor's liability for Contractor Entity's Obligations which arise from or would have arisen from unenforceable Contractor Entity's Obligations referred to in clause 3(c) (if those Contractor Entity's Obligations had not been voided, avoided or unenforceable), subject to such liability not exceeding the liability that a Contractor Entity would have had if the Contractor Entity's Obligations had not been unenforceable Contractor Entity's Obligations.

#### 4. NATURE AND PRESERVATION OF LIABILITY

##### 4.1 Absolute liability

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

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

##### 4.2 Guarantor's liability

Subject to clause 3A, and except to the extent of a reduction in the Guarantor's liability expressly provided for in clauses 2.2(b) or 2.3(b), the liability of the Guarantor under this Deed will not be affected by anything which, but for this clause 4.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (a) (**Insolvency Event**): the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to any member of the Contractor or the Guarantor;
- (b) (**Distribution**): the receipt by the Beneficiary of any payment, dividend or distribution under any Insolvency Provision in relation to the Contractor or the Guarantor;
- (c) (**Event of Default**): the occurrence of any Event of Default;
- (d) (**Invalidity**): any Security or any Transaction Document being terminated or discharged (whether by any party thereto or by operation of law) or being or becoming void, voidable or unenforceable for any reason;

- (e) **(Other Securities)**: the Beneficiary accepting or declining to accept any Security from any person;
- (f) **(Time or indulgence)**: the Beneficiary granting or agreeing with the Guarantor or the Contractor to grant time, waiver or other indulgence or concession to, or making any composition or compromise with any person whether or not pursuant to any Transaction Document;
- (g) **(Forbearance)**: the Beneficiary not exercising or delaying in the exercise of any remedy or right it has at any time to terminate or enforce its rights under this Deed, any Transaction Document or any Security;
- (h) **(Acquiescence or other omission)**: any laches, acquiescence or other act, neglect, default, omission or mistake by the Beneficiary;
- (i) **(Repudiation)**: the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Beneficiary or the Contractor or the Guarantor of the WFU Deed or any Contractor's Obligation;
- (j) **(Variation)**: any variation, novation or alteration to or substitution of this Deed, any Transaction Document or any Security, whether or not that variation, novation or alteration permits or results in a change in the Guaranteed Obligations including the amount of the Guaranteed Money or a change in the date by which it must be paid, or a change in the identity of the Contractor;
- (k) **(Release)**: the full, partial or conditional release or discharge by the Beneficiary or by operation of law of any Relevant Person from its obligations under any Transaction Document or any Security except to the extent that the Principal has, in writing, provided a release or discharge which has the effect of reducing the obligations of the Relevant Person;
- (l) **(Securities)**: the Beneficiary enforcing, releasing, disposing of, surrendering, wasting, impairing, destroying, abandoning, prejudicing, or failing or delaying to perfect, maintain, preserve, realise or enforce any Transaction Document or any Security, whether negligently or otherwise;
- (m) **(Accounts)**: the opening or operation of any new account with the Beneficiary by the Contractor;
- (n) **(Change of constitution)**: any change for any reason in the name or manner in which the Beneficiary or any Relevant Person carries on business, including any change in any partnership, firm or association of which the Beneficiary or any Relevant Person is a member;
- (o) **(Disclosure)**: any failure by the Beneficiary to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known by, or which ought to have been known by, the Beneficiary relating to or affecting any Relevant Person before or at any time after the date of this Deed;
- (p) **(Prejudicial conduct)**: any breach by the Beneficiary of any term of any Transaction Document or Security or any other act or omission (negligent or otherwise) of the Beneficiary with regard to any Transaction Document, any Security or any Relevant Person which is prejudicial to the interests of the Guarantor;
- (q) **(Preference)**: any claim by any person that a payment to, receipt by, or other transaction in favour of the Beneficiary in or towards satisfaction of the Guaranteed Money is void, voidable or capable of being set aside under any law relating to bankruptcy, insolvency or liquidation being upheld, conceded or compromised;

- (r) (**Assignment**): the transfer, assignment or novation by the Beneficiary or any Relevant Person of all or any of its rights or obligations under any Transaction Document or Security to which it is a party;
- (s) (**Death or incapacity**): (where the Guarantor is an individual) the death or mental incapacity of the Guarantor;
- (t) (**Administration**): the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:
  - (i) the enforcement of this Deed against the Guarantor or a parent company guarantee given by another Parent Company Guarantor; or
  - (ii) any claim for contribution against the Guarantor or another Parent Company Guarantor; or
- (u) (**Disclaimer**): a disclaimer of any contract (including the WFU Deed) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws.

#### 4.3 No marshalling

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

#### 4.4 Void or voidable transactions

If:

- (a) (**Release or discharge**): the Beneficiary has at any time released or discharged:
    - (i) the Guarantor from its obligations under this Deed or any Security executed by the Guarantor; or
    - (ii) any assets of the Guarantor from a Security,
 in either case in reliance on a payment, receipt or other transaction to or in favour of the Beneficiary;
  - (b) (**Void or voidable**): that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under a law relating to bankruptcy, insolvency or liquidation; and
  - (c) (**Claim**): that claim is upheld, conceded or compromised,
- then:
- (d) (**Restitution of rights**): the Beneficiary will immediately become entitled against the Guarantor to all such rights (including under any Security) as it had immediately before that release or discharge;
  - (e) (**Restore Beneficiary's position**): the Guarantor must immediately do all things and execute all documents as the Beneficiary may reasonably require to restore to the Beneficiary all those rights; and

- (f) **(Indemnity):** the Guarantor must indemnify and keep indemnified the Beneficiary against costs, losses and expenses suffered or incurred by the Beneficiary as a result of the upholding, concession or compromise of the claim.

#### 4.5 **No double proof**

This Deed constitutes a guarantee of the whole of the Guaranteed Obligations, even if the Beneficiary and the Guarantor have agreed or agree at any time that the Guarantor's liability under this Deed will be limited to a maximum amount. Accordingly, the Guarantor is not entitled to:

- (a) lodge any proof of debt in the winding up of the Contractor;
- (b) exercise any right of subrogation; or
- (c) otherwise be entitled to the benefit of any Security held by the Beneficiary,

with respect to any claim arising as a result of the Guarantor making a payment under this Deed, unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

#### 4.6 **Suspense account**

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

#### 4.7 **Proof of debt in competition with Beneficiary**

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

#### 4.8 **Claim on the Guarantor**

- (a) [REDACTED] the Beneficiary is not required to take any steps to enforce its rights under any Transaction Document or any Security before enforcing its rights  
[REDACTED]

**4.9 No representation by Beneficiary**

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

**4.10 No contribution**

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

**5. CORPORATE REPRESENTATIONS AND WARRANTIES**

**5.1 Representations and warranties**

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

- (a) (**Constitution**): the execution, delivery and performance of this Deed does not violate its constitution or any other document, agreement, law or rules by which it is bound;
- (b) (**Corporate power**): it has taken all action required to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed;
- (c) (**Filings**): it has filed all notices and effected all registrations with the Australian Securities and Investments Commission or similar office in its jurisdiction of incorporation and in any other jurisdiction as required by law, and those filings and registrations are current, complete and accurate;
- (d) (**Corporate benefit**): the execution of this Deed is in the best commercial interests of the Guarantor;
- (e) (**Consideration**): this Deed is executed for valuable consideration, the receipt and adequacy of which the Guarantor acknowledges;
- (f) (**Status**): it is not in liquidation, provisional liquidation or receivership, or under administration, and no matter relating to it or any of its subsidiaries is the subject of a direction under, or having effect as if it were a direction under, section 14 of the *Australian Securities and Investments Commission Act 2001* (Cth) ('ASC Law'), or the subject of an investigation under, or taken to be under, the ASC Law;
- (g) (**Ownership of property**): it has full legal capacity and power to own its property and assets and carry on its business as it is now being conducted;
- (h) (**Ranking of obligations**): this Deed constitutes a valid and legally binding obligation, enforceable in accordance with its terms, to rank at all times at least equally with all of its other present and future unsecured payment obligations (including, without limitation, contingent obligations), other than those which are mandatorily preferred by law and that the Guarantor has taken all action required to ensure that its obligations under this Deed so rank and will continue to so rank;
- (i) (**No litigation**): no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of any of its officers, threatened against it or any of its subsidiaries or any of its or their property which, if adversely determined,

would be likely to have either separately or in aggregate a Material Adverse Effect on it or any of its subsidiaries;

- (j) **(Financial statements):** its financial statements current as at the date of this Deed have been prepared in accordance with the laws of Australia and (except where inconsistent with those laws) generally accepted accounting principles consistently applied, and give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up, and of the results of operations for the financial year then ended, and there has been no change since that date having a Material Adverse Effect on it, or on it and its subsidiaries on a consolidated basis;
- (k) **(Other information):** the written information and reports (if any) which it has given to the Beneficiary in connection with the negotiation and preparation of this Deed:
  - (i) was, when given, true and accurate in all material respects and not misleading, whether by omission or otherwise; and
  - (ii) contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and were fair and reasonable when made or formed; and
  - (l) **(No filings or Taxes):** it is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence of this Deed that this Deed or any other corporate notice or instrument be filed or registered with any Government Agency or that any Taxes be paid.

## 5.2 **Representations and warranties repeated**

Except for the representations and warranties in clause 5.1(i) which will not be repeated, each other representation and warranty in this Deed will be repeated on each day whilst any of the Guaranteed Money remains outstanding (whether or not then due for payment) with reference to the facts and circumstances then subsisting, as if made on each such day.

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

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

## 5.4 **No representations to Guarantor**

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

# 6. PAYMENTS

## 6.1 **On demand**

All money payable by the Guarantor under this Deed must be paid within [REDACTED] Business Days of a written demand by the Beneficiary in immediately available funds to the account and in the manner notified from time to time by the Beneficiary to the Guarantor.

## 6.2 **Payment in gross**

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

### **6.3 Appropriation of payments**

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

### **6.4 Interest**

- (a) The Guarantor must on demand by the Beneficiary from time to time pay interest on all Unpaid Amounts [REDACTED]

[REDACTED]

- (b) Interest will accrue on those amounts from day to day from the due date up to the date of actual payment at the [REDACTED] and, if not paid when due, will itself bear interest in accordance with this clause 6.4.

- (c) Interest is calculated on the basis of the actual number of days on which interest has accrued and on a 365 day year.

### **6.5 Merger**

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

### **6.6 Withholding for Taxes**

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

### **6.7 Currency indemnity**

The Australian dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any of the Guaranteed Obligations which is denominated in a foreign currency must be made in that foreign currency.

If for any reason any amount payable by the Guarantor under or in connection with this Deed is received by the Beneficiary in a currency (**Payment Currency**) other than the currency (**Agreed Currency**) in which that amount is required to be paid under this Deed (whether as a result of any judgment or order, the liquidation of the Guarantor or otherwise), and the amount obtained (net of charges) by the Beneficiary on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Beneficiary for that deficiency and for any loss sustained as a result of that deficiency.

## 7. EXPENSES, STAMP DUTY AND GST

### 7.1 Expenses

The Guarantor must on demand indemnify and keep indemnified the Beneficiary against all reasonable expenses, including legal fees, costs and disbursements on a solicitor/own client basis (or on a full indemnity basis, whichever is higher) assessed without the necessity of taxation, incurred by the Beneficiary in connection with:

- (a) **(Amendment)**: any consent, agreement, approval, waiver, amendment to or discharge of this Deed;
- (b) **(Enforcement)** [REDACTED] any exercise, enforcement or preservation, or attempted enforcement or preservation, of any rights under this Deed [REDACTED]  
[REDACTED]

### 7.2 Stamp duties

The Guarantor must:

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

### 7.3 Goods and Services Tax

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

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

- (i) **GST** means the goods and services tax imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge arising directly as a result of a default by the Guarantor of an obligation under this Deed;
- (ii) **GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the prevailing rate of GST;

- (iii) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (iv) **Payment** means:
- (A) the amount of any monetary consideration (other than a GST Amount payable under this clause 7.3); and
- (B) the GST Exclusive Market Value of any non-monetary consideration, paid or provided by the Guarantor for any Supply made under or in connection with this Deed or the WFU Deed and includes an amount payable by way of indemnity, reimbursement, compensation or damages.
- (b) The parties agree that:
- (i) all Payments have been set or determined at an amount which is net of GST;
- (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply made by the Beneficiary, the GST Amount in respect of the Payment must be paid by, or on behalf of, the Guarantor to the Beneficiary as any additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (iii) the Beneficiary will provide a Tax Invoice, before any GST Amount is payable under this clause 7.3(b).
- (c) If a payment (including a Payment as defined in this clause 7.3) to the Beneficiary by the Guarantor under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by the Beneficiary, then the payment will be reduced by the amount of any input tax credit to which the Beneficiary is entitled for that loss, cost or expense.

## 8. ASSIGNMENTS

### 8.1 The Guarantor

The Guarantor must not assign, novate or otherwise deal with all or any part of its rights and obligations under this Deed without the prior written consent of the Beneficiary.

### 8.2 The Beneficiary

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

## 9. GOVERNING LAW AND JURISDICTION

### 9.1 Governing law

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

## 9.2 **Jurisdiction**

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

## 10. **MISCELLANEOUS**

### 10.1 **Certificate of Beneficiary**

A certificate in writing of the Beneficiary:

- (a) certifying the amount payable by the Contractor Entity or the Guarantor to the Beneficiary [REDACTED]; or
- (b) stating any other act, matter or thing relating to this Deed, any Transaction Document or any Security will be prima facie evidence of the [REDACTED] contents of the certificate.

### 10.2 **Notices**

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

- (a) must be in writing;
  - (b) must be signed by a person duly authorised to do so by the sender;
  - (c) will be deemed to have been duly given or made to a person if delivered or posted by prepaid post to the address, or sent by email to the email address of that person set out in clause 10.3 (or any other address or email address as is notified in writing by that person to the other parties from time to time); and
  - (d) will be deemed to be given or made:
    - (i) (in the case of prepaid post sent to an address in the same country) on the fifth day after the date of posting;
    - (ii) (in the case of international post) seven (7) Business Days after the date of posting;
    - (iii) (in the case of delivery by hand) on delivery; and
    - (iv) (in the case of email)
      - (A) if it is transmitted by 5.00 pm (Sydney time) on a Business Day - on that Business Day; or
      - (B) if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day - on the next Business Day,
- unless the result is that the communication would be taken to be received on a day which is not a Business Day or after 5.00 pm on a Business Day, in which case it is deemed to be received at 9.00 am on the next Business Day.

### **10.3 Address for notices**

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

#### **The Guarantor**

Address: [insert Guarantor's address]

Email address: [insert Guarantor's email]

Attention: [insert]

#### **The Beneficiary**

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

Email address: [REDACTED]

Attention: [REDACTED] (and any additional person notified by the Beneficiary in writing)

### **10.4 Continuing obligation**

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

### **10.5 Further assurance**

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

### **10.6 Form of demand**

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

### **10.7 Severability of provisions**

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

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

**10.8 Remedies cumulative**

The rights and remedies conferred by this Deed on the Beneficiary are cumulative and in addition to all other rights or remedies available to the Beneficiary by law or by virtue of any Transaction Document or any Security.

**10.9 Waiver**

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

**10.10 Consents and approvals**

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

**10.11 Moratorium legislation**

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

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

are expressly waived and excluded.

**10.12 Debit accounts and set-off**

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

**10.13 Counterparts**

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

**10.14 Execution by less than all parties**

This Deed binds each of the persons executing it notwithstanding:

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

**10.15 Resolution of disputes binding**

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

**10.16 No right to be heard**

To the fullest extent permitted by law, the Guarantor waives and expressly disclaims any right to be heard at or appear in any proceedings (whether judicial, arbitral, administrative or of any other nature including but not limited to any alternative dispute resolution) conducted for the purpose of settling or resolving or attempting to settle or resolve any dispute referred to in clause 10.15 or otherwise to be involved in the settlement or resolution of any such dispute.

**10.17 Civil Liability Act**

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

Executed as a deed.

**SIGNED SEALED AND DELIVERED** for and on behalf of **TRANSPORT FOR NSW** (ABN 18 804 239 602) by its authorised delegate in the presence of:

Signature of witness

Signature of authorised delegate

Name of witness

Name of authorised delegate

[*Insert Guarantor's execution block*]

## Schedule A

### Dispute provisions for certain foreign Guarantors

#### (Clause 9)

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

#### 9.3 Reference to arbitration

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

#### 9.4 General principles

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

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

## **9.5 Expedited proceedings**

- (a) The parties agree that the arbitral tribunal will conduct the arbitration as expeditiously as possible and no party will unnecessarily delay the arbitration proceedings.
- (b) All evidence in chief will be in writing, unless otherwise ordered by the arbitral tribunal.
- (c) Each party may only rely upon one expert witness in respect of any recognised area of specialisation, unless otherwise ordered by the arbitral tribunal.
- (d) After consultation with the parties the arbitral tribunal will determine whether to conduct the proceedings on the basis of documents and other materials only or whether an oral hearing will be held. In doing so the arbitral tribunal shall have particular regard to the parties' request for an expedited procedure and the rules of natural justice.
- (e) If the arbitral tribunal determines that an oral hearing will be conducted, the following principles will apply in respect of the oral hearing:
  - (i) the duration of the oral hearings shall be fixed by the arbitral tribunal;
  - (ii) unless otherwise ordered by the arbitral tribunal, the oral hearing shall be conducted on a stop-clock basis with the effect that the time available to the parties will be split equally between the parties so that each party shall have the same time to conduct its case unless, in the opinion of the arbitral tribunal, such a split would breach the rules of natural justice or is unfair to one of the parties;
  - (iii) oral evidence in chief at the hearing shall be permitted only with the permission of the arbitral tribunal for good cause;
  - (iv) not less than 14 days prior to the date fixed for the oral hearing, or any other period of time specified by the arbitral tribunal, each party shall give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross-examination; and
  - (v) in exceptional circumstances the arbitral tribunal may extend the time for the oral hearing set pursuant to clause 9.5(e)(i) above.

## **9.6 Consolidation**

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

## **9.7 Joinder**

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

## **9.8 Award final and binding**

Any award will be final and binding upon the parties.

## **SCHEDULE F5. – INSURANCE POLICIES**

(Clause 17.3)

The documents set out in the following table, which form this Schedule F5 (*Insurance Policies*) as the Principal's Insurance Policies, are contained in Schedule G1 (*Electronic Files*) as electronic files:

<b>Electronic File Reference</b>	<b>Type</b>
WFU – Draft PI Policy Wording	.pdf
WFU –MD Policy Wording	.pdf
WFU –PPEIL Policy Wording	.pdf

## **SCHEDULE F6. – KRA INCENTIVE PAYMENT SCHEDULE**

(Clauses 1.1, 15.1, 15.2, 15.11)

### **1. Introduction**

- (a) The Principal has entered into this deed in order to, amongst other things, achieve the Contract Objectives.
- (b) The Key Result Areas and the Key Performance Indicators contained in this Schedule F6 have been formulated by the Principal to measure and assess the Contractor's commitment to assisting the Principal achieve the Contract Objectives.
- (c) The Contractor's performance against the Key Result Areas and the Key Performance Indicators will be used to:
  - (i) monitor the performance of the Contractor; and
  - (ii) calculate the Performance Incentive Payments in accordance with clause 3.2 of this Schedule F6.
- (d) The Principal will provide the Contractor with regular feedback on the Contractor's performance against the Key Result Areas and the Key Performance Indicators during each Performance Assessment Period.

### **2. Definitions**

The following definitions apply in this Schedule F6:

**Contract Objectives** means the objectives for the WHTBL Program and the Project Works set out in clause 2.1 and clause 2.2 of the deed.

**Incentive Amount** means:

- (a) in relation to a KPI other than a Milestone KPI, for a Performance Assessment Period, the amount identified as the "Incentive Amount per PAP" for the relevant KPI in the final column of the relevant table in clause 4 of this Schedule F6; or
- (b) in relation to a Milestone KPI, the amount identified as the "Total Incentive Amount" for the relevant Milestone KPI in the fourth column of the relevant table in clause 4 of this Schedule F6.

**Key Performance Indicator** or **KPI** means a "Key Performance Indicator" or "KPI" associated with a Key Result Area, as described in clauses 4.2 to 4.5 of this Schedule F6.

**Key Result Area** or **KRA** means a "Key Result Area" or "KRA" identified in clause 4.1 of this Schedule F6.

**Milestone** means, in respect of a Milestone KPI, the milestone specified in the column titled "Milestone" in clause 4 of this Schedule F6.

**Milestone KPI** means:

- (a) the KPI labelled "KPI 3.2" in clause 4 of this Schedule F6; and
- (b) the KPI labelled "KPI 4.2" in clause 4 of this Schedule F6.

**PAP** means Performance Assessment Period.

**Performance Assessment Period** means, in respect of a KPI other than a Milestone KPI, each six or 12 month period (or such other identified period for the final PAP for each relevant KPI) as specified in the column titled "PAP" in clause 4 of this Schedule F6 for that KPI during the period commencing from the date specified in clause 3.1(a)(i)(A) of this Schedule F6 and expiring on the date specified in clause 3.1(a)(i)(B) of this Schedule F6.

**Performance Incentive Payment** means:

- (a) in relation to a KPI for a Performance Assessment Period, a payment for that KPI in that Performance Assessment Period, calculated in accordance with clause 3.2 of this Schedule F6; or
- (b) in relation to a Milestone KPI, a payment for that Milestone KPI, calculated in accordance with clause 3.2 of this Schedule F6.

### **3. Performance Incentive Payments**

#### **3.1 General**

- (a) The Contractor will have the ability to earn Performance Incentive Payments:
  - (i) in respect of Performance Incentive Payments for KPIs other than the Milestone KPIs, during the period:
    - (A) commencing on [REDACTED]; and
    - (B) ending on the [REDACTED]  
[REDACTED]; and
  - (ii) in respect of Performance Incentive Payments for Milestone KPIs, following achievement of the relevant Milestone.
- (b) Without limiting the Contractor's entitlement to be paid the Cost Incentive under the deed, the maximum amount payable by the Principal to the Contractor pursuant to this Schedule F6 is [REDACTED] (excluding GST).

#### **3.2 Calculation of Performance Incentive Payments**

The Performance Incentive Payment for each KPI will be calculated in accordance with the following formula:

$$PIP = \left( \frac{Score (KPI_n)}{100} \right) \times Incentive\ Amount\ (KPI_n)$$

Where, in respect of a KPI other than a Milestone KPI:

<b>PIP</b>	= The Performance Incentive Payment for the relevant KPI for the relevant Performance Assessment Period.
<b>Score (KPI<sub>n</sub>)</b>	= The score achieved for the relevant KPI during the relevant Performance Assessment Period.
<b>Incentive Amount (KPI<sub>n</sub>)</b>	= The Incentive Amount for the relevant KPI for a Performance Assessment Period.

And where, in respect of a Milestone KPI:

<b>PIP</b>	= The Performance Incentive Payment for the relevant Milestone KPI
<b>Score (KPI<sub>n</sub>)</b>	= The score achieved for the relevant Milestone KPI
<b>Incentive Amount (KPI<sub>n</sub>)</b>	= The Incentive Amount for the relevant Milestone KPI

### 3.3 Indicative Score for KPI 3.2 (Issue Resolution)

In relation to the Milestone KPI labelled "KPI 3.2" (*Proactive identification of issues and collaborative approach to issue resolution*) in clause 4 of this Schedule F6, the parties acknowledge and agree that:

- (a) the score for the Milestone KPI will be determined following achievement of the relevant Milestone; and
- (b) despite clause 3.3(a), the Principal's Representative may periodically notify the Contractor of its indicative score for the Milestone KPI on a cumulative basis up to and including the date of such notice.

### 3.4 Discretionary payment of unearned amounts

- (a) To the extent that the Contractor has not earned the full amount of all Incentive Amounts within the relevant periods contemplated by clause 3.1(a) of this Schedule F6, the Principal's Representative may, in its absolute discretion, elect to pay all or part of such unearned amounts to the Contractor following the Date of Completion of the last Portion to achieve Completion.
- (b) The Principal is not obliged to pay any amount pursuant to clause 3.4(a) and is not required to exercise its discretion under clause 3.4(a) for the benefit of the Contractor.
- (c) Without in any way limiting the discretion of the Principal's Representative under clause 3.4(a), the matters that the Principal's Representative may have regard to when electing whether to pay an amount (if any) pursuant to clause 3.4(a) of this Schedule F6 include:
  - (i) whether, in respect of any KPI for which the Contractor did not achieve the maximum possible score in a Performance Incentive Period, the Contractor:
    - (A) subsequently achieved improved scores; or
    - (B) implemented measures to improve its performance in the relevant area that is measured by the relevant KPI; and
  - (ii) the extent to which the Contractor has, in the opinion of the Principal, complied with its obligations:
    - (A) under clauses 3.2 (*Cooperation and coordination with Interface Contractors*), 7.2 (*Traffic Management and Road Occupancy Licences*) and 12 (*Defects, Inspection and Repair*) of the deed;

- (B) under each Interface Deed; and
- (C) in respect of the provision of information to the Principal on an Open Book Basis.
- (d) Following its determination under clause 3.4(a) of this Schedule F6, the Principal's Representative will notify the Contractor in writing of the amount (if any) that the Principal has elected to pay pursuant to clause 3.4(a) of this Schedule F6.
- (e) Following receipt of a written notice from the Principal's Representative under clause 3.4(d) of this Schedule F6, the Contractor may claim the amount stated in such written notice in accordance with clause 15 of this deed.
- (f) The Principal's Representative's determination under clause 3.4(a) of this Schedule F6 is final and binding on the Contractor and not capable of review in any forum.

#### **3.4A Payment of Incentive Amounts**

- (a) Within fifteen (15) Business Days of the conclusion of each Performance Assessment Period in respect of a KPI other than a Milestone KPI, or the achievement of the relevant Milestone for Milestone KPIs, the Principal's Representative will:
  - (i) in respect of the Performance Incentive Payments for KPIs other than the Milestone KPIs, assess the Contractor's performance and calculate the Performance Incentive Payment for the relevant KPI for the relevant Performance Assessment Period in accordance with clause 3.2 of this Schedule F6; or
  - (ii) in respect of the Performance Incentive Payments for Milestone KPIs, assess the Contractor's performance and calculate the Performance Incentive Payment for the relevant Milestone KPI in accordance with clause 3.2 of this Schedule F6.
- (b) Following its determination under clause 3.4A(a) of this Schedule F6, the Principal's Representative will notify the Contractor in writing of the amount (if any) that the Principal has calculated pursuant to clause 3.2 of this Schedule F6.
- (c) Following receipt of a written notice from the Principal's Representative under 3.4A(b) of this Schedule F6, the Contractor may claim the amount stated in such written notice in accordance with clause 15 of this deed.

#### **3.5 Nature of this performance incentive payment regime**

- (a) The Performance Incentive Payment regime set out in this Schedule F6 does not in any way limit or otherwise affect:
  - (i) the Contractor's obligations under this deed or otherwise at Law; or
  - (ii) the Principal's rights against the Contractor whether under this deed or otherwise at Law.
- (b) No assessment by the Principal's Representative under, or payment made by the Principal pursuant to, this Schedule F6 will:
  - (i) constitute approval of any work or other activities performed by the Contractor or prejudice any Claim by the Principal whether under this deed or otherwise at Law; or

- (ii) constitute evidence of the value of any work or other activities, an admission of liability or evidence that any work or other activities have been performed in accordance with the requirements of this deed.

#### **4. Key Result Areas and Key Performance Indicators**

##### **4.1 General**

- (a) The Key Result Areas against which the Contractor's performance will be measured are as follows:
- (i) KRA 1 - road user and traveller experience;
  - (ii) KRA 2- community relationship;
  - (iii) KRA 3- collaboration and relationship with the Principal; and
  - (iv) KRA 4 - subcontractor and supply chain management.
- (b) Details of the Key Performance Indicators associated with each of these Key Result Areas are provided in clauses 4.2 to 4.5 of this Schedule F6.

























## **SCHEDULE F7. – COST PLAN**

(Clauses 1.1 and 9.16(c))

### **Part 1 – Cost Plan Requirements**

The Cost Plan must:

- (a) be developed using a Microsoft Excel spreadsheet, or other format as approved by the Principal's Representative;
- (b) provide the initial and current approved Target Cost by cost breakdown structure (at a summary and detailed level) which is aligned to the work breakdown structure used in the Contractor's Program and the subcontract packaging strategy;
- (c) detail all approved adjustments to the initial Target Cost;
- (d) detail the cost to date, forecast cost to complete by month, forecast cost at completion and monthly variance for each cost code and Subcontract package within the cost breakdown structure;
- (e) for all Reimbursable Cost Elements, provide the unit, quantity and rate and total cost information by cost code; and
- (f) be submitted to the Principal's Representative on a monthly basis, in its native electronic file format (unsecured and in the original form), including the costs incurred in the previous month and updating any information in the forecast that has changed since the previous month.

### **Part 2 – Initial Cost Plan**

The document set out in the following table, which forms part of this Schedule F7 (*Cost Plan*) as the Initial Cost Plan, is contained in Schedule G1 (*Electronic Files*) as an electronic file:

<b>Electronic File Reference</b>	<b>Type</b>
Schedule F7 (Initial Cost Plan).xlsx	.xlsx

**SCHEDULE F8. – SELF-PERFORMED REIMBURSABLE WORK**

(Clauses 1.1 and 11.14)

<b>Item</b>	<b>Category of work</b>	<b>Description</b>
1.	Preliminaries	Management and supervision of all Approved Subcontracts by the Contractor's Employees.
2.	Preliminaries	Provision of Contractor's Employee's to perform the following aspects of the Contractor's Activities: a) compliance with the Contractor's obligations under WHS Legislation, including responsibilities of the Appointed Principal Contractor as the principal contractor; b) liaising and co-ordinating with the Principal's CJP and SCO teams to obtain, implement and appropriately manage required Road Occupancy Licences; c) administering the Deed; and d) liaising with the Principal and all relevant stakeholders as part of the Contractor's requirement to plan, implement, manage and participate in all stakeholder and community engagement programs and activities.
3.	Preliminaries – Project-specific IT	Establishment, operation, maintenance and disestablishment of project-specific IT infrastructure, hardware and software by the Contractor's Employees.
4.	Design Management	Provision of Design Managers, Digital Engineering Managers , Design co-ordinators and Document Controllers directly employed by the entities forming the Contractor to coordinate, liaise and manage the development of the Design Documentation with the Principal, Independent Certifier, external stakeholders (including North Sydney Council, Utility Service providers, Sydney Harbour Tunnel Company Limited, and the concessionaire for the Lane Cove Tunnel) and the local communities.  Provision of Contractor Employee's to carry out the engineering inspections and verification of the Works in conjunction with the Principal and the Independent Certifier.
5.	Construction Work – Pavement	Completion of the asphalt paving being performed by Downer EDI Works Pty Ltd, being one of the entities forming the Contractor.  This includes the supply of materials and the remediation, maintenance, reconstruction and construction of the asphalt pavement.
6.	Construction Plant	Provision and use of the Construction Plant owned by an entity forming the Contractor or any of its Related Bodies Corporate listed in Part B of Schedule F2.

**PART G – ELECTRONIC FILES AND INFORMATION DOCUMENTS**

## **SCHEDULE G1. – ELECTRONIC FILES**

(Clause 1.6)

All electronic files identified below are saved to the portable hard drive labelled "WFU – ITC – Schedule G1 (Electronic Files)":

<b>Location</b>	<b>Description of Electronic File</b>
Schedule A2 ( <i>Portions</i> )	The drawings referred to in Table 2 of Section 3 of Schedule A2 ( <i>Portions</i> ). <i>(Refer to "Schedule A2 (Portions)" folder in "Schedule G1").</i>
Schedule A3 ( <i>Pre-Agreed Variations</i> )	The document referred to at Attachment 2 to Schedule A3 ( <i>Pre-Agreed Variations</i> ) titled 'SHT Interface Deed (New Operator)' <i>(Refer to "Schedule A3 (Pre-Agreed Variations)" folder in "Schedule G1").</i>
Schedule A15 ( <i>Independent Certifier Deed</i> )	The document referred to in Schedule A15 ( <i>Independent Certifier Deed</i> ). <i>(Refer to "Schedule A15 (Independent Certifier Deed)" folder in "Schedule G1").</i>
Schedule C1 ( <i>SWTC</i> )	The documents referred to in Schedule C1 ( <i>SWTC</i> ). <i>(Refer to "Schedule C1 (SWTC)" folder in "Schedule G1").</i>
Schedule C4 ( <i>Early Utilities Works</i> )	The drawings referred to in Table 1 in Section 2 of Schedule C4 ( <i>Early Utilities Works</i> ). <i>(Refer to "Schedule C4 (Early Utilities Works)" folder in "Schedule G1").</i>
Schedule D3 ( <i>AIP Plan</i> )	The document referred to in Schedule D3 ( <i>AIP Plan</i> ). <i>(Refer to "Schedule D3 (AIP Plan)" folder in "Schedule G1").</i>
Schedule E1 ( <i>Construction Site and related drawings</i> )	The drawings referred to in Table 1 in Section 2 of Schedule E1 ( <i>Construction Site and related drawings</i> ). <i>(Refer to "Schedule E1 (Construction Site and related drawings)" folder in "Schedule G1").</i>
Schedule E4 ( <i>Third Party Agreements</i> )	The documents referred to in Schedule E4 ( <i>Third Party Agreements</i> ). <i>(Refer to "Schedule E4 (Third Party Agreements)" folder in "Schedule G1").</i>
Schedule E5 ( <i>Contractor's Program</i> )	The document referred to in Schedule E5 ( <i>Contractor's Program</i> ). <i>(Refer to "Schedule E5 (Contractor's Program)" folder in "Schedule G1").</i>
Schedule F5 ( <i>Insurance Policies</i> )	The documents referred to in Schedule F5 ( <i>Insurance Policies</i> ). <i>(Refer to "Schedule F5 (Insurance Policies)" folder in "Schedule G1").</i>

<b>Location</b>	<b>Description of Electronic File</b>
Schedule F7 ( <i>Cost Plan</i> )	The document referred to in Part 2 of Schedule F7 ( <i>Cost Plan</i> ). <i>(Refer to "Schedule F7 (Cost Plan)" folder in "Schedule G1").</i>
Schedule G2 ( <i>Information Documents</i> )	The documents referred to in Schedule G2 ( <i>Information Documents</i> ). <i>(Refer to "Schedule G2 (Information Documents)" folder in "Schedule G1").</i>

## SCHEDULE G2. -INFORMATION DOCUMENTS

(Clauses 1.1, 7.8(d), 7.17, 21.11(a))

The documents and information set out in the following table, are Information Documents for the purposes of paragraph (a) of the definition of "Information Documents" and are included in Schedule G1 (*Electronic Files*) as electronic files for reference only:

Electronic File References	type
01.01.01 Information Document Navigation Key (v1 June 2020)	.pdf
01.01.01-1 Information Document Navigation Key (v2 October 2020)	.pdf
01.01.01-2 Information Document Navigation Key (v3 February 2021)	.pdf
01.01.02 Warringah Freeway GIS Portal	.pdf
01.01.03 WFU 3D Visual Model Guide	.pdf
01.01.04 Data Room Submissions Tool Upload Guide	.pdf
01.01.05 Guidance Note - GIS Portal RFT Stage	.pdf
01.01.06 Customer Journey Planning - Introduction to contractors - WFU	.pdf
01.01.07 WFU - Commercial Knowledge Transfer Session Presentation	.pdf
01.02.01 WHT & WFU - Community Communication Strategy - Draft (18 Dec 2020) Redacted	.pdf
01.03.01 Construction Risks - Material Damage Project Insurance Policy - Draft	.pdf
01.03.01-1 WFU - Contract Works Material Damage Insurance Policy - Draft	.pdf
01.03.02 General, Products and Environmental Liability Policy Project Insurance - Draft	.pdf
01.03.02-1 WFU - General, Products and Environmental Impairment Liability Policy - Draft	.pdf
01.03.03 Professional Indemnity for WFU - Statement of Intent	.pdf
01.03.03-1 Professional Indemnity for WFU - Statement of Intent	.pdf
01.03.04 WFU - Draft Professional Indemnity Policy Wording	.pdf
01.05.01 WHTBL Project - Recommendations for Sustainability Requirements in the WFU	.pdf
01.05.02 Indicative Noise Insulation Program	.pdf
01.05.03 Property Reports - properties requiring demolition	.zip
01.05.04 Property Sections of Valuation Report - 291 Ernest St	.pdf
01.05.05 ISCA Template Scorecard - Design & As-Built - WFU Project	.xlsm
01.05.06 WHT & WFU EIS - Appendix W - Arboricultural Impact Assessment - Tables of Results	.zip
01.05.07 WHT & WFU - Staging Report - Draft (Dec 2020) - Redacted	.pdf
01.05.07-1 WHT & WFU - Staging Report - Final Rev 0 (Mar 2021)	.pdf
01.05.08 WHT & WFU - Environmental Impact Statement	.zip
01.06.04 WFU - RFT Attachment F (Release Roadmap)_Draft	.pdf
01.06.04-1 WFU - RFT Attachment F (Release Roadmap)_Tranche 2	.pdf
01.06.04-2 WFU - RFT Attachment F (Release Roadmap)_Tranche 3	.pdf
01.06.04-3 WFU - RFT Attachment F (Release Roadmap) - Addendum 3	.pdf

Electronic File References	type
01.06.05 TfNSW - WFU - RFT Attachment A (Interactive Tendering Process Guidelines) - DRAFT	.pdf
01.06.06 WFU Deed Schedule E1 (SAS Drawings) Shape Files (Refer to Addendum 1)	.zip
01.06.06-1 Information Document - Schedule E1 (SAS Drawings) – A13 Shape Files	.zip
01.06.07 Tender Price Schedule Target Cost WBS - DRAFT	.pdf
01.06.08 WFU SWTC Appendix B.18-1 SMPM OD Matrices	.xlsm
01.06.09 Guidance Note - Identifying Updates to Information Documents and Interpretation of Folders	.pdf
01.06.10 SWTC Native Files (RFT Tranches 1 and 2)	.zip
01.06.11 B.30 12d project file and coordinates	.zip
01.06.11-1 SWTC Appendix B.30 - digital files	.zip
01.06.11-2 SWTC Appendix B.30 - digital files	.zip
01.06.11-3 SWTC Appendix B.30 - digital files	.zip
01.06.12 Guidance Note - Early Notice of Proposed Amendments to RFT Documents	.pdf
01.06.13 WFU Deed Schedule A2 (Handover Areas) GIS Data Package (Refer to Addendum 2)	.zip
01.06.14 TfNSW At-Property Treatment Eligibility Register_01	.xlsx
01.06.14-1 TfNSW At-Property Treatment Eligibility Register_02_210115	.xlsx
01.06.15 RFT Documents Native Files (up to RFT Tranche 3)	.zip
01.06.15-1 RFT Documents Native Files (Addendum 3)	.zip
01.06.15-2 RFT Documents Native Files (Addendum 4)	.zip
01.06.15-3 RFT Documents Native Files (Addendum 6)	.zip
01.06.15-4 RFT Documents Native Files (Addendum 7)	.zip
01.06.16 SWTC Native Files (RFT Tranche 3)	.zip
01.06.16-1 SWTC Native Files (Addendum 3)	.zip
01.06.16-2 SWTC Native Files (Addendum 4)	.zip
01.06.16-3 SWTC Native Files (Addendum 6)	.zip
01.06.16-4 SWTC Native Files (Addendum 15)	.zip
01.06.17 WFU Deed & Schedules Native Files (RFT Tranche 3)	.zip
01.06.18 WFU Deed Schedule E4 (SHT Interface Agreement) SHT Affected Land GIS Files (Refer to Addendum 2)	.zip
01.06.19 GIS Portal Update 1 (SAS and Handover Portions)	.zip
01.06.20 TfNSW - WFU - RFT - Attachment A (Interactive Process Program)	.pdf
01.06.21 Information Document Register - (Current at 16 Dec 2020)	.xlsx
01.06.21-1 Information Document Register - (Current at 2 Mar 2021)	.xlsx
01.06.22 Emerging Conditions of Approval (Track Change Against Current Tender Baseline Conditions of Approval) - Draft (14 Dec)	.zip
01.06.23 Sydney Water Interface Deed - Draft (10 Dec 2020)	.zip
01.06.24 Final Conditions of Approval (Track Change Against Current Tender Baseline Conditions of Approval) - (22 Jan)	.zip
01.06.25 Draft Baseline Requirements for Sydney Trains Interface Agreement	.zip

Electronic File References	type
01.06.26 WFU Deed - Schedules (Addendum 5)	.docx
01.06.26-1 WFU Deed - Schedules (Addendum 6)	.docx
01.06.27 CEMP Template Appendix B3 - NVMP - Update	.zip
01.06.28 WFU - Digital Engineering Schemas	.zip
01.06.29 CEMP Template Main Body, App A1, App B1 - Update	.zip
01.06.29-1 CEMP Template Appendix B2,B5,B6 - Update	.zip
01.06.29-2 CEMP Template Appendix B4 - Update	.zip
01.06.29-3 CEMP Template Appendix A5 - Update	.zip
01.06.30 WFU - AIP Plan - Draft	.zip
01.06.31 WFU Deed - Unknown Pavement Faults rider	.zip
01.06.32 WFU Deed - Extract of Schedule E2 Planning Conditions allocation table (3 March 2021)	.zip
01.06.33 WFU Deed - Extract of Schedule E3 (Requirements of Third Party Agreements) - Sydney Water Interface Agreement	.zip
01.06.34 Major ROL Schedule - Information Document	.zip
01.06.35 WFU Deed and Schedules Compare Docs (Addendum 9)	.zip
01.06.36 RFT Documents Native Files (Addendum 9)	.zip
01.06.37 WFU Deed & Schedules Native Files (Addendum 9)	.zip
01.06.38 WFU Deed & Schedules Native Files (Addendum 10)	.zip
01.06.39 RFT Documents Native Files (Addendum 11)	.zip
01.06.40 WFU Deed Schedule C4 Table 1 Early Works Drawings	.zip
01.06.41 COMPARE - WFU - LCT Interface Deed - Addendum 02 vs Addendum 11	.pdf
01.06.42 WFU_SAS and Handover Areas (A17)	.zip
01.06.43 Information Document - NSW Government Model WRMP	.pdf
01.06.44 WFU Deed Schedules - Electronic Files	.pptx
01.07.01 Re-stitching Built and Natural Landscape Discussion Paper	.pdf
01.07.02 Safer Design Places Discussion Paper	.pdf
01.07.03 WHTBL Aboriginal Core Narrative & Cultural Design Principles Report	.pdf
01.07.04 WFU Bridge Specifications 16.12.20	.zip
01.07.04-1 WFU Bridge Specifications	.zip
01.07.05 WFU Material Specifications 16.12.20	.zip
01.07.05-1 WFU Material Specifications	.zip
01.07.06 WFU Road Specifications R302-R322 16.12.20	.zip
01.07.06-1 WFU Road Specifications R302-R322	.zip
01.07.07 WFU Road Specifications R11 to R271 16.12.20	.zip
01.07.07-1 WFU Road Specifications R11 to R271	.zip
01.07.07-2 WFU Road Specifications R11 to R271	.zip
01.07.08 WFU General Specifications	.zip
01.07.08-1 WFU General Specifications	.zip
01.07.08-2 WFU General Specifications	.zip

Electronic File References	type
01.07.08-3 WFU General Specifications	.zip
01.07.09 Guidance Note - TfNSW Specifications	.pdf
01.07.10 WFU TfNSW QA Specification G36 to G40	.zip
01.07.10-1 WFU TfNSW D&C Specification G36 to G40	.zip
01.07.11 WHTBL Concept of Operations - WFU Extract	.pdf
01.07.12 TfNSW - Noise Model Validation Guideline	.pdf
01.07.13 WFU Other TfNSW Specifications (Traffic:Communications:Maintenance)	.zip
01.07.13-1 WFU Other TfNSW Specifications (Traffic:Communications:Maintenance)	.zip
01.08.01.01.01 WFU Construction Staging Strategy Report	.zip
01.08.01.02.01 WF construction stage dwg files	.zip
01.08.01.02.01-1 WF construction stage dwg files	.zip
01.08.01.02.02 Construction staging option sketch	.zip
01.08.01.02.03 Construction Staging (CS) 20201125	.zip
01.08.01.02.04 Warringah Freeway Existing CCTV Maps	.zip
01.08.01.02.05 SHT - ED Closure Schedule Calendar 2021	.pdf
01.08.01.02.06 Blue Street Carpark Temporary Construction Site	.zip
01.08.01.02.07 NSC Cycleway Project - Preliminary Design	.pdf
01.08.01.03.01 Draft Concept Cammeray Golf Course and Dam	.zip
01.08.01.03.02 Draft Concept Options for Temp Active Transport Link adjacent to Cammeray Golf Course	.zip
01.08.01.03.03 Optioneering for Cammeray Golf Course ATL alignment (WHTBL-WF30-GE-MEM-0005)	.pdf
01.08.01.03.03-1 Optioneering for Cammeray Golf Course ATL alignment (WHTBL-WF30-GE-MEM-0005)	.pdf
01.08.02.01.01 WFU Contamination Investigation (2020) SMEC	.zip
01.08.02.01.01-1 WFU Contamination Investigation (2020) SMEC	.zip
01.08.03.01.01 GFR Chandos St Noise Wall	.pdf
01.08.03.01.01-1 GFR Chandos St Noise Wall	.zip
01.08.03.01.02 Proposed Noise Wall - Crows Nest & Cammeray GFR	.pdf
01.08.03.01.03 WF Boreholes Information	.zip
01.08.03.01.04 WF Cutting & Embankment RMS Assessments	.zip
01.08.03.01.05 WF Geotech Investigation - North Shore Cycleway	.pdf
01.08.03.01.06 WF Geotech Investigation - Shared Path	.pdf
01.08.03.01.07 CFR Geotech Reports	.zip
01.08.03.01.08 Ernest Street Bridge TR soil test results (report)	.zip
01.08.03.01.09 GFR Geotech Reports	.zip
01.08.03.01.10 Land GFR Rev C	.zip
01.08.03.01.11 WF Geotech Investigations (North Shore Cycleway & Shared Path) - digital files	.zip
01.08.03.01.12 Additional Geotech investigations at Cammeray and others	.zip

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01.08.03.01.13 WFU Groundwater Data (redacted)		.zip
01.08.03.01.14 Data from Borehole Imaging		.zip
01.08.03.01.15 Additional Geotech documentation		.zip
01.08.03.01.16 Preliminary Groundwater Readings - Manually Dipped Water Levels		.pdf
01.08.03.01.17 GLMFR - Provision of Warringah Freeway Contamination Investigations Services - 19 Mar 21		.pdf
01.08.03.02.01 Bridge Foundation Review - Warringah Freeway		.pdf
01.08.03.02.02 Cammeray Golf Course - geotechnical study TAN		.pdf
01.08.03.02.03 Cut Widening & Substratum Property Impact Assessment - Redacted		.pdf
01.08.04.01 GIS Data Package 5 November 2020		.zip
01.08.04.02 WFU Aerial Image		.zip
01.08.04.03 GIS Data Package 25 November 2020		.zip
01.08.04.04 Classified Roads GIS Data Package 7 December 2020		.zip
01.08.04.05 Noise GIS Data Package		.zip
01.08.04.06 Surface Water Monitoring Locations - GIS Data Package 20201216		.zip
01.08.04.07 GIS Data Package - EIS Design Geodatabase format		.zip
01.08.04.08 Refined Tree Retention Areas - Arthur St Reserve & Cammeray Golf Course - DWG Files		.zip
01.08.05.01 Warringah Freeway Survey Model		.inp
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WFU Flood Models Instructions		.docx
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01.08.05.03 Flood Study Hydrologic Models - Council DRAINS	.zip
01.08.05.04 Flood Model Log - Design flood events & scenarios assessed as part of the EIS	.xlsx
01.08.05.05 WFU ARR19 Hydraulic & Hydrologic Models	.zip
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01.08.05.07 Noise and Vibration - Construction Assessment 20201218	.zip
01.08.05.08 Noise and Vibration - Assessment Supporting Information	.pdf
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01.08.07.05 Guidance Note - Key Differences between EIS and Reference Design	.pdf
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01.08.09.01 Traffic Automatic Tube Count	.zip
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01.08.09.01-1.1 Guidance Note - Update to Information Document 01.08.09.01	.pdf
01.08.09.02.01 Warringah Freeway & surrounds 2019 incident data	.zip
01.08.09.02.02 WF Daily Traffic Profiles WHTBL-WF30-TF-MEM-0012	.pdf
01.08.09.02.03 Historical Incident Data within project area (Oct2018-Sep2020)	.xlsx
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01.08.09.02.05 Parking Impact Assessment for WHT & WFU Construction	.zip
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01.08.09.03.02 0513 Construction Site Modelling - Results	.zip
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01.08.09.03.04 0A12 Brook St SIDRA - Report	.zip
01.08.09.03.05 2012 Falcon St Interchange - Report	.zip
01.08.09.03.06 2013 Falcon St Interchange - Results	.zip
01.08.09.03.07 2211 Cammeray Golf Course Access - Models (VISSIM 8.00-10)	.zip
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01.08.09.03.14 2712 Options for Testing - Report	.zip
01.08.09.03.15 2713 Options for Testing - Results	.zip
01.08.09.03.16 3412 Ramp Tests - Report	.zip
01.08.09.04.01 Active Transport Infrastructure Validation for Proposed WFU Scope (N181670)	.pdf
01.08.09.04.02 WFNS Bus Route Assumptions Update_V4 (210414tn-N181670)	.pdf
01.08.09.05.01 Traffic Control Signals Plans	.zip
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01.08.10.01.10 Ernest St Asset Relocation ASP3 Certified	.pdf
01.08.10.01.11 High St Nth Asset Relocation ASP3 Certified	.pdf
01.08.10.01.12 Miller & Falcon St - Optus Certified - Fibre Route	.pdf
01.08.10.01.13 NBN Preliminary Design	.pdf
01.08.10.01.13-1 Additional NBN Non-contestable Utilities Relocation Design	.zip
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01.08.10.01.24 Additional Verizon Non-contestable Utilities Relocation Design	.zip
01.08.10.01.25 Ausgrid 132kV Contestable Utilities Relocation design	.zip
01.08.10.01.26 Ausgrid Design Information Packages	.zip
01.08.10.01.27 SHT Hydrant relocation	.pdf
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01.08.10.01.28 NBN Proposed Design at Miller St_Falcon St Intersection	.pdf

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01.08.10.01.31 Alfred Street North - Ausgrid WAE - AN-13186	.zip
01.08.10.01.32 Guidance Note - Utilities Design Information 16.02.21	.pdf
01.08.10.01.33 Guidance Note - Discussions with Utility Authorities	.pdf
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01.08.10.01.34-2 Alfred St North Proposed Utilities Model (SPA@20210716)	.zip
01.08.10.01.35 Mount St & Alfred St North Intersection - Optus Fibre Network (EOP1055212_PD7)	.pdf
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01.08.10.01.37 Early Works Utilities - Package B	.zip
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01.08.10.01.38 Early Works Telecom - Package A & B	.zip
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01.08.10.02.02 Utilities Option Report - Comms - Non-Telstra (WHTBL-WF30-UT-RPT-0003)	.pdf
01.08.10.02.03 Utilities Option Report - Comms - Telstra (WHTBL-WF30-UT-RPT-0002)	.pdf
01.08.10.02.04 Utilities Option Report - Electricity - Ausgrid (WHTBL-WF30-UT-RPT-0004)	.pdf
01.08.10.02.05 Utilities Option Report - Gas - Jemena (WHTBL-WF30-UT-RPT-0005)	.pdf
01.08.10.02.06 Utilities Option Report - Sewerage - SW (WHTBL-WF30-UT-RPT-0006)	.pdf
01.08.10.02.06-1 Utilities Option Report - Sewerage - SW (WHTBL-WF30-UT-RPT-0006)	.pdf
01.08.10.02.07 Utilities Option Report - Supply & Stormwater - SW (WHTBL-WF30-UT-RPT-0007)	.pdf
01.08.10.03.01 Arthur St Optic Fibre Megaport As-Built	.pdf
01.08.10.03.02 Ausgrid As-Built HDD Alignment of Feeders Miller to Morden St	.zip
01.08.10.03.03 Ernest Street Ausgrid Pits	.zip

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01.08.10.03.04 Markup of Uecomm assets along WF		.zip
01.08.10.03.05 North Sydney & SHB Fibre Optic Build		.pdf
01.08.10.03.06 Optical Fibre Cable Plan via Berry & Miller St		.pdf
01.08.10.03.07 Optus Additional Cable in Alfred St		.zip
01.08.10.03.08 Proving Conduit Run on Ernest St & Falcon St		.zip
01.08.10.03.09 Alfred St Optus as-built and no-trace area		.zip
01.08.10.03.10 DN375 Falcon St water main WAC		.zip
01.08.10.03.11 Ernest Street local sewer west of WF info		.zip
01.08.10.03.12 ESUT Sydney Water WAC plans for water mains		.zip
01.08.10.03.13 Mount St utilities shaft sewer WAC plans		.zip
01.08.10.03.14 Optus OH and UG at Miller and Falcon intersect		.zip
01.08.10.03.15 SWC WAE for sewer & water mains at Cammeray Av		.zip
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01.08.10.03.18 WAC Drawings for Brook St crossing		.zip
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01.08.10.03.22 Ernest St deep sewer as-built		.zip
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01.08.10.04.02 RMS RPS and SureSearch UT Survey		.zip
01.08.10.04.03 WHTBL Existing Inspection - Hampden Street and McDougall Utility Tunnel Inspection		.pdf
01.08.10.04.04 WHTBL Existing Inspection - Mount Street Utility Tunnel Inspection		.pdf
01.08.10.04.05 Mount St gas main investigation photos		.zip
01.08.10.04.06 Jemena Gas Main Potholing - Ernest St Bridge Site		.zip
01.08.10.04.07 Ausgrid Mount Street Pit Survey - Preliminary Pit Reports and Photos		.zip
01.08.10.04.08 Ausgrid Mount Street Pit Survey - Site Inspection Record & Results		.zip
01.08.10.04.09 Early Works Utility potholing and tracing survey		.zip
01.08.10.04.10 SWC MH A10 Documentation		.zip
01.08.10.05.01 Telstra Key Sheet - Network Impacts		.pdf
01.08.10.05.02 WFU - Jemena Presentation		.pdf
01.08.11.01.01 North Sydney Stormwater Harvesting Scheme		.zip
01.08.11.01.02 WCC Stormwater-Flat Rock Creek		.zip
01.08.11.01.03 Drainage strategy		.pdf
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01.08.11.01.06 North Sydney Council - Supplied Drainage Files		.zip
01.08.11.01.07 Cammeray Golf Course Dam Relocation		.zip

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01.08.11.01.08 Drainage Investigation CCTV Footage	.zip
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01.08.11.01.09 Warringah Freeway Stormwater Ownership	.pdf
01.08.11.02.01 WF overall stormwater survey	.zip
01.08.12.01.01 Hampden St Basement Survey	.zip
01.08.12.01.02 WF Cadastral Overlay Plans	.zip
01.08.12.01.03 Trimmed LiDAR model	.zip
01.08.12.01.04 Warringah Freeway CAD Overlay and CMR (GT0047 - 20170815)	.zip
01.08.12.02.01 Falcon St bridge abutment survey	.zip
01.08.12.02.02 WFU Cammeray Square Basement Inspection	.pdf
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01.08.12.03.01 Sydney Harbour Bridge/Tunnel Tolling Point WAE Survey	.zip
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01.08.13.03 WFU Assets information	.zip
01.08.13.04 Warringah Freeway - Toll Gantry Drawings	.pdf
01.08.13.05 ITS Lavender St and Ernest St Nodes - Layout and Floor Plans	.zip
01.08.13.06 Sydney Harbour Tunnel Toll Point Options Feasibility Assessment Report	.pdf
01.08.13.07 Harbour Crossing Tolling Project – Preferred Toll Point Locations	.pdf
01.08.14.01.01 Pavement Investigation CFR	.pdf
01.08.14.01.02 Pavement Investigation GFR	.pdf
01.08.14.02.01 RAMS - Lane Numbering	.pdf
01.08.14.02.02 RAMS - TfNSW Pavement Performance monitoring data & measures plots	.xlsx
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01.08.14.03.01 WF - WAE - Pavements Drawings	.zip
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01.08.15.02.01 Duct Plan for Harbour Tunnel Lane Closure on WF Between Berry St and Falcon St	.zip
01.08.15.02.02 Temporary Bus Layover Options	.zip
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01.08.16.01.05 WFU - Falcon Street Overbridge Load Rating Assessment	.pdf

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01.08.16.01.06 WFU - High Street Overbridge Load Rating Assessment	.pdf
01.08.16.01.07 WFU - Mount Street Overbridge Load Rating Assessment	.pdf
01.08.16.01.08 Bridge Foundation review-High St pad footings (WHTBL-WF30-GT-TAN-0003)_Redacted	.pdf
01.08.16.01.09 Brook Street Underbridge Preliminary Load Rating Assessment (WHTBL-WF30-ST-RPT-0015)	.pdf
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01.08.16.02.17 WFU - Bridge Inspections on Ernest Street (WHTBL-WF30-ST-RPT-0013)	.pdf
01.08.16.02.18 WFU - Bridge Inspections on Falcon Street (WHTBL-WF30-ST-RPT-0014)	.pdf
01.08.16.02.19 WFU - Bridge Inspections on High Street (WHTBL-WF30-ST-RPT-0012)	.pdf
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