



Transport  
for NSW

# Western Harbour Tunnel and Beaches Link

Warringah Freeway Upgrade  
Incentivised Target Cost Contract

Contract No: TfNSW 20.0000301755.1100

Schedules

Volume 1 of 2



Execution Version



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Incentivised Target Cost Contract

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## Schedules

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**PART A – GENERAL**

**SCHEDULE A1. – CONTRACT PARTICULARS**

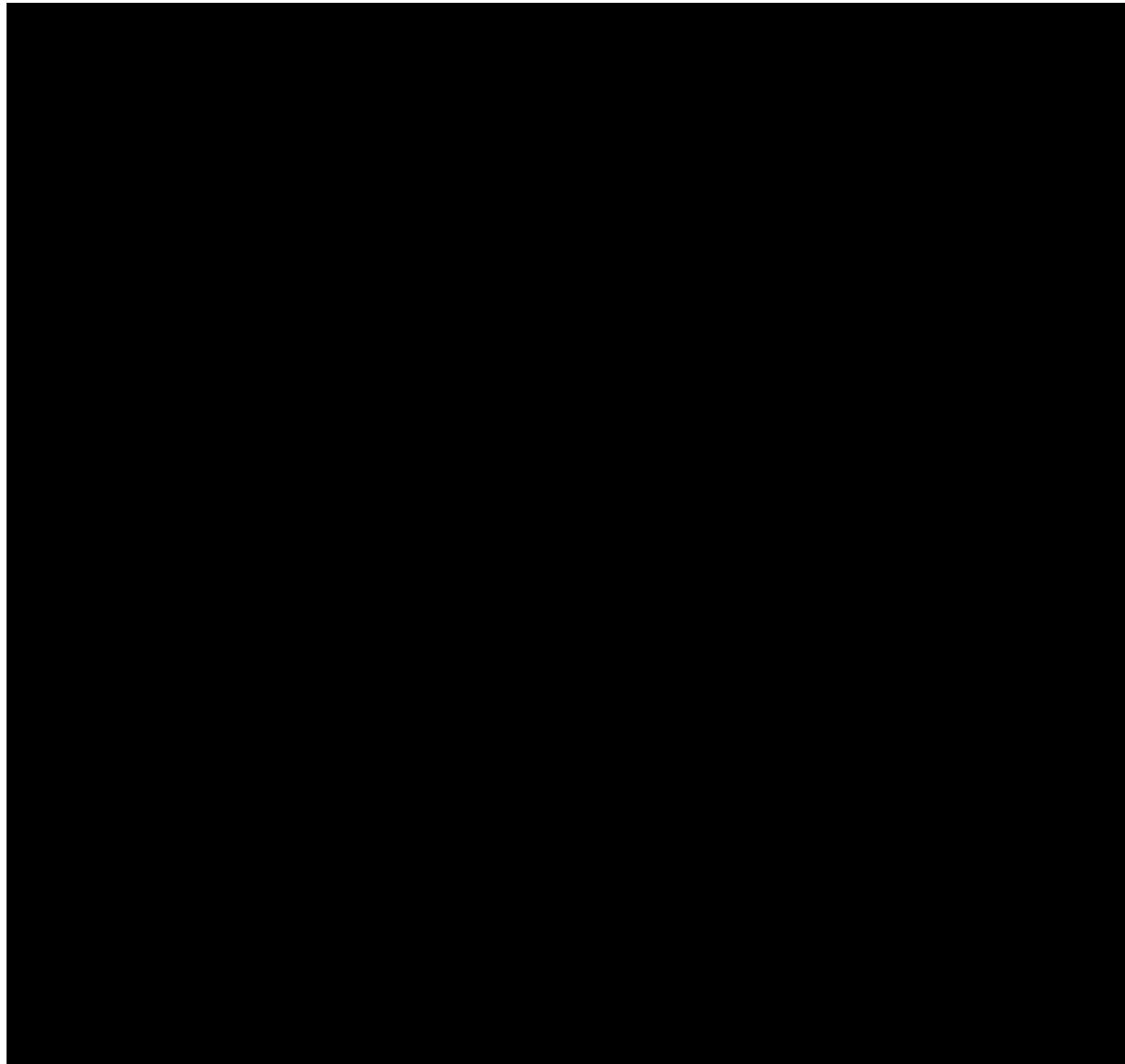
**Contractor's  
Representative**

(*Definition of 'Contractor's Representative', clause 13.5(b)*)

[REDACTED]

**Acoustics Advisor**  
(*Definition of "Acoustics Advisor"*)

Acoustic Studio Pty Ltd



**Critical Non-Contestable  
Utilities Works**  
(*Definition of 'Critical Non-Contestable Utilities Works'*)

**Type of Critical Non-  
Contestable Utilities  
Works**

Jemena, G4002 (Table B.40-  
2, Ref 1)

**Date for completion**

[REDACTED]

Jemena, G4006 (Table B.40-  
2, Ref 2)

Jemena, G4007 (Table B.40-  
2, Ref 3)

Jemena, G4008 (Table B.40-  
2, Ref 4)

Jemena, G4008 (Table B.40-  
2, Ref 5)

Jemena, G4009 (Table B.40-  
2, Ref 6)

O

O

**Designer**

*(Definition of 'Designer')*

<b>Environmental Representative:</b> <i>(Definition of 'Environmental Representative', Clause 13.8)</i>	GHD Pty Ltd
<b>Interface Contractors:</b> <i>(Definition of 'Interface Contractors')</i>	<p>WHT Contractor</p> <p>BL Contractor</p> <p>Sydney Program Alliance</p> <p>Tolling RSS Contractor</p>
<b>Parent Company Guarantor(s):</b> <i>(Definition of 'Parent Company Guarantor', Clause 5.10(a))</i>	
<b>Principal's Representative:</b> <i>(Definition of 'Principal's Representative', Clause 13.1)</i>	
<b>Pre-approved Subcontractor</b> ( <i>Definition of 'Pre-Approved Subcontractor'</i> )	
<b>Principal's Variation Manager</b> ( <i>Definition of 'Principal's Variation Manager'</i> )	
<b>Requirements for the Procurement Management Plan:</b> <i>(Definition of 'Procurement Management Plan', Clause 11.15)</i>	<p>The appointment of Contractor's probity auditor.</p> <p>Procedures to ensure that:</p> <ul style="list-style-type: none"> <li>• none of the tenderers for any of the Reimbursable Work has any arrangement or arrives at any understanding with any of the other tenderers for any of the Reimbursable Work or with any employee of an association of which any of the tenderers is a member about the work the subject of tender; and</li> <li>• without limitation, no tenderer engages in: <ul style="list-style-type: none"> <li>◦ any discussion or correspondence with any such persons concerning the sum of money it is going to tender as its tender sum; or</li> <li>◦ any collusive tendering with any of the other tenderers or any conduct or any arrangement or arrives at any understanding with any of the other tenderers which in any way could have the effect of</li> </ul> </li> </ul>

reducing the competitiveness of the tender process for the work and increasing the price.

**Share of Cost Overrun – percentage to be applied**

(Definition of 'Share of Cost Overrun')

**Share of Savings- percentage to be applied**

(Definition of 'Share of Savings')

**Claims and Liability**

(Clause 1.2(cc)(iv))

The clauses to which clause 1.2(cc)(iv) applies are:

- 1.3(e) (*Ambiguous terms*)
- 3.2(h)(i)(B) (*Cooperation and Coordination with Interface Contractors – Obligations and risks*)
- 3.6(d)(ii) (*Third Party Agreements*)
- 3.16(j) (*Delivery Phase Maintenance*)
- 6.3(c) (*Change in Codes and Standards*)
- 6.4(c)(ii) (*Change in Law*)
- 6.5(c) (*Changes to Planning Approval*)
- 6.6(d) (*Legal Challenge to Planning Approval*)
- 6.7(c) (*New COVID-19 Directives and COVID-19 Events*)
- 7.1(i) (*Access*)
- 7.2(e)(ii) and 7.2(f)(ii) (*Traffic Management and Road Occupancy Licences*)
- 7.3(a)(iv) and 7.3(e)(ii) (*Early Access*)
- 7.8(a) (*Condition of the Construction Site*)
- 7.9(g) (*Unknown Site Conditions*)
- 7.16(g) (*Existing Assets*)
- 7.17(b)(ii) (*Information Documents*)
- 8.6(j)(iii) (*Principal Contractor*)
- 9.2(b) (*Changes to the Concept Design*)
- 9.3(b) (*Design and SWTC Liability*)
- 10.10(d) (*Pre-Agreed Variations*)
- 11.18(c) (*Critical Materials*)
- 13.1(h) (*Principal's Representative*)
- 13.8(d) (*Environmental Representative*)
- 13.9(d) (*Acoustics Advisor*)
- 13.13(d) (*Submission for review by the Principal's Representative or Independent Certifier*)
- 13.14(a) (*Work Method*)
- 14.1(i) (*Rate of Progress*)

- 14.6(e) (*Recovery Plan*)
- 14.9(b) (*Conditions Precedent to Extension of Time - Failure to meet Conditions*)
- 14.15(j) (*Compression*)
- 14.16(c) (*Compression by Contractor*)
- 14.17(e) (*Directions to Make Accessible*)
- 16.4(b)(ii) and 16.4(g) (*Part of the Project Works or a Portion*)
- 21.23(m) (*Financial Management Plan*)
- 2(k)(ii) of Schedule E3 (*Requirements of Third Party Agreements*)

**Third Party Agreements:**  
(Clause 3.6(a)(iii))

**Final Third Party Agreements**

- Sydney Harbour Tunnel Interface Deed between the Principal and Sydney Harbour Tunnel Company dated 24 July 2020
- Master Access Deed between the Principal and Transport Asset Holding Entity of New South Wales (TAHE) dated 5 March 2012
- Network Assets Relocation Deed with the Principal and Ausgrid dated 12 November 2020
- 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
- Sydney Water Interface Agreement between the Principal and Sydney Water dated 5 February 2021

**Draft Third Party Agreements**

- North Sydney Council Interface Agreement between the Principal and North Sydney Council dated [REDACTED]

**Cap on reimbursement of costs of preparing Variation Proposal:**

(Clause 10.5(c))

**Items for which a Subcontract Proposal is required**

(Clause 11.2(b)(ii))

**Bridge items:**

1. Bridge expansion joints
2. Bridge bearings
3. Bridge deck waterproofing membranes
4. Post-tensioning systems
5. Grouting systems
6. Ground anchor systems

7. Reinforcing bar splices
8. Pile splices

**Soil systems and retaining walls:**

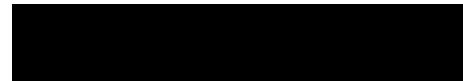
1. Reinforced soil wall straps and components
2. Geotextiles

**ITS equipment:**

1. CCTV
2. Electronic signage, including VMS, ISLUS and DDS

**Management Review**  
**Group representatives:**  
*(Clause 13.24(b))*

**Principal's MRG representatives:**



**Contractor's MRG representatives:**



**Liquidated damages**  
**aggregate daily cap:**  
*(Clause 16.5(f))*

██████████ per day

**Amount for overheads  
and profit associated  
with the works and costs  
determined under  
clauses 18.10(a)(i)(F)  
for termination for  
convenience:**  
*(Clause 18.10(a)(i)(F))*

Management Fee Percentage

**SCHEDULE A2. – PORTIONS**

(Clauses 1.1, 16.4(d), 16.5)

**1. Portions, Date for Completion, Maximum Early Completion Payment and Liquidated Damages**

**Table 1 - Portions, Date for Completion, Maximum Early Completion Payment and Liquidated Damages**

Portion	Description	Date for Completion	Maximum Early Completion Payment	LDs Step-up Date (not adjusted for any reason)	Liquidated Damages (on and after LDs Step-up Date)
<b>Handover Portion 1: Cammeray Golf Course (WHT)</b>	All Project Works and Contractor's Activities required for the WHT construction support site at Cammeray Golf Course as described in: <ul style="list-style-type: none"><li>• section 7.2.2; and</li><li>• section 7.1.1 and 7.2.1 (to the extent applicable to the works required by section 7.2.2), of Appendix B.30 of the SWTC or which are otherwise required within Handover Area 1.</li></ul>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>Handover Portion 2: Berry Street North</b>	All Project Works and Contractor's Activities required for the WHT construction support site at Berry Street North as described in section 2.4 of Appendix B.30 of the	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Portion	Description	Date for Completion	Maximum Early Completion Payment	LDs Step-up Date (not adjusted for any reason)	Liquidated Damages (on and after LDs Step-up Date)
	SWTC or which are otherwise required within Handover Area 2.				
<b>Handover Portion 3: Ridge Street North</b>	All Project Works and Contractor's Activities required for the WHT construction support site at Ridge Street North as described in section 7.4 of Appendix B.30 of the SWTC or which are otherwise required within Handover Area 3.				
<b>Handover Portion 5: Ventilation Outlet and Ernest St Bridge</b>	All Project Works and Contractor's Activities required for the WHT and BL ventilation outlet and Ernest St bridge as described in: <ul style="list-style-type: none"> <li>• section 2.3 and 7.3; and</li> <li>• section 2.1 (to the extent applicable to the works required by section 2.3), of Appendix B.30 of the SWTC or which are otherwise required within Handover Area 5.</li> </ul>				

Portion	Description	Date for Completion	Maximum Early Completion Payment	LDs Step-up Date (not adjusted for any reason)	Liquidated Damages (on and after LDs Step-up Date)
<b>Handover Portion 4: WHT Portal</b>	<p>All Project Works and Contractor's Activities required for the WHT Portal as described in:</p> <ul style="list-style-type: none"> <li>• section 2.2 (excluding section 2.2.2); and</li> <li>• section 2.1 (to the extent applicable to the works required by section 2.2), of Appendix B.30 of the SWTC or which are otherwise required within Handover Area 4.</li> </ul>				

Portion	Description	Date for Completion	Maximum Early Completion Payment	LDs Step-up Date (not adjusted for any reason)	Liquidated Damages (pre-LDs Step-up Date)	Liquidated Damages (on and after LDs Step-up Date)
	required within Handover Area 8.					
<b>Handover Portion 7: WHT tie-in</b>	<p>All Project Works and Contractor's Activities required for WHT to tie in to the Warringah Freeway as described in:</p> <ul style="list-style-type: none"> <li>• section 2.2.2;</li> <li>• section 2.1 (to the extent applicable to the works required by section 2.2.2); and</li> <li>• section 4, 5 and 6 (to the extent relevant to Western Harbour Tunnel,</li> </ul> <p>of Appendix B.30 of the SWT<sup>C</sup>, and any other Works required by Appendix B.30 of the SWT<sup>C</sup> which do not form part of any other Handover Portion, or which are otherwise required within Handover Area 7.</p>					
	<b>Handover Portion 6: BL Portal and tie in</b>	All Project Works and Contractor's Activities required in relation to the BL portal and tie in as described in:				

Portion	Description	Date for Completion	Maximum Early Completion Payment	LDs Step-up Date (not adjusted for any reason)	Liquidated Damages (pre-LDs Step-up Date)	Liquidated Damages (on and after LDs Step-up Date)
	<ul style="list-style-type: none"> <li>• section 3; and</li> <li>• section 4, 5 and 6 (to the extent relevant to Beaches Link), of Appendix B.30 of the SWTC or which are otherwise required within Handover Area 6.</li> </ul>					
<b>Carriageway Portion</b>	All Project Works and Contractor's Activities which do not form part of Portions 1 to 9.			Not applicable	[REDACTED]	Not applicable
<b>Handover Portion 9: Cammery Golf Course (BL Stage 2)</b>	All Project Works and Contractor's Activities required in relation to handover of the Project Works within Handover Area 9.			Not applicable	[REDACTED]	Not applicable

## **2. Early Completion Payments**

### **2.1 Definitions**

For the purposes of this section 2:

- (a) **Early Completion Date** means:
  - (i) in respect of a Handover Portion, the Date for Completion for that Handover Portion specified in section 1 of this Schedule A2 on the date of this deed (which will only be adjusted if the Principal's Representative instructs a Pre-Agreed Variation under clause 10.10 for PAV 1 but will not be adjusted for any other reason); and
  - (ii) in respect of the Carriageway Portion, 3 months prior to the Date for Completion for the Carriageway Portion; and
- (b) **Maximum Early Completion Payment** means, in respect of each Portion, the applicable amount specified in section 1 of this Schedule A2.

### **2.2 Calculation of Early Completion Payment for Handover Portions**

If the Date of Completion of a Handover Portion is:

- (a) before the Early Completion Date for that Handover Portion, the Early Completion Payment for that Handover Portion will be equal to the Maximum Early Completion Payment for that Handover Portion;
- (b) on or after the Date for Completion of that Handover Portion, the Early Completion Payment for that Handover Portion will be nil; or
- (c) on or after the Early Completion Date for that Handover Portion but before the Date for Completion of that Handover Portion, the Early Completion Payment will be calculated as follows:

$$A = B \times \left( \frac{C - D}{C} \right)$$

Where:

- A** = Early Completion Payment for the relevant Handover Portion
- B** = █ of the Maximum Early Completion Payment for the relevant Handover Portion
- C** = Number of days between the Early Completion Date and the Date for Completion of the relevant Handover Portion
- D** = Number of days between the Early Completion Date and the Date of Completion of the relevant Handover Portion

### **2.3 Calculation of Early Completion Payment for the Carriageway Portion**

If the Date of Completion of the Carriageway Portion is:

- (a) before the Early Completion Date for the Carriageway Portion, the Early Completion Payment for the Carriageway Portion will be equal to the Maximum Early Completion Payment for the Carriageway Portion;
- (b) on or after the Date for Completion of the Carriageway Portion, the Early Completion Payment for the Carriageway Portion will be nil; or
- (c) on or after the Early Completion Date for that Portion but before the Date for Completion of that Portion, the Early Completion Payment will be calculated as follows:

$$A = B \times \left( \frac{C - D}{C} \right)$$

Where:

- A** = Early Completion Payment for the Carriageway Portion
- B** = Maximum Early Completion Payment for the Carriageway Portion
- C** = Number of days between the Early Completion Date and the Date for Completion of the Carriageway Portion
- D** = Number of days between the Early Completion Date and the Date of Completion of the Carriageway Portion

### **3. Handover Areas**

**Table 2 – Handover Drawings**

The drawings set out in the following table, and which form part of this Schedule A2 (*Portions*), identify areas of the Construction Site being the Handover Areas and are contained in Schedule G1 (*Electronic Files*) as electronic files:

<b>Electronic File Reference</b>	<b>Type</b>
Schedule A2 (Handover Area Drawings)	.pdf

## SCHEDULE A3. – PRE-AGREED VARIATIONS

(Clauses 1.1 and 10.10)

<b>PAV 1</b>			
<b>Description</b>	Excavation and Landscaping of the Beaches Link Tunnel Approach / Exit Structures and Cut and Cover Structures.  Scope of work is similar to the base scope required for the Western Harbour Tunnel, Tunnel Approach / Exit Structure and Cut and Cover Structure, as detailed in SWTC Appendix B.30.		
<b>Latest date that the Principal can direct this Pre-Agreed Variations</b>	[REDACTED]		
<b>Amendments to Schedule C1 – Scope of Works and Technical Criteria</b>	<p>The Cut and Cover Structure Landscaping must be Mix I as defined in SWTC Appendix B.11, Attachment B.11-1.</p> <p>The following requirements in SWTC Appendix B.30 are modified:</p> <ul style="list-style-type: none"> <li>- replace the requirements in Section 3.2.1 b) with the requirements in Section 2.2.1 b);</li> <li>- replace the requirements in Section 3.2.1 c) with the requirements in Section 2.2.1 d);</li> <li>- include a new requirement in Section 3.2.1 that is the same as the requirement in Section 2.2.1 c);</li> <li>- replace the requirements in Section 3.2.3 with the requirements in Section 2.2.3;</li> <li>- include a new requirement in Section 3.2.4 a) that is the same as the requirement in Section 2.2.4 a) iii); and</li> <li>- include new requirements in Section 3.2.4 d) that are the same as the requirements in Section 2.2.4 d) v) and vi),</li> </ul> <p>provided that any references to WHT are replaced with references to BL.</p>		
<b>The Pre-Agreed Variation will form part of the following Portion</b>	Handover Portion 6 (BL Portal and tie in)		
<b>Amendments to Schedule F1 – Payment</b>	<p>If the Principal's Representative directs this Pre-Agreed Variation in accordance with clause 10.10 on or prior to 29 August 2023, the Target Cost in Schedule F1 shall be amended as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px; width: 50%;">1. Adjustment to the Management Fee</td> <td style="padding: 5px; width: 50%; vertical-align: bottom; text-align: right;">[REDACTED]</td> </tr> </table>	1. Adjustment to the Management Fee	[REDACTED]
1. Adjustment to the Management Fee	[REDACTED]		

	2. Adjustment to the Reimbursable Cost Element, made up of:	
	a. Adjustment to the Preliminaries Cost Element	[REDACTED]
	b. Adjustment to the Design Cost Element	[REDACTED]
	c. Adjustment to the Construction Cost Element	[REDACTED]
	d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]
	Total Adjustment to the Target Cost	[REDACTED]
<b>Amendments to any Dates for Completion</b>	If the Principal's Representative directs this Pre-Agreed Variation in accordance with clause 10.10 after [REDACTED] but on or prior to [REDACTED], the Target Cost in Schedule F1 shall be amended as follows:	
	1. Adjustment to the Management Fee	[REDACTED]
	2. Adjustment to the Reimbursable Cost Element, made up of:	
	a. Adjustment to the Preliminaries Cost Element	[REDACTED]
	b. Adjustment to the Design Cost Element	[REDACTED]
	c. Adjustment to the Construction Cost Element	[REDACTED]
	d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]
	Total Adjustment to the Target Cost	[REDACTED]

<b>PAV 2</b>															
<b>Description</b>	Replacement of the remaining existing northern bridge barrier at the High Street Bridge with an upgraded performance level barrier.														
<b>Latest date that the Principal can direct this Pre-Agreed Variations</b>	[REDACTED]														
<b>Amendments to Schedule C1 – Scope of Works and Technical Criteria</b>	<p>The following sections of SWTC Appendix B.4 are modified:</p> <p>Replace Section 10.4 a)iii) with:</p> <p><i>The remaining extent of existing traffic barrier on the existing High Street Bridge must be upgraded to the performance level required by BTD 2007/08 and approved by the Principal to a regular performance level.</i></p>														
<b>The Pre-Agreed Variation will form part of the following Portion</b>	Carriageway Portion														
<b>Amendments to Schedule F1 – Payment</b>	<p>If the Principal's Representative directs this Pre-Agreed Variation in accordance with clause 10.10 on or prior to [REDACTED], the Target Cost in Schedule F1 shall be amended as follows:</p> <table border="1"> <tr> <td>1. Adjustment to the Management Fee</td><td>[REDACTED]</td></tr> <tr> <td>2. Adjustment to the Reimbursable Cost Element, made up of:</td><td>.</td></tr> <tr> <td>a. Adjustment to the Preliminaries Cost Element</td><td>[REDACTED]</td></tr> <tr> <td>b. Adjustment to the Design Cost Element</td><td>[REDACTED]</td></tr> <tr> <td>c. Adjustment to the Construction Cost Element</td><td>[REDACTED]</td></tr> <tr> <td>d. Adjustment to the Delivery Phase Maintenance Cost Element</td><td>[REDACTED]</td></tr> <tr> <td>Total Adjustment to the Target Cost</td><td>[REDACTED]</td></tr> </table>	1. Adjustment to the Management Fee	[REDACTED]	2. Adjustment to the Reimbursable Cost Element, made up of:	.	a. Adjustment to the Preliminaries Cost Element	[REDACTED]	b. Adjustment to the Design Cost Element	[REDACTED]	c. Adjustment to the Construction Cost Element	[REDACTED]	d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]	Total Adjustment to the Target Cost	[REDACTED]
1. Adjustment to the Management Fee	[REDACTED]														
2. Adjustment to the Reimbursable Cost Element, made up of:	.														
a. Adjustment to the Preliminaries Cost Element	[REDACTED]														
b. Adjustment to the Design Cost Element	[REDACTED]														
c. Adjustment to the Construction Cost Element	[REDACTED]														
d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]														
Total Adjustment to the Target Cost	[REDACTED]														
<b>Amendments to any Dates for Completion</b>	Not applicable														

<b>PAV 3</b>					
<b>Description</b>	Compliance with the Warringah Freeway Upgrade – Sydney Harbour Tunnel Interface Deed between the Principal and the new operator of the Sydney Harbour Tunnel from the date this Pre-Agreed Variation is instructed under clause 10.10(a) of this deed until the Date of Completion of the Carriageway Portion.				
<b>Latest date that the Principal can direct this Pre-Agreed Variations</b>	The Principal's Representative may direct this Pre-Agreed Variation in accordance with clause 10.10 at any time after the date of this deed.				
<b>Amendments to Schedule C1 – Scope of Works and Technical Criteria</b>	Not applicable				
<b>Amendments to the WFU Deed</b>	<p>The following amendments are made to the deed:</p> <ul style="list-style-type: none"> <li>• Schedule E4 (<i>Third Party Agreements</i>) is amended by adding the Sydney Harbour Tunnel Interface Deed between the Principal and the new operator of the Sydney Harbour Tunnel set out in Attachment 2 to this Schedule A3;</li> <li>• Schedule E3 (<i>Requirements of Third Party Agreements</i>) is amended by adding a new table to clause 3 as set out in Attachment 1 to this Schedule A3; and</li> <li>• the Sydney Harbour Tunnel Interface Deed between the Principal and the new operator of the Sydney Harbour Tunnel is added to the list of "Draft Third Party Agreements" in Schedule A1 (<i>Contract Particulars</i>).</li> </ul> <p>Following the instruction of this Pre-Agreed Variation:</p> <ul style="list-style-type: none"> <li>• the Principal will provide the Contractor with the final executed version of the Third Party Agreement and a revised version of the table set out in Attachment 1 to this Schedule A3; and</li> <li>• clause 3.6(c) of this deed will apply.</li> </ul>				
<b>The Pre-Agreed Variation will form part of the following Portion</b>	Carriageway Portion				
<b>Amendments to Schedule F1 – Payment</b>	<p>If the Principal's Representative directs this Pre-Agreed Variation in accordance with clause 10.10 at any time after the date of this deed, the Target Cost in Schedule F1 shall be amended as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">1. Adjustment to the Management Fee</td><td style="padding: 5px; width: 15%;">[REDACTED]</td></tr> <tr> <td style="padding: 5px;">2. Adjustment to the Reimbursable Cost Element, made up of:</td><td style="padding: 5px;">[REDACTED]</td></tr> </table>	1. Adjustment to the Management Fee	[REDACTED]	2. Adjustment to the Reimbursable Cost Element, made up of:	[REDACTED]
1. Adjustment to the Management Fee	[REDACTED]				
2. Adjustment to the Reimbursable Cost Element, made up of:	[REDACTED]				

	a. Adjustment to the Preliminaries Cost Element	[REDACTED]
	b. Adjustment to the Design Cost Element	[REDACTED]
	c. Adjustment to the Construction Cost Element	[REDACTED]
	d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]
	Total Adjustment to the Target Cost	[REDACTED]
<b>Amendments to any Dates for Completion</b>	Not applicable	

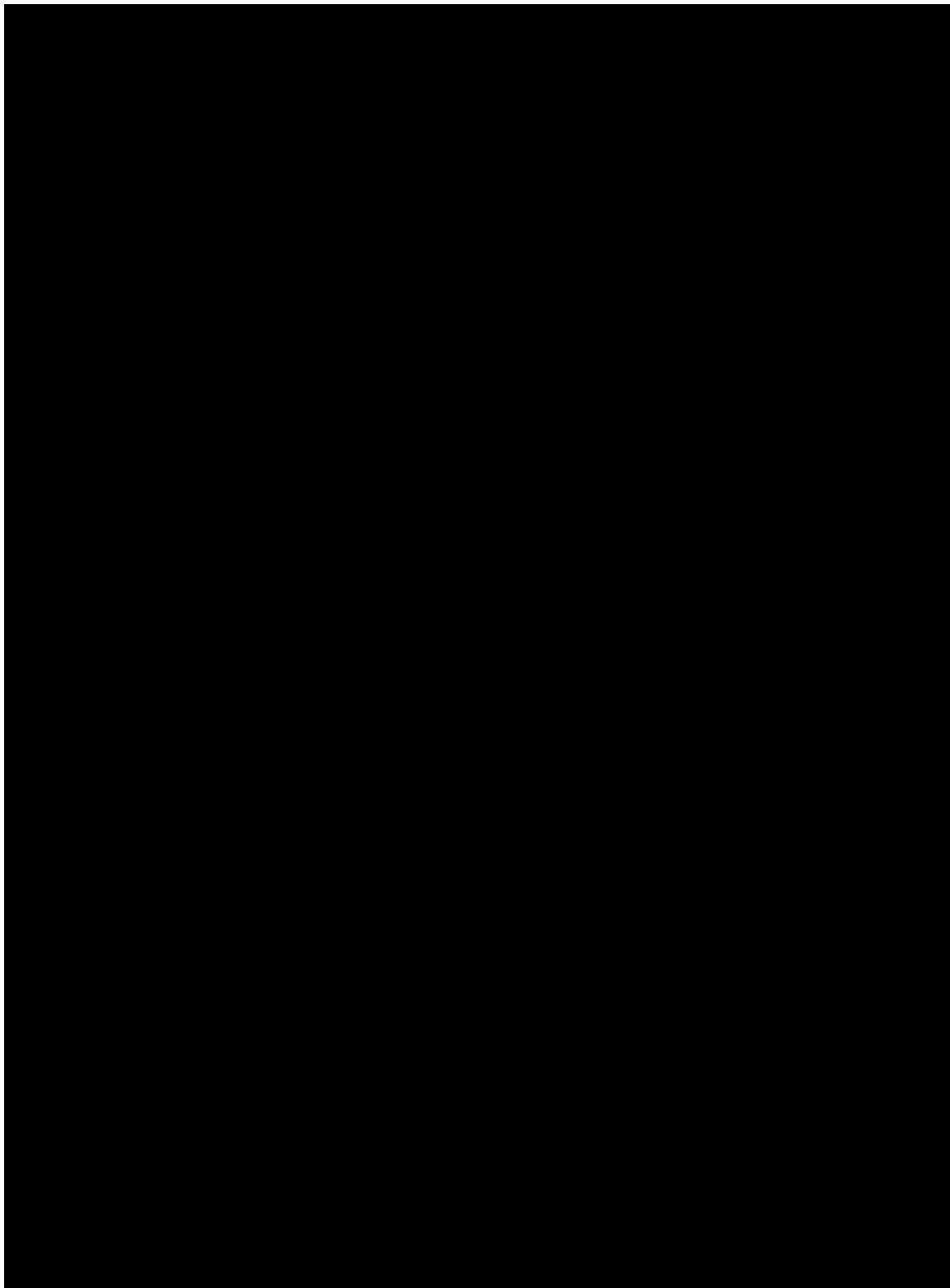
<b>PAV 4</b>	
<b>Description</b>	Retention of the existing Falcon Street Active Transport Bridge, such that it can be retained and remains operational throughout the Contractor's Activities, and during all Temporary Works, Interim States and the Ultimate Stage configurations of Warringah Freeway.
<b>Latest date that the Principal can direct this Pre-Agreed Variation</b>	[REDACTED]
<b>Amendment s to Schedule C1 – Scope of Works and Technical Criteria</b>	<p><b>Item 1 –</b></p> <p>Delete SWTC Appendix B.4, Section 10.11(Falcon Street Active Transport Bridge) in its entirety and insert the following new section 10.11 in its place:</p> <p><i>“10.11 Falcon Street Active Transport Bridge (existing)</i></p> <p>a) <i>The Contractor must ensure that the Contractor’s Activities, Temporary Works and Project Works:</i></p> <ul style="list-style-type: none"> <li>(i) <i>have no adverse impact on the performance and structural integrity of the existing Falcon Street Active Transport Bridge; and</i></li> <li>(ii) <i>do not increase the operation and maintenance requirements of the existing Falcon Street Active Transport Bridge.</i></li> </ul> <p>b) <i>The Contractor must ensure that the operational vibration effects for users of the existing Falcon Street Active Transport Bridge are no worse than the existing operational vibration effects.</i></p>

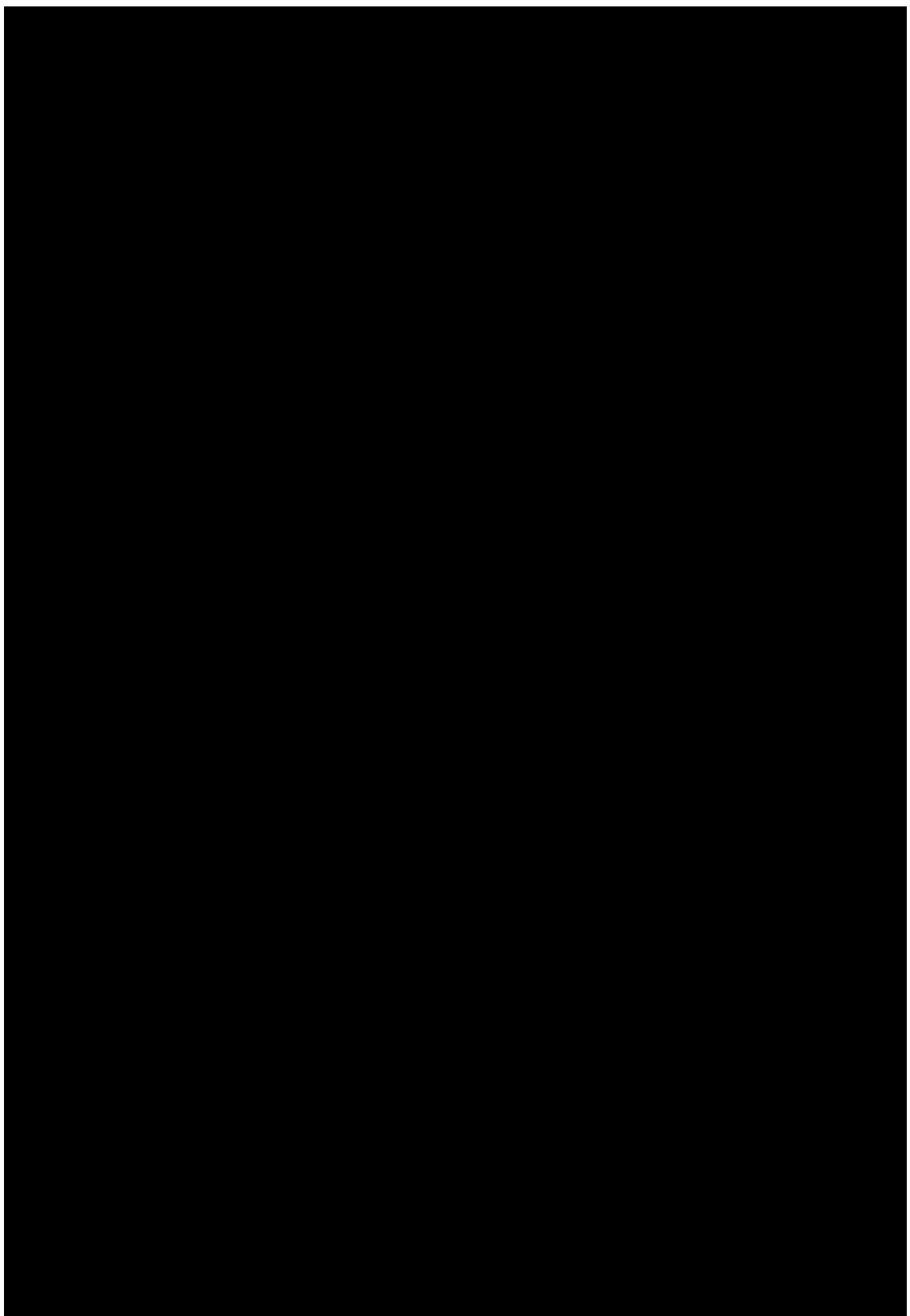
	<p>c) <i>The Contractor must complete a detailed engineering assessment of the existing Falcon Street Active Transport Bridge and must submit the assessment to the Principal as part of the Design Documentation, in accordance with Section 4.3 and Section 4.4 of the SWTC, and Appendix C.2.”</i></p> <p><b>Item 2</b> - Delete SWTC Appendix B.11, Section 10.3 in its entirety.</p> <p><b>Item 3</b> – In SWTC Appendix E.1, Table E-1.1, Item No. 2.1, paragraph a), vi) delete the following words in their entirety:</p> <p>“(vi) Falcon Street Bridge for pedestrians and cyclists to replace the existing bridge;”</p>																		
<b>The Pre-Agreed Variation will form part of the following Portion</b>	Carriageway Portion																		
<b>Amendments to Schedule F1 – Payment</b>	<p>If the Principal's Representative directs this Pre-Agreed Variation in accordance with clause 10.10 on or prior to [REDACTED], the Target Cost in Schedule F1 shall be amended as follows:</p> <table border="1"> <tr> <td>1. Adjustment to the Management Fee</td> <td>[REDACTED]</td> </tr> <tr> <td>2. Adjustment to the Reimbursable Cost Element, made up of:</td> <td></td> </tr> <tr> <td>a. Adjustment to the Preliminaries Cost Element</td> <td>[REDACTED]</td> </tr> <tr> <td>b. Adjustment to the Design Cost Element</td> <td>[REDACTED]</td> </tr> <tr> <td>c. Adjustment to the Construction Cost Element</td> <td>[REDACTED]</td> </tr> <tr> <td>d. Adjustment to the Delivery Phase Maintenance Cost Element</td> <td>[REDACTED]</td> </tr> <tr> <td>Total Adjustment to the Target Cost</td> <td>[REDACTED]</td> </tr> </table> <p>If the Principal's Representative directs this Pre-Agreed Variation in accordance with clause 10.10 after [REDACTED] but on or prior to the date that is [REDACTED] the Target Cost in Schedule F1 shall be amended as follows:</p> <table border="1"> <tr> <td>1. Adjustment to the Management Fee</td> <td>[REDACTED]</td> </tr> <tr> <td>2. Adjustment to the Reimbursable Cost Element, made up of:</td> <td></td> </tr> </table>	1. Adjustment to the Management Fee	[REDACTED]	2. Adjustment to the Reimbursable Cost Element, made up of:		a. Adjustment to the Preliminaries Cost Element	[REDACTED]	b. Adjustment to the Design Cost Element	[REDACTED]	c. Adjustment to the Construction Cost Element	[REDACTED]	d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]	Total Adjustment to the Target Cost	[REDACTED]	1. Adjustment to the Management Fee	[REDACTED]	2. Adjustment to the Reimbursable Cost Element, made up of:	
1. Adjustment to the Management Fee	[REDACTED]																		
2. Adjustment to the Reimbursable Cost Element, made up of:																			
a. Adjustment to the Preliminaries Cost Element	[REDACTED]																		
b. Adjustment to the Design Cost Element	[REDACTED]																		
c. Adjustment to the Construction Cost Element	[REDACTED]																		
d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]																		
Total Adjustment to the Target Cost	[REDACTED]																		
1. Adjustment to the Management Fee	[REDACTED]																		
2. Adjustment to the Reimbursable Cost Element, made up of:																			

	a. Adjustment to the Preliminaries Cost Element	[REDACTED]
	b. Adjustment to the Design Cost Element	[REDACTED]
	c. Adjustment to the Construction Cost Element	[REDACTED]
	d. Adjustment to the Delivery Phase Maintenance Cost Element	[REDACTED]
	Total Adjustment to the Target Cost	[REDACTED]
<b>Amendments to any Dates for Completion</b>	No amendments.	

**ATTACHMENT 1 TO SCHEDULE A3- SHT INTERFACE DEED (NEW OPERATOR) PASS THROUGH TABLE**

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





**ATTACHMENT 2 TO SCHEDULE A3– SHT INTERFACE DEED (NEW OPERATOR)**

The document set out in the following table, which forms this Attachment 2 of Schedule A3 (*Pre-Agreed Variation*), is contained in Schedule G1 (*Electronic Files*) as an electronic file:

<b>Electronic File Reference</b>	<b>Type</b>
Schedule A3 (Pre-Agreed Variations) - Attachment 2 - SHT Interface Deed (New Operator)	.pdf

**SCHEDULE A4. – LIST OF WARRANTIES REQUIRED FROM SUBCONTRACTORS**

(Clause 11.9)

**List of Warranties Required From Subcontractors**

Equipment	Warranty Period
Cold Applied Elastomeric Joint Sealants	█ years
ITS Vehicle Detection Equipment	█ months
ITS Video Surveillance Camera Site	█ months
ITS Electronic Message Signs	█ months
Elastomeric Strip Seal Expansion Joints	█ years
Sprayed Bituminous Waterproofing Membrane for Concrete Bridge Decks	█ years
Architectural treatments/finishes	█ years
Pedestrian bridges	█ years
Road sign faces	█ years

## SCHEDULE A5. – FORM OF SUBCONTRACTOR WARRANTY

(Clause 11.9(a))

THIS DEED POLL is made the day of 20

To: **Transport for NSW (ABN 18 804 239 602)** a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of 20 – 44 Ennis Road, Milsons Point NSW 2061 (**Principal**)

By: That person described in Item 1 of the Schedule (**Warrantor**) which expression will include its successors and assigns)

### RECITALS

- A. The Warrantor has supplied the items described in Item 2 of the Schedule (**Equipment**) to the person described in Item 3 of the Schedule (**Contractor**) or the person described in Item 4 of the Schedule, being a subcontractor of the Contractor (**Subcontractor**), for the works (**Works**) being carried out by the Contractor under the deed described in Item 5 of the Schedule (**Contract**) with the Principal.
- B. It is a requirement of the Contract that the Contractor procure the Warrantor to give the following warranties in favour of the Principal with respect to the Equipment.

### OPERATIVE

---

#### 1. Quality

The Warrantor:

- (a) warrants to the Principal that the Equipment will be to the quality and standard stipulated by the contract between the Warrantor and the Contractor (**Warrantor Contract**) and will be of merchantable quality and fit for the purpose for which it is required; and
- (b) gives the warranty more particularly set out in Item 6 of the Schedule with respect to the Equipment.

The above warranties are in addition to and do not derogate from any warranty implied by law in respect of the Equipment.

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#### 2. Replacement

The Warrantor warrants to the Principal that it will replace (or, where appropriate, repair) so much of the Equipment as within the period described in Item 7 of the Schedule:

- (a) is found to be of a lower quality or standard than that referred to in clause 1; or
- (b) shows deterioration of such extent that the Equipment is required to be made good or replaced in order to achieve fitness for the purpose required in clause 1, whether on account of utility, performance, appearance or otherwise.

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#### 3. Warrantor to bear cost

The Warrantor covenants to the Principal that it will bear the cost of any work necessary to any part of the Works to enable the requirements of clause 2 to be carried out or to make good the Works afterwards.

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**4. Principal not liable**

The Warrantor acknowledges to the Principal that nothing contained in this deed poll is intended to nor will render the Principal in any way liable to the Warrantor in relation to any matters arising out of the Contract or otherwise.

---

**5. This deed poll may not be revoked**

This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

---

**6. Governing Law**

This deed poll is governed by the laws of the State of New South Wales.

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**7. Jurisdiction**

The Warrantor irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

---

**8. Enforcement of this deed poll**

For the avoidance of doubt this deed poll is enforceable by any person on behalf the Principal.

---

**9. Limit of Liability**

The aggregate of the Warrantor's liability to the Principal under this deed poll and the Warrantor's liability to the Contractor under the Warrantor Contract will not exceed the liability that the Warrantor would have had under the Warrantor Contract if the Warrantor Contract had named, as parties having the benefit of the performance of the obligations of the Warrantor:

- (a) the Principal; and
- (b) the Contractor.

## Schedule

Item 1: Name and Address of Warrantor

Item 2: Equipment  
(Recital A)

Item 3: Contractor  
(Recital A)

Item 4: Subcontractor  
(Recital A)

Item 5: Contract  
(Recital A)

Item 6: Detailed Warranty of Warrantor  
(Clause 1(b))

Item 7:

(Clause 2) **[insert period]** years from the expiry of the final "Defects Correction Period" of the Works as defined in the General Conditions (including any extension under clause 14 of the General Conditions).

**Executed** as a deed poll.

**Executed** by **[insert name of Warrantor]**  
**(ABN [insert ABN])** by or in the presence of:

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Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

## **SCHEDULE A6. – CONTRACTOR'S PERSONNEL**

(Clauses 1.1, 13.5(b), 13.5(c)(i) and (iv))

### **1. PROJECT DIRECTOR**

- (a) The Project Director must possess a recognised qualification relevant to the position, have a minimum of 20 years relevant experience in works similar to the Contractor's Activities unless otherwise approved by the Principal, and be experienced in the design, construction and project management of large projects similar to the Project Works and Temporary Works.
- (b) The Project Director must at all times have authority to act on behalf of and bind the Contractor in respect of the Contractor's Activities.
- (c) The Project Director must be engaged full-time during the design phase of the Project Works and the Temporary Works and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works.
- (d) At the date of this deed, the Project Director is [REDACTED].

### **2. CONSTRUCTION MANAGER**

- (a) The Construction Manager must possess a recognised engineering qualification relevant to the position and the Contractor's Activities and have at least 15 years' experience in the overall management of construction on large projects similar to the Project Works and Temporary Works.
- (b) The Construction Manager must be a Chartered Professional Engineer with Engineers Australia or an equivalent body approved by the Principal.
- (c) The Construction Manager must be engaged full-time during the design phase of the Project Works and the Temporary Works (unless otherwise agreed by the Principal) and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works and must at all times have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Activities.
- (d) At the date of this deed, the Construction Manager is [REDACTED].

### **3. COMMERCIAL MANAGER**

- (a) The Commercial Manager must:
  - (i) possess a recognised qualification relevant to the position and the Contractor's Activities and be experienced in the management of commercial issues on major civil construction projects;
  - (ii) have at least 10 years commercial management experience on major civil construction projects unless otherwise approved by the Principal;
  - (iii) have recent relevant experience in effectively negotiating and communicating at a senior level with clients on major civil construction projects; and
  - (iv) be available as the Principal's Representative's primary contact with the Contractor on contractual and commercial matters; and
  - (v) at all times have appropriate delegated authority to act on behalf of the Contractor in respect of contractual and commercial matters.

(b) At the date of this deed, the Commercial Manager is [REDACTED].

4. **DESIGN MANAGER**

- (a) The Design Manager must possess a recognised engineering qualification relevant to the position and the Contractor's Activities and have at least 15 years' experience in the overall management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works.
- (b) The Design Manager must be a Chartered Professional Engineer with Engineers Australia or an equivalent body approved by the Principal.
- (c) The Design Manager must manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed (including the Contractor's Program and any other Programs).
- (d) At the date of this deed, the Design Manager is [REDACTED].

5. **LEAD DESIGN CONSULTANT(S) PROJECT DIRECTORS**

- (a) The Lead Design Consultant Project Director must have:
  - (i) a minimum of 15 years' experience in the industry unless otherwise approved by the Principal, with significant experience in providing professional services in design documentation and construction of similar and/or complex projects;
  - (ii) relevant and current professional qualifications;
  - (iii) proven ability to collaborate and coordinate with multidisciplinary and integrated design and construction teams;
  - (iv) demonstrable skills in communication of the designs to various stakeholders; and
  - (v) demonstrable relevant work experience in the successful delivery of quality public domain outcomes.
- (b) At the date of this deed, the Lead Design Consultant Project Director is [REDACTED].

6. **LEAD DESIGN CONSULTANT(S) DESIGN MANAGER**

- (a) The Lead Design Consultant(s) Design Manager must possess a recognised engineering qualification relevant to the position and the Contractor's Activities and have at least 15 years' experience in the overall management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works.
- (b) The Lead Design Consultant(s) Design Manager must be a Chartered Professional Engineer with Engineers Australia or an equivalent body approved by the Principal.
- (c) The Lead Design Consultant(s) Design Manager must manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed (including the Contractor's Program and any other Programs).
- (d) At the date of this deed, the Lead Design Consultant(s) Design Manager is [REDACTED].

7. **CONSTRUCTION TRAFFIC MANAGER**

- (a) The Construction Traffic Manager must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant work experience in a traffic management position on large projects similar to the Project Works and Temporary Works in a confined CBD environment;
  - (ii) have a minimum of 10 years' traffic management experience unless otherwise approved by the Principal, with extensive experience in the preparation and implementation of construction traffic management plans and traffic control plans, and experience working directly with the SCO and TMC;
  - (iii) have experience in regulatory liaison and consultation;
  - (iv) be given authority by the Contractor to act freely and independently, to require all reasonable steps be taken to avoid or minimise adverse traffic impacts and to stop the progress of the relevant part of the Project Works, the Temporary Works or the Contractor's Activities when any non-conformity with the traffic management requirements of this deed is identified; and
  - (v) be full-time on or around the Construction Site during the construction phase of the Contractor's Activities with responsibility for the management of traffic and must at all times have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Activities and be available at all times for matters regarding road occupancy licences.

(b) At the date of this deed, the Construction Traffic Manager is [REDACTED].

8. **ENVIRONMENTAL MANAGER**

- (a) The Environmental Manager must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in environmental management on projects similar to the Project Works and Temporary Works;
  - (ii) have at least 15 years' environmental management experience unless otherwise approved by the Principal, with extensive experience in the preparation and implementation of environmental management systems and plans;
  - (iii) be available as the Principal's Representative's primary contact with the Contractor on environmental matters;
  - (iv) be experienced in regulatory liaison and consultation;
  - (v) be responsible for all environmental compliance matters associated with the Contractor Activities;
  - (vi) be responsible for an environmental management induction and training program for all personnel involved in the performance of the Contractor's Activities;
  - (vii) be responsible for and have the authority to develop and implement the Construction Environmental Management Plan;

- (viii) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken to achieve environmental compliance, to avoid or minimise environmental impacts and to stop the progress of the relevant part of the Project Works, Temporary Works and the Contractor's Activities when any non-conformance with the environmental requirements of this deed is identified; and
  - (ix) be engaged full-time during the execution of the Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to environmental management of the Contractor's Activities.
- (b) At the date of this deed, the Environmental Manager is [REDACTED].

## 9. COMMUNICATIONS AND STAKEHOLDER MANAGER

- (a) The Communications and Stakeholder Manager must:
  - (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in community involvement on projects similar to the Project Works and Temporary Works and have an understanding of stakeholder and community attitudes and needs in relation to the Project Works and Temporary Works;
  - (ii) have at least 10 years' communications and community relations experience unless otherwise approved by the Principal, with extensive experience in the management of community liaison, consultation and communications on major infrastructure projects;
  - (iii) be available as the Principal's Representative's primary contact with the Contractor on stakeholder and community relations matters;
  - (iv) be experienced in the development and implementation of community involvement strategies and plans;
  - (v) be experienced in and have an understanding of NSW government public affairs processes;
  - (vi) be responsible for a stakeholder and community relations induction and training program for all personnel involved in the performance of the Contractor's Activities;
  - (vii) be responsible for and have the authority to develop and implement the Communications Strategy; and
  - (viii) be engaged full-time during the execution of the Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to stakeholder and community relations management of the Contractor's Activities and be available at all times:
    - (A) to take a proactive role in the stakeholder and community relations processes relating to the Contractor's Activities as set out in this deed; and
    - (B) for contact by stakeholders and the community to answer questions and deal with complaints relating to the Contractor's Activities.

- (b) At the date of this deed, the Communications and Stakeholder Manager is [REDACTED].

## 10. **HEALTH AND SAFETY MANAGER**

- (a) The Health and Safety Manager must:
- (i) possess a bachelor's degree in health and safety or equivalent and have recent relevant work health and safety management experience on major infrastructure projects similar to the Project Works and Temporary Works;
  - (ii) have "Chartered" status with the Safety Institute of Australia or international equivalent (eg ASSE, IOSH etc);
  - (iii) have at least 15 years' experience in work health and safety management on major infrastructure projects unless otherwise approved by the Principal, with extensive experience in the preparation and implementation of work health and safety management systems and plans;
  - (iv) be available as the Principal's Representative's primary contact with the Contractor on work health and safety matters;
  - (v) be responsible for a work health and safety induction and training program for all personnel involved in the performance of the Contractor's Activities;
  - (vi) be responsible for and have the authority to develop and implement the Work Health and Safety Management Plan;
  - (vii) be given authority by the Contractor to act freely and independently, to direct that all reasonable steps be taken where safety compliance is at risk and to stop the progress of the relevant part of the Project Works, the Temporary Works or the Contractor's Activities when any non-conformance with the work health and safety requirements of this deed is identified; and
  - (viii) be engaged full-time during the execution of the Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to work health and safety management of the Contractor's Activities.

- (b) At the date of this deed, the Health and Safety Manager is [REDACTED].

## 11. **QUALITY MANAGER**

- (a) The Quality Manager must:
- (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in quality management on projects similar to the Project Works and the Temporary Works;
  - (ii) have at least 15 years' quality management experience unless otherwise approved by the Principal, with extensive experience in the development and implementation of quality management systems and plans;
  - (iii) be available as the Principal's Representative's primary contact with the Contractor on quality matters;

- (iv) give the Principal's Representative access to information and personnel on quality matters and encourage a culture of disclosure and open discussion in respect of quality at all levels;
- (v) be responsible for an induction and training program for all personnel involved in the performance of the Contractor's Activities;
- (vi) be responsible for and have the authority to develop the Quality Management Plan;
- (vii) be given authority by the Contractor to act freely and independently and to stop the progress of the relevant part of the Contractor's Activities when any non-conformance with the quality requirements of this deed is identified and at specified hold points; and
- (viii) be engaged full-time during the execution of the Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to quality management of the Contractor's Activities.

(b) At the date of this deed, the Quality Manager is [REDACTED].

## 12. SUSTAINABILITY MANAGER

- (a) The Sustainability Manager must:
  - (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have recent relevant experience in sustainability management on projects similar to the Project Works and Temporary Works;
  - (ii) have at least 5 years' sustainability management experience unless otherwise approved by the Principal, with previous experience in the provision of sustainability advice on the design and construction of engineering;
  - (iii) be available as the Principal's Representative's primary contact with the Contractor on sustainability matters;
  - (iv) be responsible for a sustainability induction and training program for all personnel involved in the performance of the Contractor's Activities;
  - (v) be responsible for and have the authority to develop and implement the Sustainability Management Plan; and
  - (vi) be engaged full-time during the execution of the Contractor's Activities and be full-time on or around the Construction Site during the construction phase of the Project Works and Temporary Works with responsibilities limited to sustainability management of the Contractor's Activities.

(b) At the date of this deed, the Sustainability Manager is [REDACTED].

## 13. WORKFORCE DEVELOPMENT AND INDUSTRY PARTICIPATION MANAGER

- (a) The Workforce Development and Industry Participation Manager must:
  - (i) possess a university degree in human resources, organisational development or education;

- (ii) have at least 10 years' training and/or learning and development work experience in a similar role within the road or civil construction industry unless otherwise approved by the Principal;
  - (iii) have demonstrable and significant experience dealing at a strategic level with education providers, RTOs, skill services organisations;
  - (iv) have experience:
    - (A) managing or delivering nationally accredited programs within recognised industry training packages;
    - (B) delivering workforce development requirements within infrastructure projects;
    - (C) working with the implementation and delivery of diversity and inclusion programs; and
    - (D) liaising with state and federal agencies in relation to accessing funding opportunities related to training;
  - (v) have demonstrable knowledge and understanding of Aboriginal communities and their cultures and an understanding of the issues affecting Aboriginal people;
  - (vi) have high level communication skills, including the ability to effectively work within a team, liaise with community and engage with stakeholders; and
  - (vii) have excellent communication and leadership skills.
- (b) At the date of this deed, the Workforce Development and Industry Participation Manager is [REDACTED].

#### 14. **INTERFACE MANAGER**

- (a) The Interface Manager must:
  - (i) possess a recognised qualification relevant to the position and the Contractor's Activities and have at least ten years' experience in dealing with complex interfaces on large projects;
  - (ii) be engaged full-time on or around the Construction Site until the Date of Completion of the last Portion; and
  - (iii) have managed interface risk on previous similar large infrastructure projects with complex interfaces and be able to demonstrate how risk mitigation strategies were implemented and positively reduced risk.
- (b) At the date of this deed, the Interface Manager is [REDACTED].

#### 15. **VARIATIONS MANAGER**

- (a) The Variations Manager must:
  - (i) possess a recognised qualification relevant to the position and the Contractor's Activities and be experienced in the management of commercial issues on major civil construction projects;

- (ii) have at least 10 years' commercial management experience on major civil construction projects unless otherwise approved by the Principal;
  - (iii) have recent relevant experience in effectively negotiating and communicating at a senior level with clients on major civil construction projects;
  - (iv) be available as the Principal's Representative's primary contact with the Contractor on contractual Variation matters; and
  - (v) at all times have appropriate delegated authority to act on behalf of the Contractor in respect of contractual Variation matters.
- (b) At the date of this deed, the Variations Manager is [REDACTED].

## SCHEDULE A7. – FORM OF SUBCONTRACTOR DEED

(Clause 11.2(d)(viii) and 11.7(c)(v))

THIS DEED POLL is made the

day of

20

To: Transport for NSW (ABN 18 804 239 602) a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of 20 – 44 Ennis Road, Milsons Point NSW 2061 (**Principal**),

By: *[Insert]* (ABN *[Insert]*) of *[Insert]* (**Subcontractor**).

### RECITALS:

- A. By a contract dated *[Insert]* between:
- (1) the Principal; and
  - (2) the CPB Downer JV, being an unincorporated joint venture comprising CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney, New South Wales 2060 and Downer EDI Works Pty Ltd (ABN 66 008 709 608) of Level 2, Triniti 3, Triniti Business Campus, 39 Delhi Road, North Ryde NSW 2113 (**Contractor**),
- (**Contract**) the Principal engaged the Contractor to undertake the Project Works (as defined in the Contract).
- B. The Subcontractor has an agreement (**Subcontract**) with the Contractor for the execution and completion of the *[Insert]* (**Subcontract Works**) for the Project Works.
- C. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll in favour of the Principal.

### OPERATIVE

---

1. The Subcontractor will comply with its obligations under the Subcontract and upon completion of the Subcontract Works, the Subcontract Works will satisfy the requirements of the Subcontract.
2. The Principal may assign or charge the benefits and rights accrued under this Deed Poll.
3. The Subcontractor:
  - (a) must if required by a written notice by the Principal sign a deed in the form of the attached Deed of Novation (Attachment 1) with such substitute contractor as the Principal may nominate; and
  - (b) for this purpose irrevocably appoints the Principal to be its attorney with full power and authority to complete the particulars in and sign the attached Deed of Novation, if the Subcontractor fails to sign the Deed of Novation within five (5) Business Days of a written notice by the Principal under paragraph 3(a) of this Deed Poll.
4. This Deed Poll is governed by the laws of the State of New South Wales.
5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.
6. The Subcontractor's liability in respect of a breach of a particular obligation under this Deed Poll will be limited as set out in the Subcontract and reduced to the extent to which the

Subcontractor has already paid money to or performed work for the Contractor in respect of that breach.

7. The aggregate of the Subcontractor's liability to the Principal under this deed poll and the Subcontractor's liability to the Contractor under the Subcontract will not exceed the liability that the Subcontractor would have had under the Subcontract if the Subcontract had named the Principal and the Contractor as parties having the benefit of the performance of the obligations of the Subcontractor.

**EXECUTED** as a deed poll

Executed by **[insert name of Subcontractor] (ABN [insert ABN])** by or  
in the presence of:

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

**ATTACHMENT 1 TO FORM OF SUBCONTRACTOR DEED**

**Deed of Novation**

**DATE:** [insert date]

**BETWEEN:**

1. [Insert name and ABN] of [Insert] (**Substitute Contractor**);
2. [Insert name and ABN] of [Insert] (**Original Contractor**); and
3. [Insert name and ABN] of [Insert] (**Subcontractor**).

**RECITALS:**

- (A) By a contract dated [Insert] between:
- (1) Transport for NSW (ABN 18 804 239 602) a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of 20 – 44 Ennis Road, Milsons Point NSW 2061 (**Principal**); and
  - (2) Original Contractor,
- (Contract) the Principal engaged the Original Contractor to undertake the Project Works (as defined in the Contract).
- (B) The Original Contractor has entered into an agreement (**Subcontract**) with the Subcontractor for the execution and completion of the [Insert] (**Subcontract Works**) as part of the Project Works.
- (C) The Principal has terminated the Contract and has engaged the Substitute Contractor to complete the Project Works.
- (D) The Principal and the Substitute Contractor wish to effect a novation of the Subcontract.

**THIS DEED WITNESSES** that in consideration, among other things, of the mutual promises contained in this deed, the parties agree:

1. The Substitute Contractor must perform all of the obligations of the Original Contractor under the Subcontract which are not performed at the date of this deed. The Substitute Contractor is bound by the Subcontract as if it had originally been named in the Subcontract in place of the Original Contractor.
2. The Subcontractor must perform its obligations under, and be bound by, the Subcontract as if the Substitute Contractor was originally named in the Subcontract in place of the Original Contractor, provided that the Subcontractor must not be released from any action, claim or demand the Original Contractor has or may have against the Subcontractor in connection with an obligation or liability under or in respect of the Subcontract that arose prior to the novation of the Subcontract to the Substitute Contractor.
3. This deed is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that state.

**EXECUTED** by the parties as a deed:

**Executed** by [Insert] **ABN** [Insert] by or in the presence of:

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

**Executed** by [Insert] **ABN** [Insert] by or in the presence of:

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

**Executed** by [Insert] **ABN** [Insert] by or in the presence of:

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

**SCHEDULE A8. – COMMERCIALLY SENSITIVE INFORMATION**

(Clause 1.1 definition of "Commercially Sensitive Information" and clause 21.11)

<b>Commercially Sensitive Information</b>	<b>Detail</b>
Not applicable	Not applicable

## SCHEDULE A9. – DEED OF NOVATION

(Clause 18.5(a)(iv)(A))

**Date:**

**Parties:** [ ] ABN [ ] of [ ]  
**(Retiring Party)**

[ ] ABN [ ] of [ ]  
**(Continuing Party)**

[ ] ABN [ ] of [ ]  
**(Substitute Party)**

### Recitals

- (A) The Retiring Party and the Continuing Party are parties to the Contract.
- (B) The Retiring Party and the Substitute Party have asked the Continuing Party to agree to the novation of the Contract on the terms of this deed.
- (C) The Continuing Party has agreed to the novation of the Contract on the terms of this deed.

### THIS DEED PROVIDES

#### 1. DEFINITIONS

Defined terms in the Contract have the same meanings in this deed, unless the contrary intention appears.

In this deed:

**Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

**Contract** means the agreement between the Retiring Party and the Continuing Party [described in the Schedule **or insert description here**].

**Contract Guarantees** means the guarantees issued or required to be issued under the Contract in respect of the performance by a party to the Contract, by a bank or insurer and/or, where required by the Contract, by a Related Entity of that party.

**Effective Date** means [**the date of this deed or the date agreed by the parties from which the novation will be effective**].

**GST** means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services) Act 1999* (Cth.).

**Liability** means all liabilities, losses, Claims, damages, outgoings, costs and expenses of whatever description.

**Related Entity** has the meaning ascribed to that term in section 9 of the *Corporations Act 2001* (Cth).

## **2. INTERPRETATION**

In this deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:
- (c) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (d) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) 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;
- (k) "includes" in any form is not a word of limitation; and
- (l) a reference to "\$" or "dollar" is to Australian currency.

## **3. NOVATION**

### **3.1 Novation**

From the Effective Date:

- (a) the parties novate the Contract so that the Substitute Party and the Continuing Party are parties to a new agreement on the same terms as the Contract; and
- (b) any reference in the Contract to the Retiring Party will be read as a reference to the Substitute Party.

### **3.2 Assumptions of rights and obligations**

- (a) From the Effective Date the Substitute Party:

(i) will be bound by and will comply with the terms of the Contract as amended by this deed, and will enjoy the rights and benefits conferred on the Retiring Party under the terms of the Contract; and

(ii) will assume the obligations and Liability of the Retiring Party under the terms of the Contract,

in all respects as if the Substitute Party had originally been named in the Contract as a party instead of the Retiring Party.

(b) From the Effective Date the Continuing Party will comply with the terms of the Contract on the basis that the Substitute Party has replaced the Retiring Party under the Contract in accordance with this deed.

### 3.3 Release by Continuing Party

From the Effective Date:

(a) the Continuing Party releases the Retiring Party from:

(i) any obligation or Liability under or in respect of the Contract; and

(ii) any action, Claim and demand it has against the Retiring Party under or in respect of the Contract,

that arises after the Effective Date; and

(b) this release does not affect any rights the Continuing Party may have against the Substitute Party as a result of the assumption by the Substitute Party under the terms of this deed of the obligations and Liability of the Retiring Party under the terms of the Contract.

### 3.4 Release by Retiring Party

From the Effective Date the Retiring Party releases the Continuing Party from:

(a) any obligation or Liability under or in respect of the Contract; and

(b) any action, Claim and demand it has, or but for this clause would have had against the Continuing Party in connection with any obligation or Liability under or in respect of the Contract,

that arises after the Effective Date, except that nothing in this clause affects the obligations of the Continuing Party to the Substitute Party under the Contract.

### 3.5 Insurance

From the Effective Date:

(a) the Substitute Party must have in place insurances which replace the insurances required to be effected and maintained by the Retiring Party under the terms of the Contract; and

(b) the Continuing Party must take the necessary steps to ensure that, for all insurances required to be effected by the Continuing Party under the terms of the Contract, the Substitute Party is named in place of the Retiring Party as required by the Contract.

**3.6 Replacement of Guarantees**

From the Effective Date the Substitute Party must have in place guarantees which replace the Contract Guarantees on similar terms in favour of the Continuing Party.

**3.7 Indemnity**

The Retiring Party must indemnify the Substitute Party and each of their officers, employees and agents from and against any Loss (including legal costs on a full indemnity basis) in respect of or arising out of or as a result of the Substitute Party assuming the obligations and Liabilities of the Retiring Party under or in connection with the Contract:

- (a) that the Continuing Party may have or claim to have or might have had against the Retiring Party under or in connection with the Contract but for the operation of this deed, but only to the extent that those obligations or Liabilities arose before the Effective Date; and
- (b) in respect of amounts accruing or payable to the Continuing Party prior to the Effective Date which are or would be Excluded Costs under the contract between the Retiring Party and the Substitute Party.

**4. OVERRIDING EFFECT**

The parties agree that the execution and operation of this deed will for all purposes be regarded as due and complete compliance with the terms of the Contract relating to any requirement for consent to assignment of the Contract so far as any such provisions would apply with respect to the novation of the Contract to the Substitute Party.

**5. REPRESENTATIONS AND WARRANTIES**

**5.1 Authority**

Each party represents and warrants to each other party that it has full power and authority to enter into and perform its obligations under this deed.

**5.2 Authorisations**

Each party represents and warrants to each other party that it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.

**5.3 Binding obligations**

Each party represents and warrants to each other party that this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms.

**6. DUTIES, COSTS AND EXPENSES**

**6.1 Stamp Duty**

The Substitute Party must pay all stamp duty, duties or other taxes of a similar nature (including but not limited to any fines, penalties and interest) in connection with this deed or any transaction contemplated by this deed (except to the extent the terms of the Contract provide otherwise).

**6.2 Costs**

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

6.3 GST

- (a) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (b) If GST is payable on a supply made under this deed by an entity (**Supplier**), the party providing the consideration for that supply must, in addition to any other amounts payable under any provision of this deed, pay an additional amount equal to the GST payable by the Supplier on that supply. The additional amount must be paid, and the Supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause 6.3 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999*.

7. GENERAL

7.1 Governing Law

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

7.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.2(a).

7.3 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

7.4 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the 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) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of any other breach of that term or of a breach of any other term of this deed.

7.5 Counterparts

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

7.6 Severance

If at any time a 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.

7.7 Further acts and documents

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

7.8 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

**Schedule [*if needed*]**

**Contract**  
(clause 1.1) .....

.....

**Executed** as a deed. [*Ensure correct execution blocks are inserted prior to execution*]

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

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Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

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

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

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

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

**SCHEDULE A10 - DEED OF DISCLAIMER**

(Clauses 1.1 and 7.8(d)(v))



# Western Harbour Tunnel and Beaches Link

## Warringah Freeway Upgrade

### Deed of Disclaimer

Contract No: TfNSW 20.0000301755.1100

CPB Contractors Pty Limited  
(ABN 98 000 893 667)

and

Downer EDI Works Pty Ltd  
(ABN 66 008 709 608)

**THIS DEED POLL** is made on

2021

**TO:** Each of the Beneficiaries

**PARTIES:**

The CPB Downer JV, being an unincorporated joint venture comprising **CPB Contractors Pty Limited (ABN 98 000 893 667)** of Level 18, 177 Pacific Highway, North Sydney, New South Wales 2060 and **Downer EDI Works Pty Ltd (ABN 66 008 709 608)** of Level 2, Triniti 3, Triniti Business Campus, 39 Delhi Road, North Ryde NSW 2113 (collectively, the **Contractor** and each a **Contractor Entity**).

**RECITALS:**

- (A) Following a registration of interest process, the Principal issued the Invitation for EOI in relation to the investigation, design and construction of the Project.
- (B) Following the submission of EOIs, the Principal issued the Request for Tender in relation to the investigation, design and construction of the Project.
- (C) The Contractor has lodged a Tender in response to the Request for Tender and has otherwise been involved in the Procurement Process contemplated by the Invitation for ROI, the Invitation for EOI and the Request for Tender.
- (D) Each of the Contractor Entities has executed the Confidentiality and Disclaimer Deed Poll and the Stage 2 Procurement Process Deed Poll.
- (E) The Principal and the Contractor will enter into the WFU Deed on or about the date of this Deed Poll.
- (F) This Deed Poll sets out certain warranties, acknowledgments and indemnities applicable to the Invitation for ROI, the Invitation for EOI, the Request for Tender and the Information Documents.

**THE PARTIES AGREE AS FOLLOWS:**

1 **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**Beneficiaries** means the beneficiaries of the Contractor's promises under this Deed Poll, being the Principal, the State of New South Wales, and any entity notified under clause 8.9, and **Beneficiary** means any of them.

**Claim** includes any claim, action, demand or proceeding:

- (a) under, arising out of, or in connection with the Procurement Process;
- (b) arising out of, or in connection with, any task, thing or relationship connected with the Project; or
- (c) otherwise at law or in equity including:

- (i) by or for breach of statute;
- (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
- (iii) for restitution, including restitution based on unjust enrichment.

The term "Claim" does not include a claim made against any Beneficiary by any third party, other than a third party to whom the Contractor disclosed the Information Documents, arising from a breach by such Beneficiary of an obligation which the Beneficiary owes to that third party in relation to the Information Documents.

**Confidentiality and Disclaimer Deed Poll** means the deed poll dated 30 June 2020 and executed by CPB Contractors Pty Limited (ABN 98 000 893 667) for the benefit of the Principal and the other named beneficiaries to that deed poll in relation to the Project.

**Contractor** means, collectively, the Contractor Entities.

**Contractor Entities** means each of the signatories to this Deed Poll.

**Data Room** means the electronic data room containing documents, data and other information regarding the Project created and maintained by the Principal for the purposes of the Procurement Process, whether titled the WFU – EOI Data Room, the WFU – RFT Data Room, the WFU – Secure Drawings Data Room or otherwise.

**EOI** means the documents which were submitted by the Contractor to the Principal in response to and in accordance with the Invitation for EOI, and any amendments to those documents as agreed by the Principal via the request for clarification process.

**Information Document** has the meaning given to that term in the WFU Deed.

**Invitation for EOI** means the invitation for expressions of interest for the Project titled 'Invitation for Expression of Interest' issued by the Principal to the Contractor on 24 July 2020, and includes all parts, appendices and attachments to it, as well as any addenda.

**Invitation for ROI** means the invitation to submit a registration of interest for the Project issued to prospective proponents by the Principal on 18 June 2020.

**Notice** has the meaning given to it in clause 6.

**Principal** means Transport for New South Wales of 20-44 Ennis Road, Milsons Point, NSW 2061, a New South Wales Government agency constituted under the *Transport Administration Act 1988* (NSW).

**Procurement Process** means the procurement processes relating to the selection of the Contractor for the delivery of the Project, inclusive of the processes associated with the Invitation for ROI, Invitation for EOI and Request for Tender and the evaluation of submissions made by the Contractor as part of those processes.

**Project** means all activities associated with investigation, design and construction of the Warringah Freeway Upgrade Works (as described in the Invitation for ROI and updated in the Invitation for EOI and the Request for Tender).

**Request for Tender** means the request for submission of Tenders for the Project titled 'Request for Tender' issued by the Principal to the Contractor on 3 November 2020 as part of the Procurement Process, and includes all parts, appendices and attachments to it, as well as any addenda issued by the Principal.

**Stage 2 Procurement Process Deed Poll** means the deed poll dated 16 December 2020 and in a form acceptable to and executed by CPB Contractors Pty Limited (ABN 98 000 893 667) and Downer EDI Works Pty Ltd (ABN 66 008 709 608) for the benefit of the Principal and the other named beneficiaries to that process deed poll relevant to the Project.

**Tender** means the documents which were submitted by the Contractor to the Principal in response to and in accordance with the Request for Tender, and any amendments to those documents as agreed by the Principal via the request for clarification process.

**WFU Deed** means the deed titled "Warringah Freeway Upgrade Deed" dated on or about the date of this deed between the Principal and the Contractor.

1.2 **Priority in interpretation**

For the purposes of this Deed Poll, to the extent of any inconsistency between this Deed Poll, the Confidentiality and Disclaimer Deed Poll and the Stage 2 Procurement Process Deed Poll, the higher standard (being the standard that delivers the greater benefit to the Principal) shall prevail (unless the Principal directs otherwise).

1.3 **Interpretation**

In this Deed Poll unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any authority, institute, association or body is:
  - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (e) a reference to this Deed Poll or to any other deed poll, deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed

- poll, deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
- (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
  - (ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) a reference to:
- (i) a party, clause or schedule is a reference to a party, clause or schedule of or to this Deed Poll; and
  - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (i) a reference to this Deed Poll includes all schedules;
- (j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (k) "day" means a calendar day;
- (l) a reference to "\$" is to Australian currency;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed Poll or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

#### 1.4 **Headings**

Headings do not affect the interpretation of this Deed Poll.

#### 1.5 **Unfettered Discretion**

- (a) This Deed Poll will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Beneficiaries or any of them to exercise any of their respective functions and powers pursuant to any legislation.
- (b) Without limiting clause 1.5(a), anything the Beneficiaries or any of them do, fail to do or purport to do, pursuant to their respective functions and powers under any legislation, will be deemed not to be an act or omission under this Deed Poll.
- (c) The Contractor waives any Claims that it may have against the Beneficiaries as a result of the exercise by any Beneficiaries of its functions and powers under any legislation.

**CONTRACTOR WARRANTIES AND ACKNOWLEDGEMENTS**

The Contractor:

- (a) warrants that it did not in any way rely upon:
- (i) any information, data, representation, statement or document (including the Invitation for ROI, the Invitation for EOI, the Request for Tender or the Information Documents) made by, or provided to the Contractor, by the Principal or anyone on behalf of the Principal or any other information, data, representation, statement or document for which the Principal is responsible or may be responsible whether or not obtained from the Principal or anyone on behalf of the Principal; or
  - (ii) the accuracy, adequacy, suitability or completeness of such information, data, representation, statement or document,
- for the purposes of preparing its Tender and entering into the WFU Deed except to the extent that any such information, statement or document forms part of the WFU Deed;
- (b) warrants that it:
- (i) has carefully reviewed the Invitation for ROI, the Invitation for EOI, the Request for Tender and the Information Documents provided to the Contractor by the Principal as at the date of this Deed Poll;
  - (ii) enters into the WFU Deed based on its own investigations, interpretations, deductions, information and determinations;
  - (iii) has examined and will continue to examine all other relevant information available on reasonable enquiry;
  - (iv) has obtained and considered all necessary information relevant to the risks, contingencies and other circumstances having an effect on its Tender;
  - (v) has satisfied itself as to the correctness and sufficiency of the Tender having regard to the risks referred to in clause 2(b)(iv); and
  - (vi) has taken such professional advice as is appropriate for projects of the type contemplated by the WFU Deed;
- (c) agrees that it will carefully review any Information Documents provided to the Contractor by the Principal after the date of this Deed Poll, and will, on request by the Principal, provide written confirmation of such review;
- (d) acknowledges and agrees that:
- (i) neither the Principal or any other Beneficiaries (or anyone on their behalf) warrants, guarantees, assumes any duty of care or other responsibility for or makes any representation about the accuracy, adequacy, suitability or completeness of the Invitation for ROI, the Invitation for EOI, the Request

- for Tender or the Information Documents, and the Information Documents do not form part of the WFU Deed;
- (ii) the Contractor is not entitled to make, and neither the Principal or the Beneficiaries will be liable upon, any Claim by the Contractor arising out of or in any way in connection with:
    - A. the provision of, or the purported reliance upon, or use of the Information Documents to or by the Contractor or any other person to whom the Information Documents are disclosed; or
    - B. a failure by the Principal or another Beneficiary to provide any other information, data or documents to the Contractor;
  - (iii) the rights, powers and discretions given to the Principal in the Invitation for ROI, the Invitation for EOI and the Request for Tender do not form part of any contract between the Principal, any other Beneficiaries and the Contractor but rather are rights, powers and discretions that the Principal has as part of the Procurement Process;
  - (iv) the Information Documents are provided by the Principal or any other Beneficiaries for the information only of the Contractor, and are not intended to form, and do not form, the basis for any decision of the Contractor to enter into the WFU Deed or perform the obligations which the Contractor will be required to perform under the WFU Deed;
  - (v) to the extent that a Beneficiary is not the author or source of any of the Information Documents it merely passes those documents on to the Contractor and does not adopt those documents;
  - (vi) the Beneficiaries:
    - A. are not responsible for; and
    - B. make no representation or warranty in respect of,
      - any advice or information given by the Principal or any other Beneficiary with respect to the Project, the Information Documents, the Invitation for ROI, the Invitation for EOI, the Request for Tender, including the currency, fitness for purpose, reasonableness, reliability, accuracy, adequacy, suitability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Information Documents;
  - (vii) where any information or document is referred to and incorporated by reference in an Information Document, the Contractor has not relied upon any summary of the information or document which appears in that Information Document;
  - (viii) where any guidance has been provided with an Information Document, the Contractor has not relied upon that guidance;
  - (ix) no representation or warranty (express or implied) has been made by the Principal or any other Beneficiary (or by anyone on behalf of the Principal or another Beneficiary) that the Information Documents have been

- independently verified for any purpose connected with the Project or the Contractor's preparation of its Tender;
- (x) it has had the opportunity during the Procurement Process and subsequently to undertake for itself and to request others to make further enquiries and investigations and seek appropriate professional advice relating to the subject matter of the Information Documents and for this purpose has had regard to the acknowledgments, warranties and releases in this Deed Poll in undertaking its own enquiries and investigations and in requesting further enquiries and investigations;
- (xi) the Information Documents do not purport to contain, or be, all of the information that the Contractor may have required in order to make any decision to enter into the WFU Deed or perform the obligations which the Contractor is required to perform under the WFU Deed; and
- (xii) without limiting anything else, the Information Documents do not, and will not, take into account the Contractor's individual purposes, goals, interests, needs or circumstances;
- (e) acknowledges and agrees that:
- (i) the Principal or the Beneficiaries have provided the Information Documents to the Contractor in reliance upon the acknowledgements and warranties contained in this Deed Poll;
- (ii) the Principal accepted the Tender and the Principal will be entering into the WFU Deed with respect to the Project in reliance upon the acknowledgments and warranties contained in this Deed Poll;
- (iii) none of the Beneficiaries have any obligations or liabilities to the Contractor in respect of the Invitation for ROI, the Invitation for EOI, the Request for Tender or the Procurement Process, and to the maximum extent permitted by law, any such obligations which may otherwise be implied or imposed on any Beneficiary under contract, in tort including negligence, in equity, at law, by statute or otherwise are excluded; and
- (iv) none of the Beneficiaries have any obligation to provide any additional information or to update the Invitation for ROI, Invitation for EOI, the Request for Tender or Information Documents, or to correct or inform any person or entity of any inaccuracies in the Invitation for ROI, Invitation for EOI, the Request for Tender or the Information Documents which may become apparent.

### **3 RELEASE AND INDEMNITY**

- (a) Subject to clause 3(b) the Contractor irrevocably releases and indemnifies the Principal and any other Beneficiaries (and any of their respective officers, employees, consultants and agents) from and against:
- (i) any Claim against them by, or liability of them to, any person; or
- (ii) (without being limited by clause 3(a)(i)) losses suffered or incurred by them,  
arising out of or in any way in connection with:

- (iii) the provision of, or the purported reliance upon, or use of the Information Documents, as referred to in clause 2, to or by the Contractor or any other person to whom the Information Documents are disclosed by the Contractor or its officers, employees, consultants and agents, or a failure by the Principal or the Beneficiaries to provide any information, data or documents to the Contractor (other than any information, data or documents which the Principal is required to provide to the Contractor by the terms of the WFU Deed);
  - (iv) any breach by the Contractor of clause 2; or
  - (v) the Information Documents being relied upon or otherwise used by the Contractor or its Associates or any other person to whom the Information Documents are disclosed by the Contractor or its Associates in the preparation of any information or document, including the Tender.
- (b) The releases and indemnities under clause 3(a) benefit the Principal, the Beneficiaries, and their respective officers, employees, consultants and agents, and the Principal or any other Beneficiaries may enforce each release and indemnity in its own right and on behalf of its officers, employees, consultants and agents.
- (c) The acknowledgements, warranties, releases and indemnities referred to in clauses 2 and 3(a) do not affect the Contractor's rights under clauses 7.9 to 7.16 (inclusive) of the WFU Deed.
- (d) It is not necessary for a Beneficiary to incur expense or make payments before enforcing its right of indemnity.
- (e) Where a Claim is made by the Contractor for which a Beneficiary would otherwise be jointly liable with any third party (including another Beneficiary), the extent to which that Claim may be recoverable against that Beneficiary will:
- (i) be limited so as to be in proportion to that particular Beneficiary's contribution to overall fault for such Claim as agreed between the Contractor and that Beneficiary or, if not agreed, as otherwise finally determined by a court of competent jurisdiction, including after any appeals; and
  - (ii) be no more than it would have been had any arrangements which limits the extent to which the Contractor may claim against a third party (including another Beneficiary) not existed.

#### **4 ENFORCEMENT AND LIABILITY**

- (a) The Contractor acknowledges and agrees that this document operates as a Deed Poll and the obligations in this Deed Poll are for the benefit of the Beneficiaries jointly and severally, and that the Beneficiaries may enforce the obligations in this Deed Poll, either together or separately.
- (b) The liability of the Contractor under this Deed Poll is absolute and is not subject to the execution of this Deed Poll or any other instrument or document by any person

other than the Contractor, and is not subject to the performance of any condition precedent or subsequent.

## 5 EXPIRY OF CONTRACTOR'S OBLIGATIONS

The obligations of the Contractor under clause 3 of this Deed Poll will expire 5 years after the date of this Deed Poll.

## 6 NOTICES

- (a) Any notice, demand, consent or other communication (**Notice**) given or made under this Deed Poll:
- (i) must be in writing and signed by the sender or a person duly authorised by the sender;
  - (ii) must be either:
    - A. subject to clause 6(b), addressed and delivered via the correspondence facility in the Data Room; or
    - B. in the case of the Principal, addressed and delivered to the Principal at the address below or the address last notified by the Principal to the sender after the date of this Deed Poll:

### **Principal**

Name: Transport for New South Wales  
Address: 20 – 44 Ennis Road, Milsons Point NSW 2061(for delivery by hand or for delivery by post)  
Email: [REDACTED]  
Attention: [REDACTED]

and in the case of the Contractor, be addressed and delivered to the Contractor at the address below or the address last notified by the Contractor to the sender after the date of this Deed Poll:

### **Contractor**

Name: CPB Downer Joint Venture  
Address: [REDACTED]  
Email: [REDACTED]  
Attention: The Contractor's Representative

- (b) Any Notice that is required to be given in writing that is given or made via the correspondence facility in the Data Room must be uploaded as an attachment in:
- (i) .pdf format;
  - (ii) a format compatible with Microsoft Office; or
  - (iii) such other format as may be agreed between the parties in writing from time to time.

Any other text in the subject line or the body of a communication made via the correspondence facility in the Data Room will not form part of a Notice that is required to be given writing.

- (c) Any Notice issued under this clause 6 will be conclusively taken to be duly given or made when delivered, received or left at the above address, or in the case of a Notice issued under clause 6(b), at the time recorded in the Data Room as the time that the Notice is delivered or received. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 5pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

## 7 WAIVER

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right, power or remedy provided by law or under this Deed Poll by all or any of the Beneficiaries does not preclude, or operate as a waiver of, the exercise or enforcement or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed Poll.
- (b) No waiver by all or any of the Beneficiaries of one breach of any obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or of any other obligation or provision herein contained or implied.
- (c) None of the provisions of this Deed Poll shall be taken either at law or in equity to have been varied, waived, discharged or released by the Beneficiaries unless by their express consent in writing.

## 8 MISCELLANEOUS

### 8.1 Joint and Several Liability

If the Contractor is more than one person, each person making up the Contractor is jointly and severally bound by the terms of this Deed Poll.

### 8.2 Governing Law and Jurisdiction

This Deed Poll is governed by the laws of New South Wales. The Contractor and the Beneficiaries submit to the non-exclusive jurisdiction of New South Wales.

### 8.3 Amendments

This Deed Poll may not be revoked without the prior written consent of the Beneficiaries. Any amendments must be agreed in writing between the Contractor and the Principal.

#### **8.4 Further acts**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed Poll.

#### **8.5 Consents**

A consent required under this Deed Poll from any Beneficiary may be given or withheld, or may be given subject to any conditions, as the relevant Beneficiary (in its absolute discretion) thinks fit, unless this Deed Poll expressly provides otherwise.

#### **8.6 Entire agreement**

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

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

#### **8.7 No representation or reliance**

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

#### **8.8 Severability of provisions**

Any provision of this Deed Poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this Deed Poll nor affect the validity or enforceability of that provision in any other jurisdiction.

#### **8.9 Beneficiaries**

- (a) The Principal may at any time give notice to the Contractor that another entity is to become an additional Beneficiary under this Deed Poll. The Principal may give multiple notices under this clause. The Contractor agrees that on and from the date of the Principal's notice, the entity identified by the Principal will be a Beneficiary under this Deed Poll.
- (b) If for any reason a Beneficiary is unable to enforce against the Contractor its promises under this Deed Poll, the Contractor agrees that the Principal may do so on behalf of any and all Beneficiaries.

**EXECUTED** as a deed poll.

**SIGNED, SEALED AND DELIVERED** for and on behalf of **CPB CONTRACTORS PTY LIMITED** (ABN 98 000 893 667) by its Attorneys under a Power of Attorney dated [REDACTED] [REDACTED] (and the Attorneys declare that the Attorneys have not received any notice of the revocation of such Power of Attorney) in the presence of:

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Signature of Attorney

---

Signature of Attorney

---

Name of Attorney

---

Name of Attorney

---

Signature of witness

---

Signature of witness

---

Name of Witness in full

---

Name of Witness in full

**SIGNED, SEALED AND DELIVERED** for and on behalf of **DOWNER EDI WORKS PTY LTD** (ABN 66 008 709 608) by its Attorney under a Power of Attorney dated [REDACTED] [REDACTED] (and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney) in the presence of:

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Signature of Attorney

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Signature of witness

---

Name of Attorney

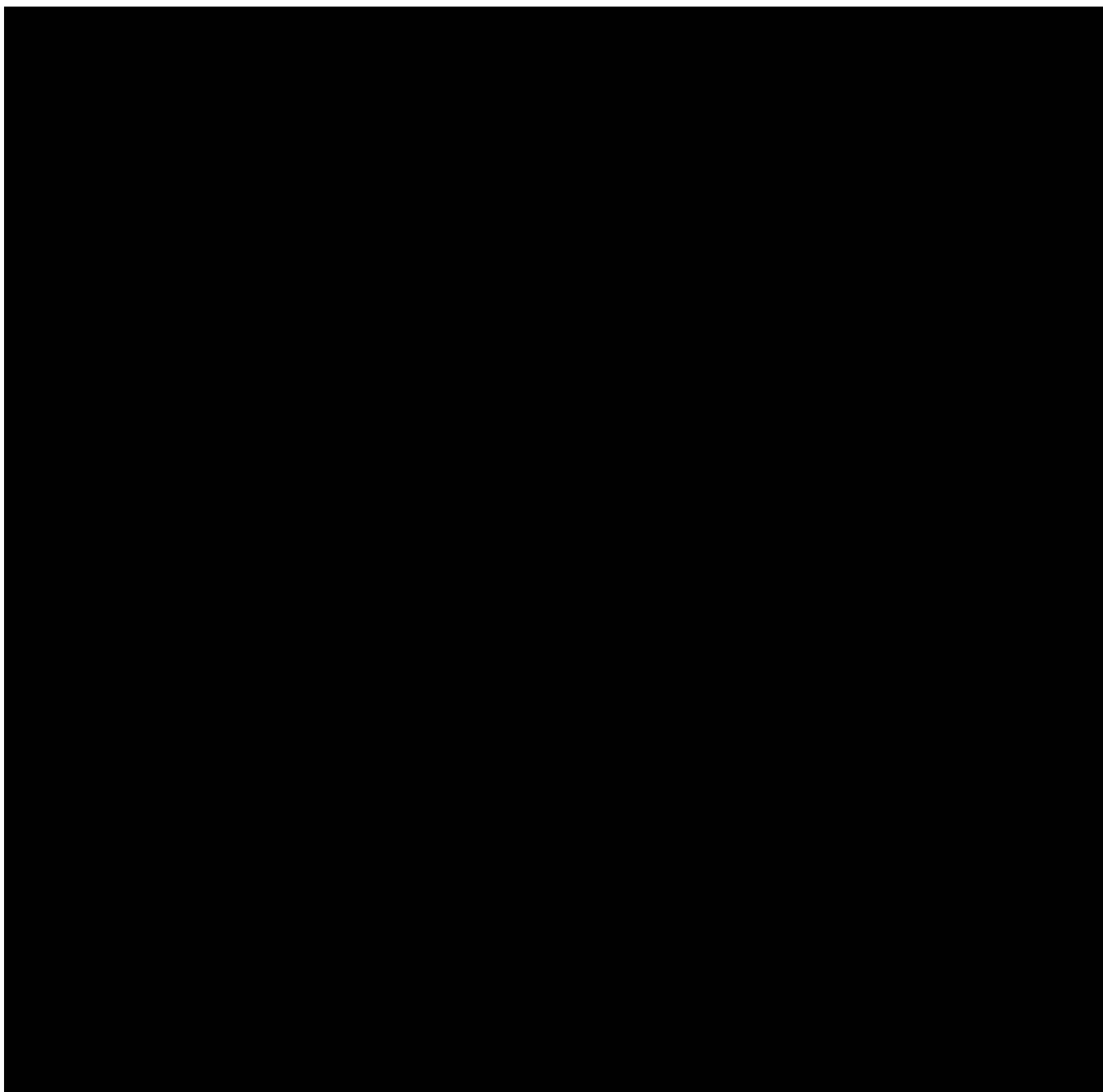
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Name of Witness in full

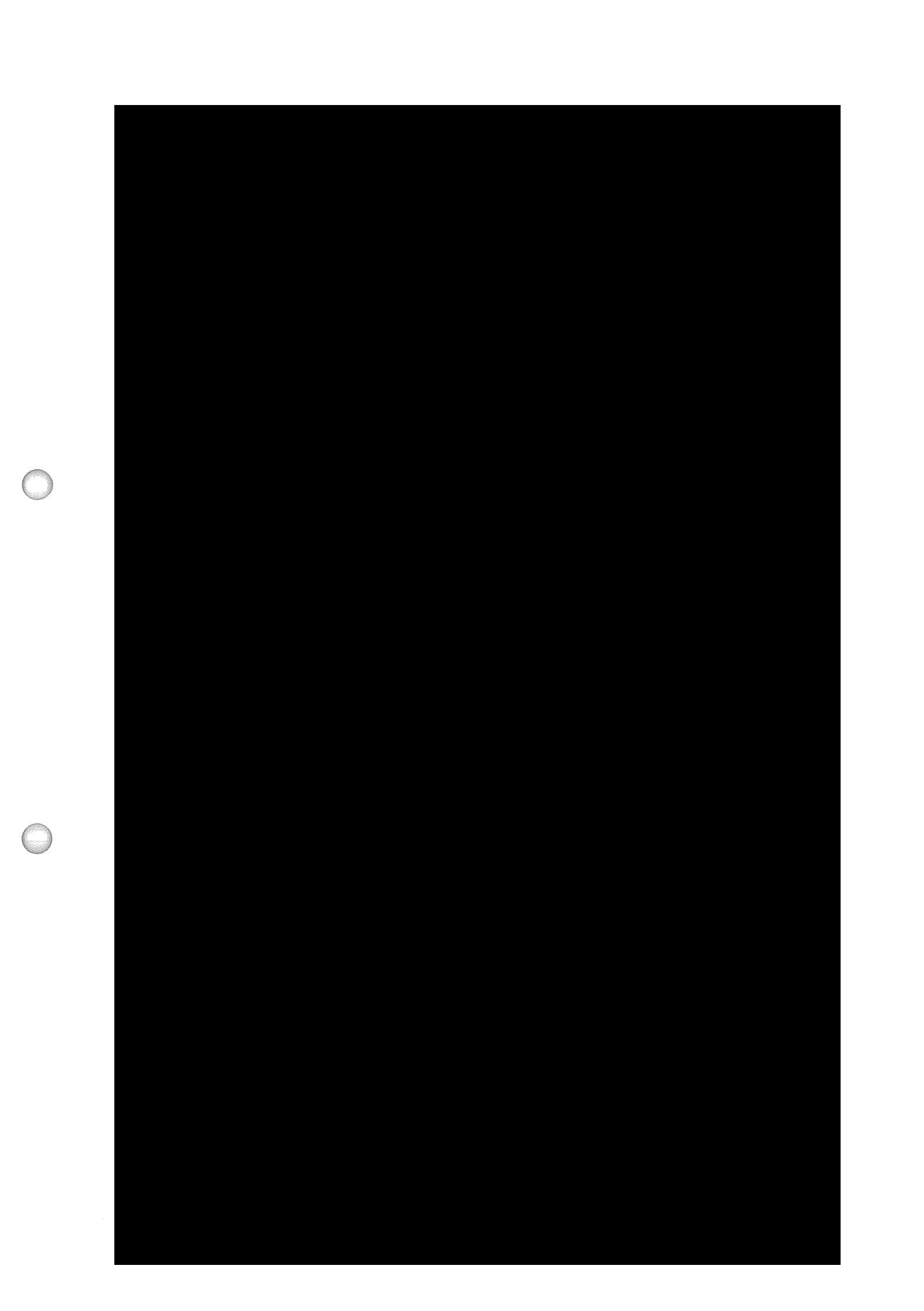
**SCHEDULE A11. – NOT USED**

**SCHEDULE A12. – INTERFACE DEEDS**

(Clauses 1.1, 3.2(a), (e) and (h), 3.4, 7.1(f) and 12.3(a)(viii))

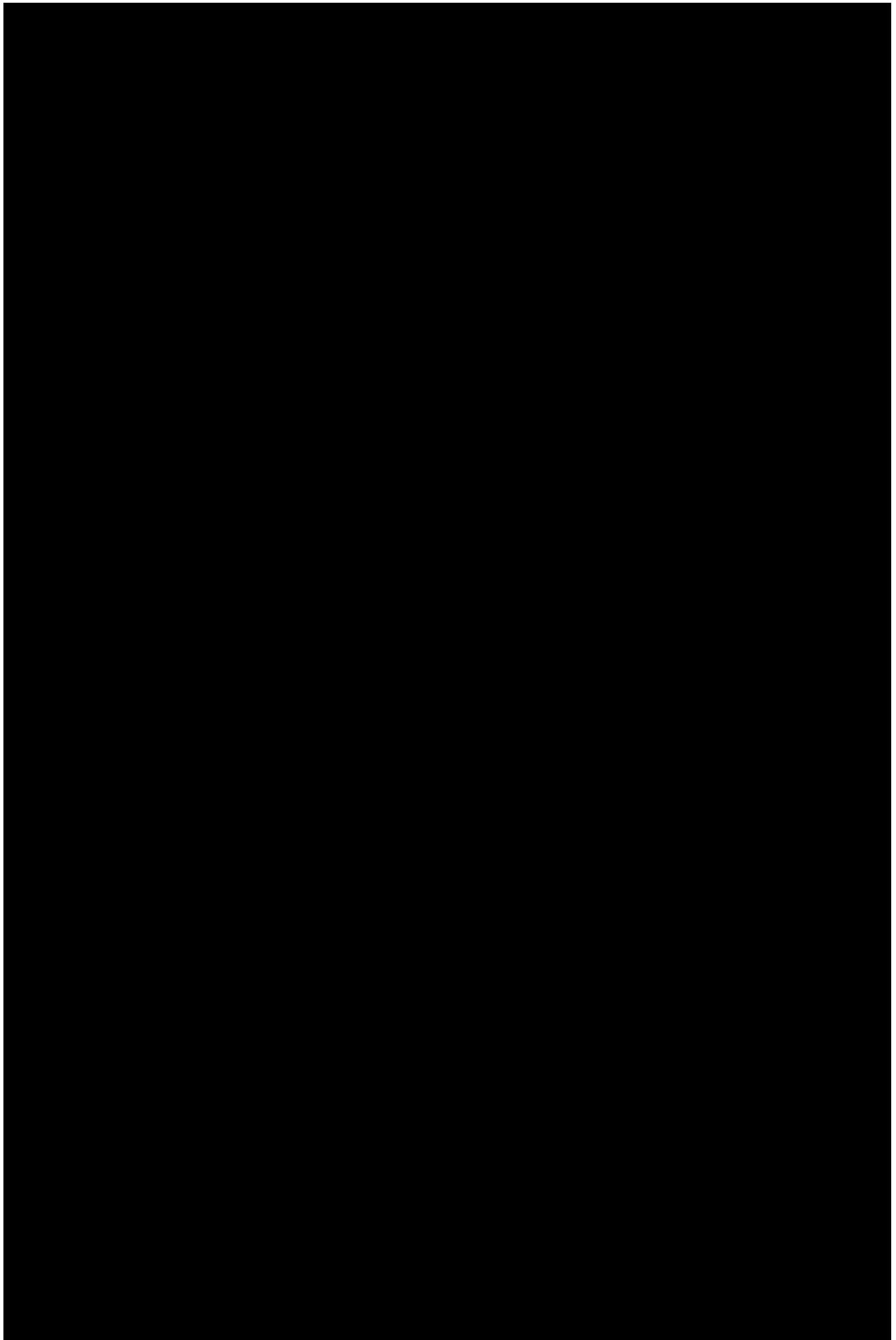


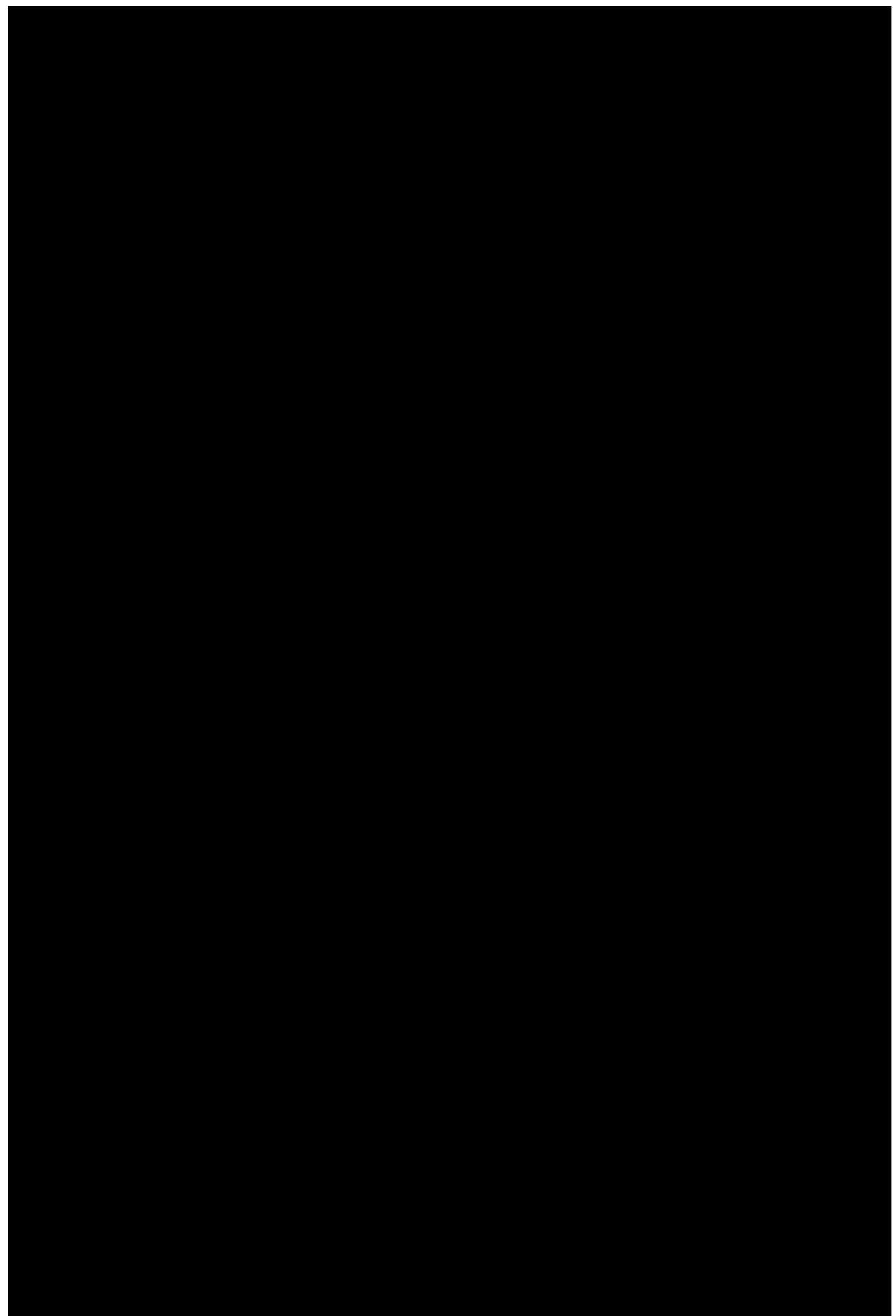


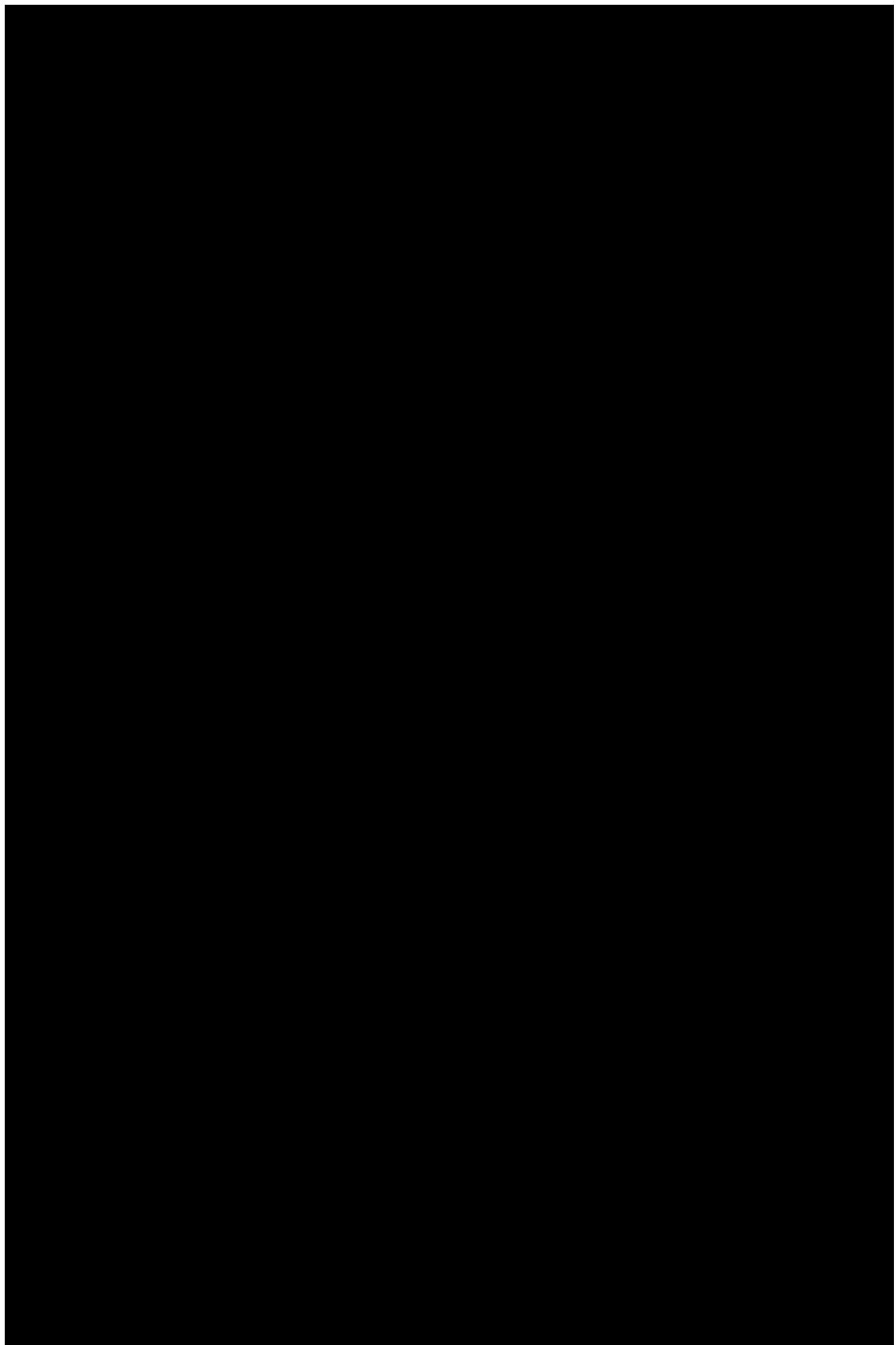




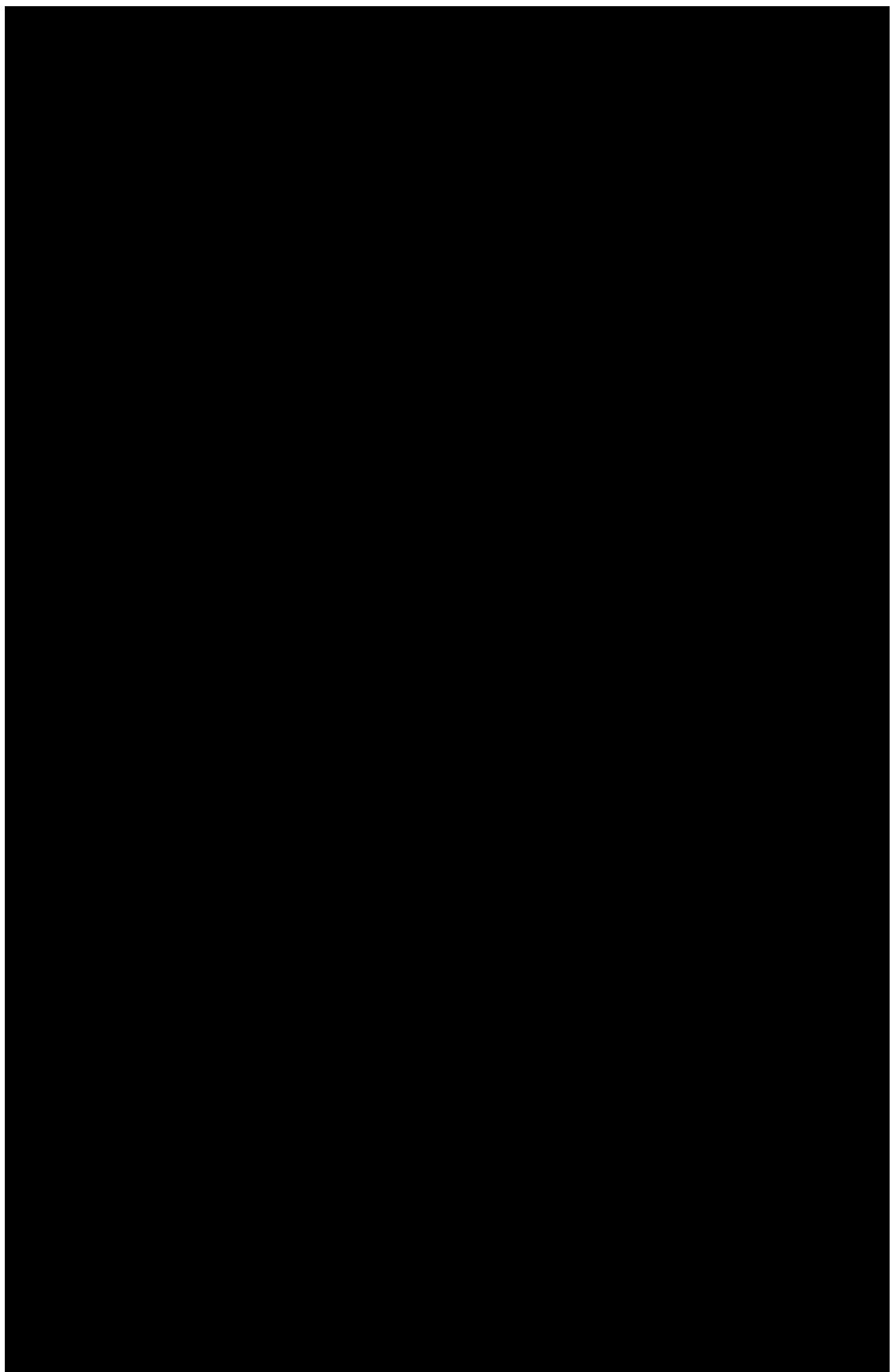








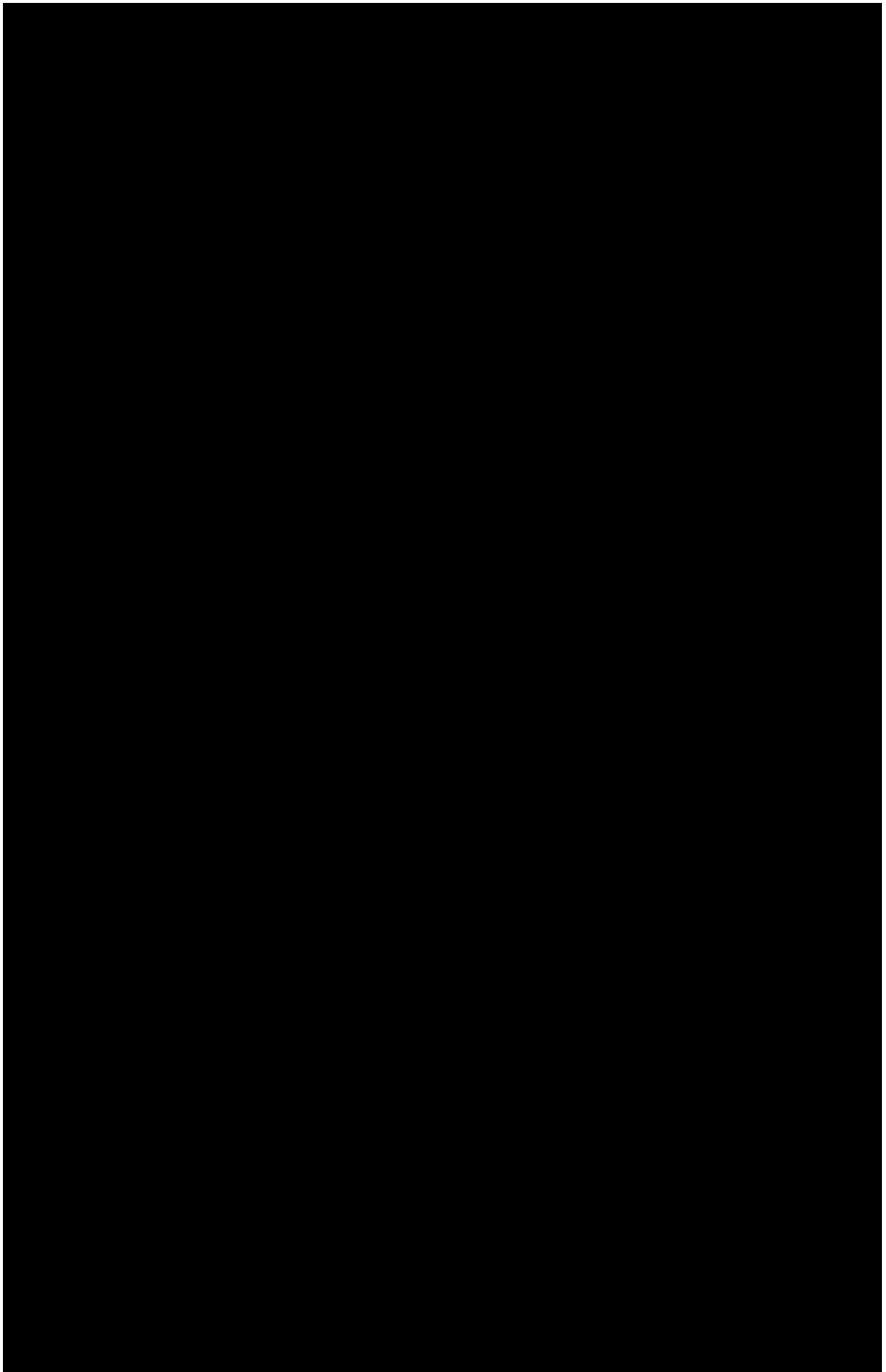






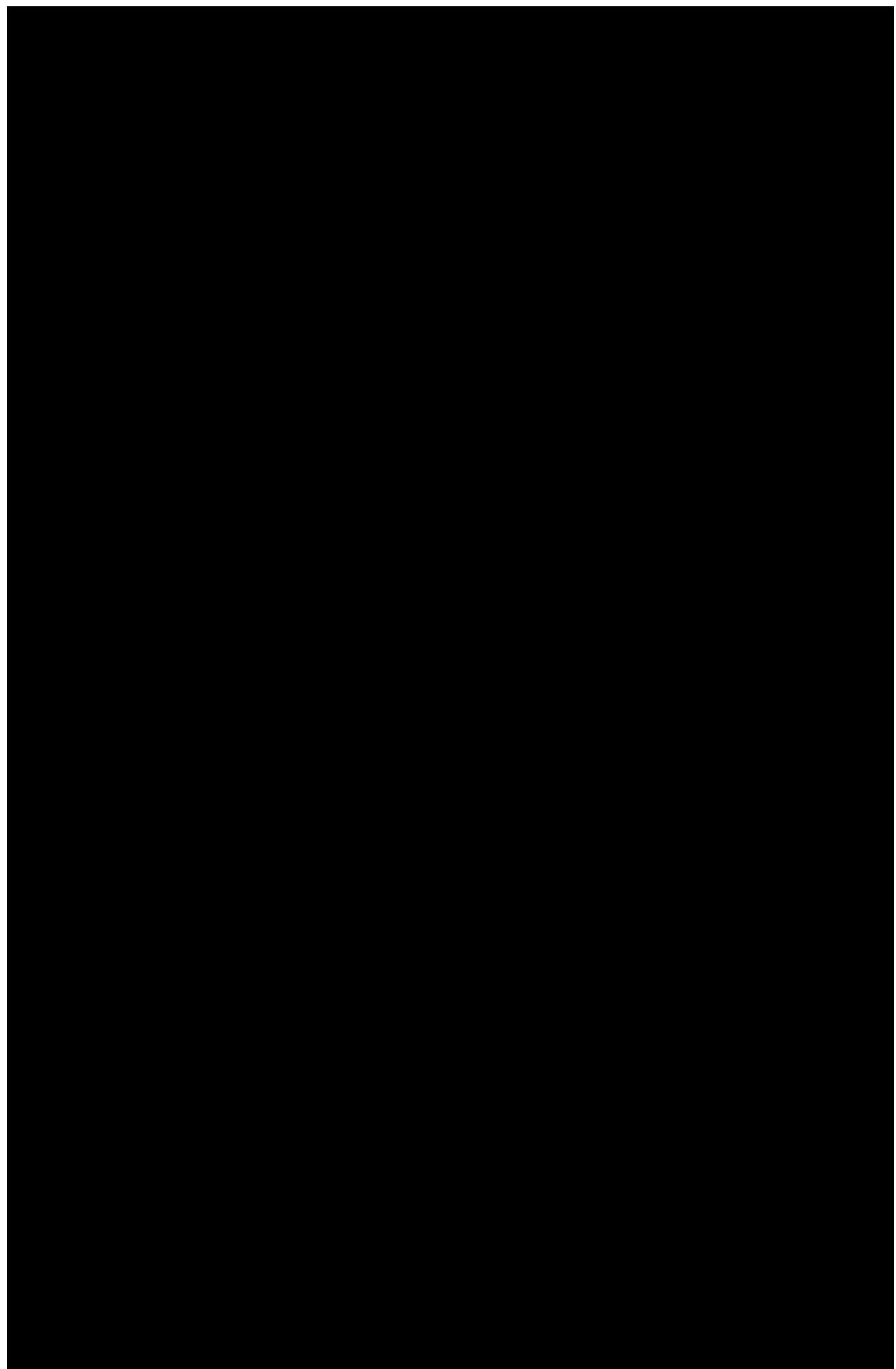




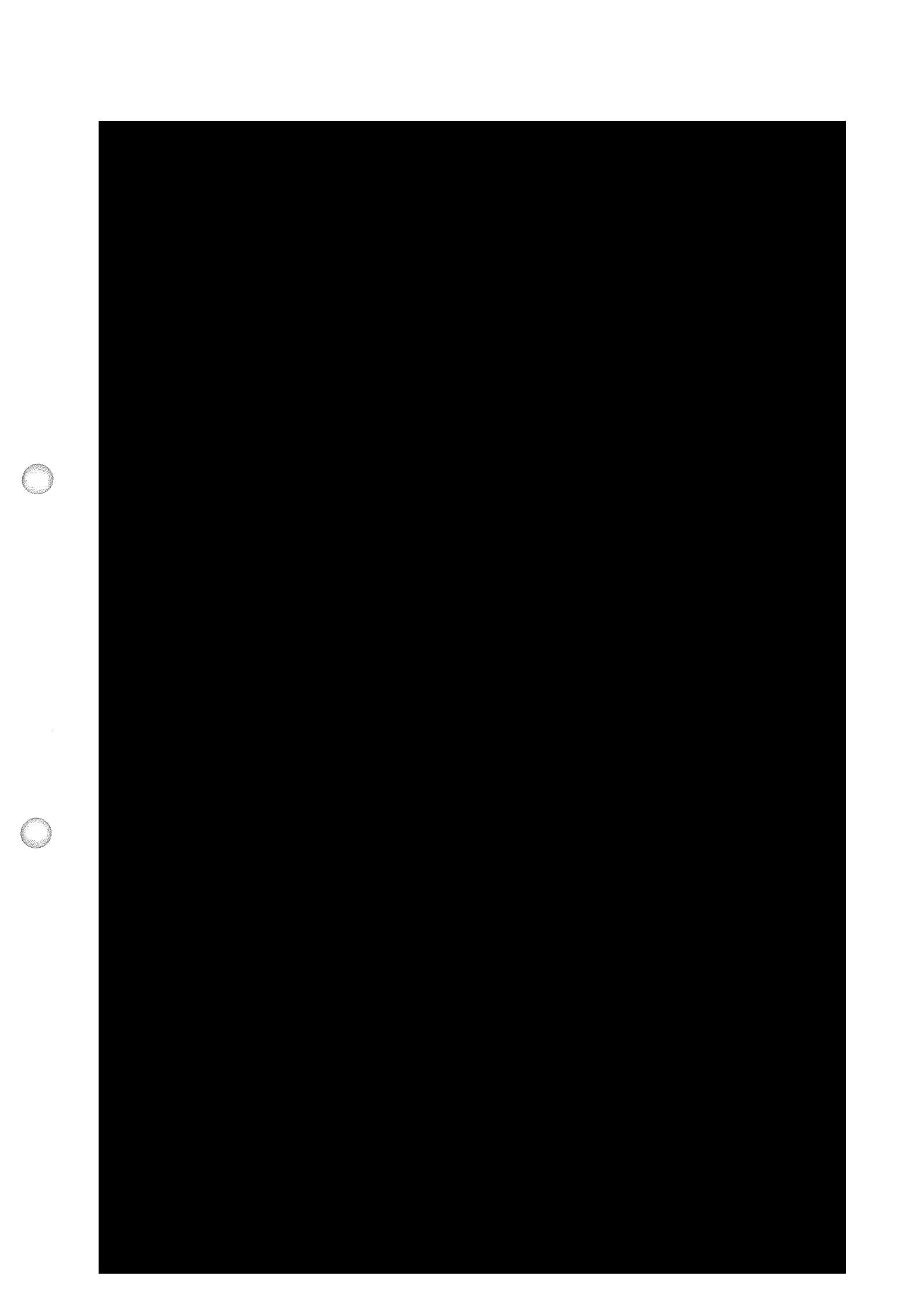


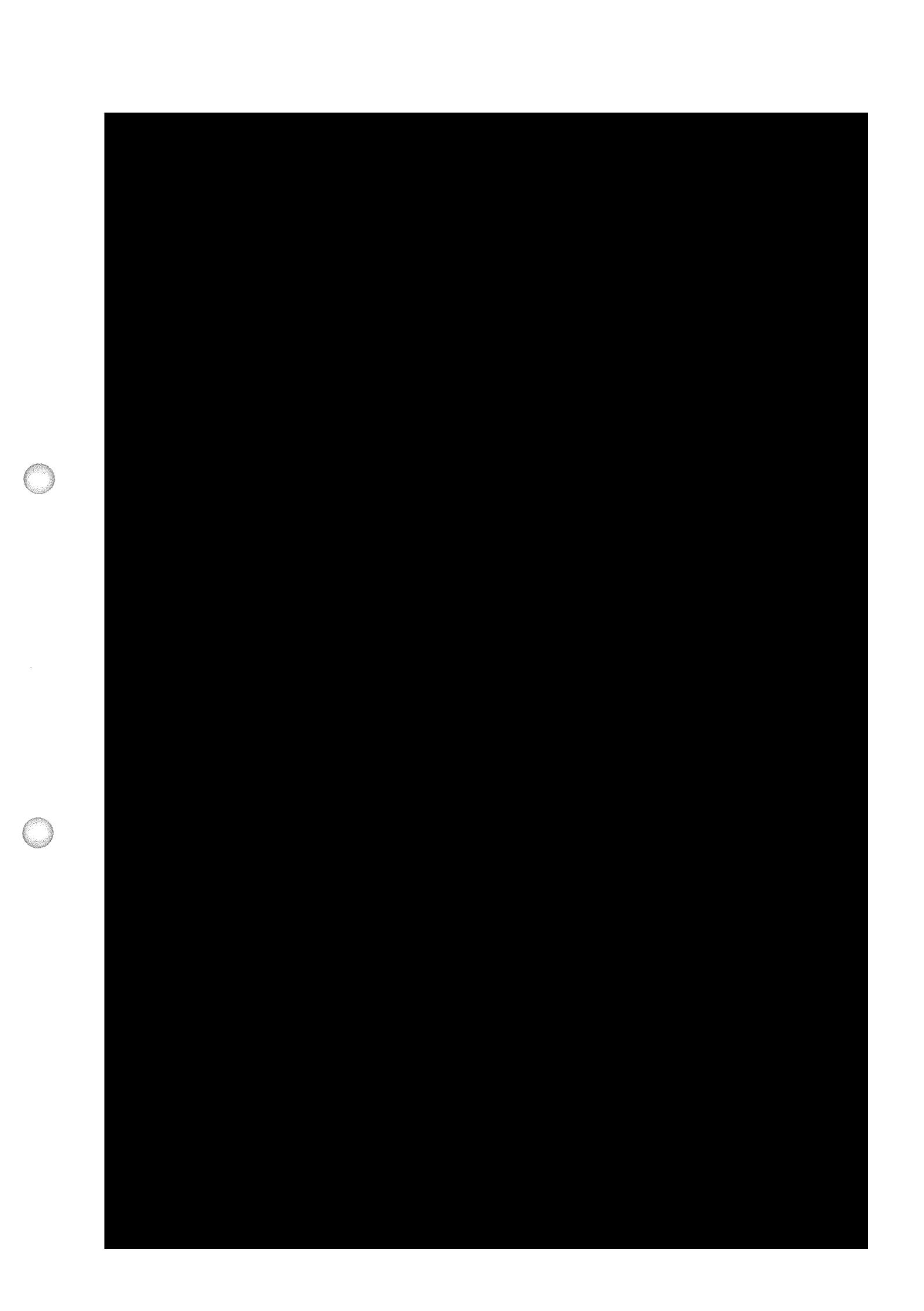


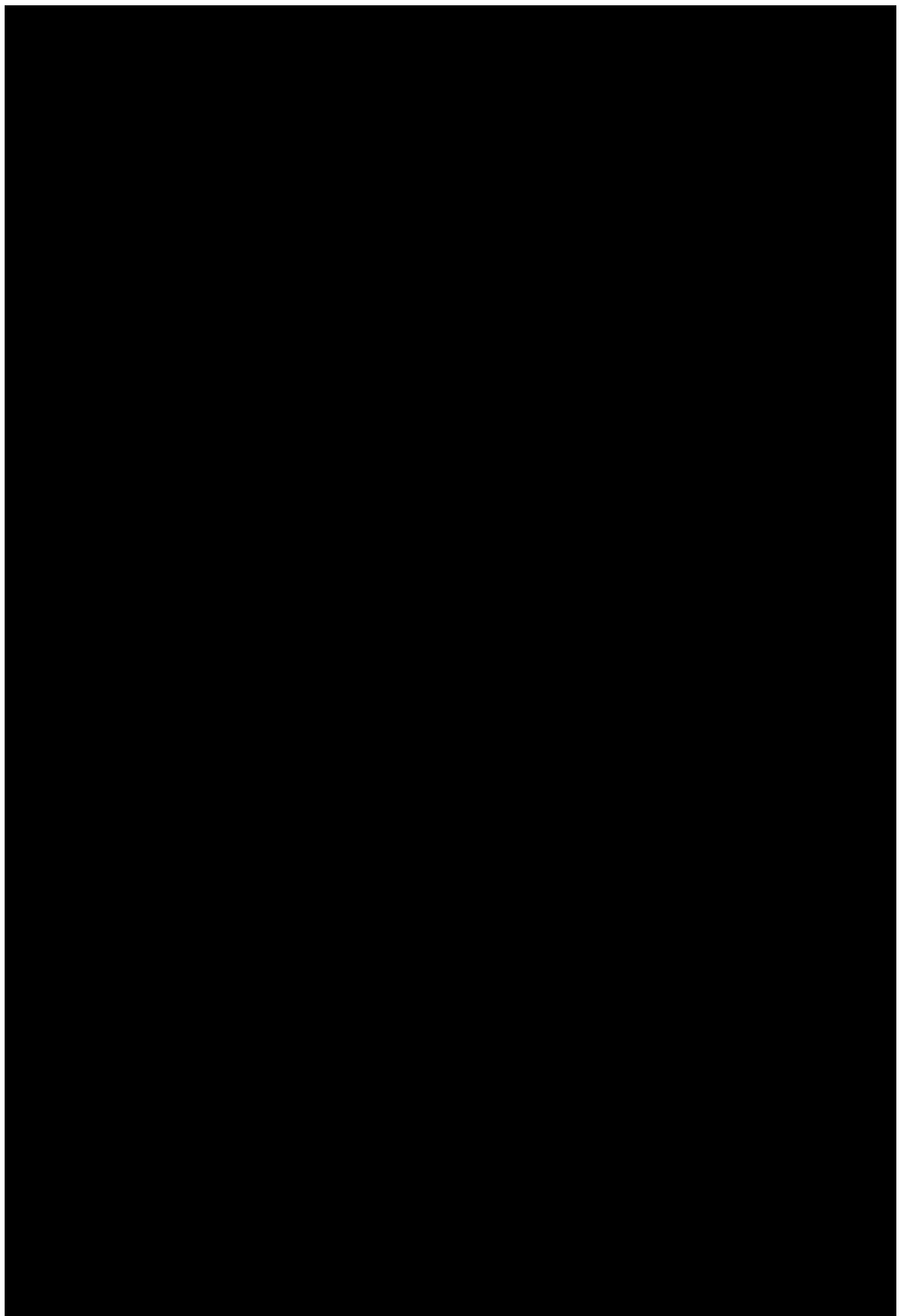






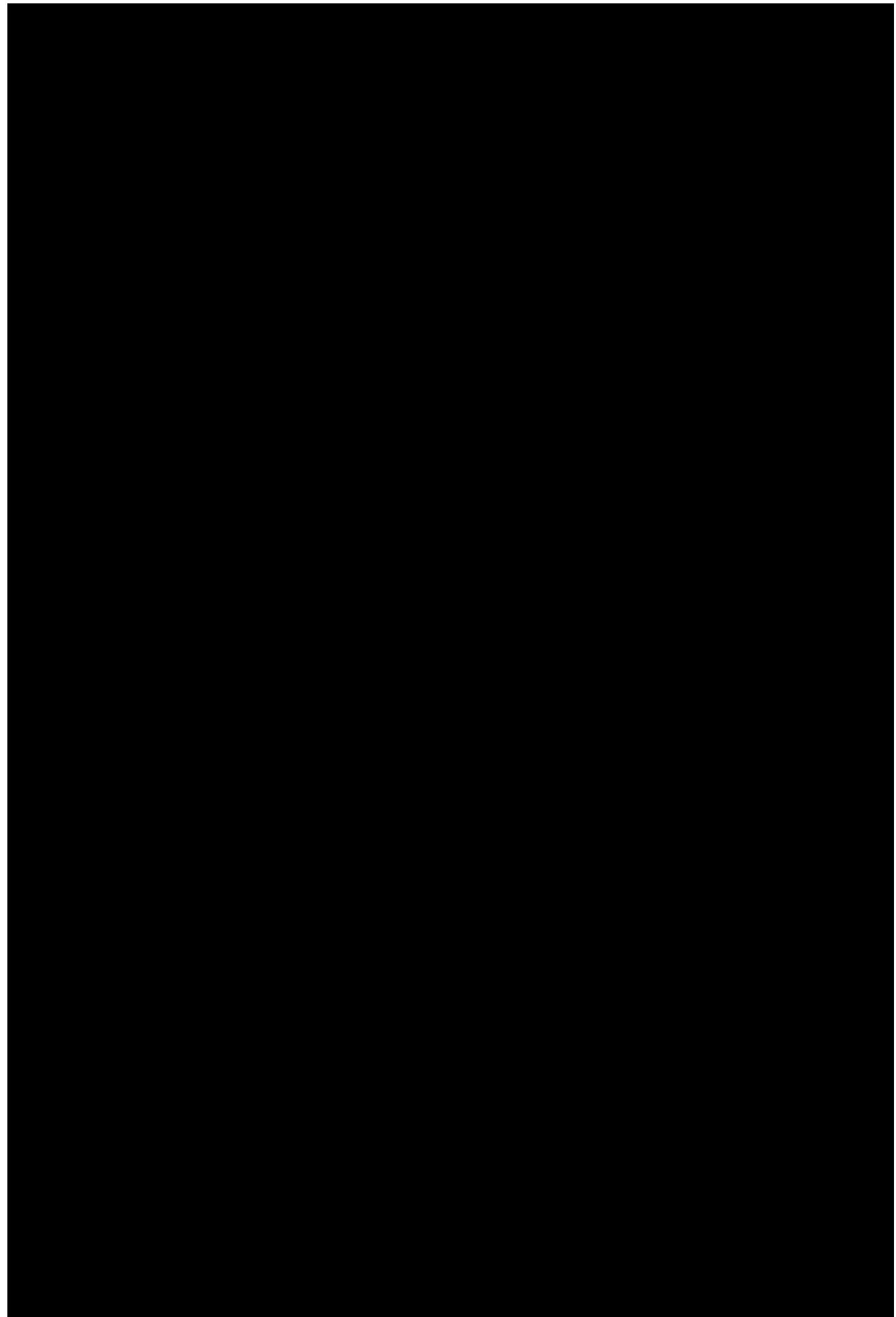


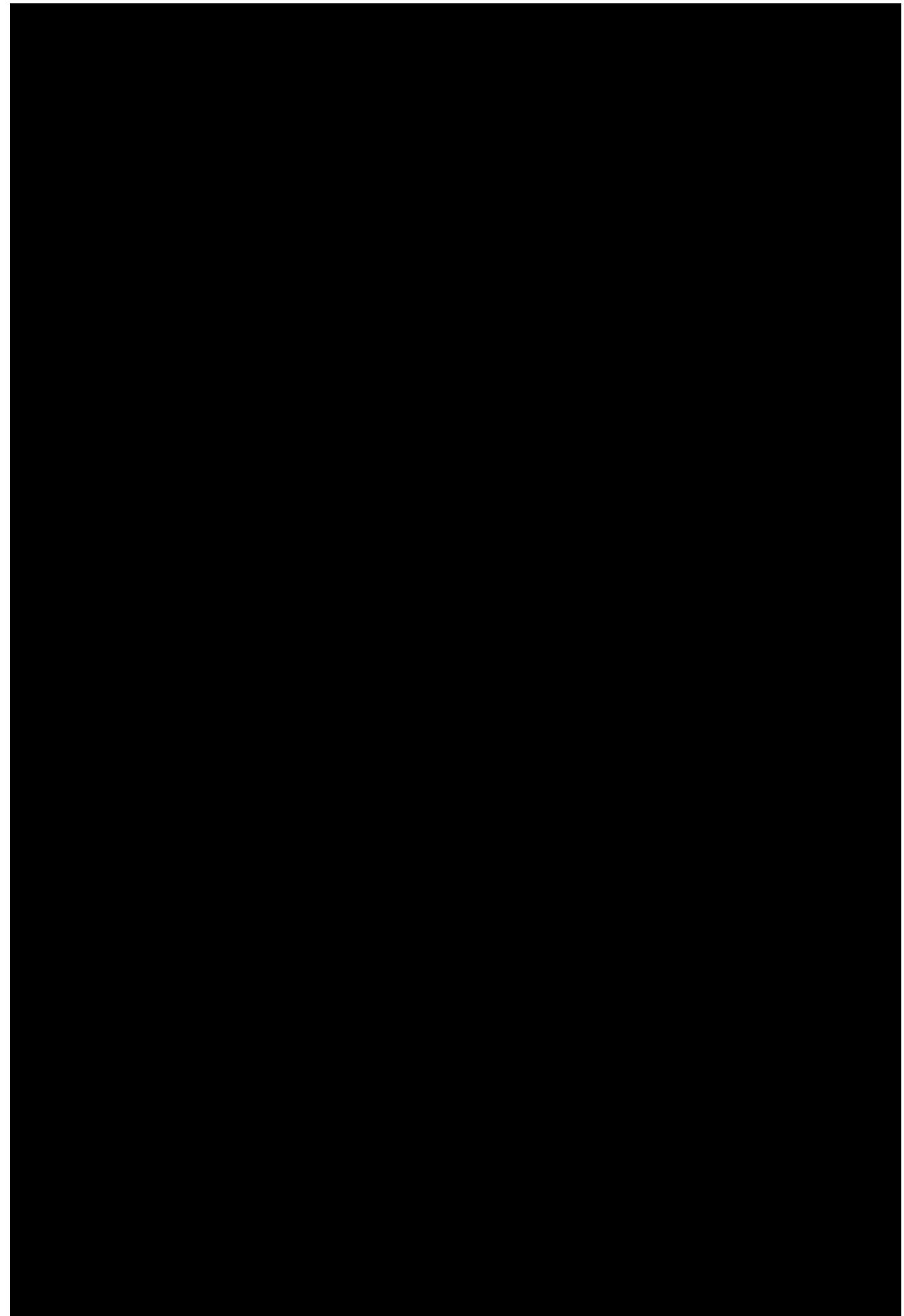




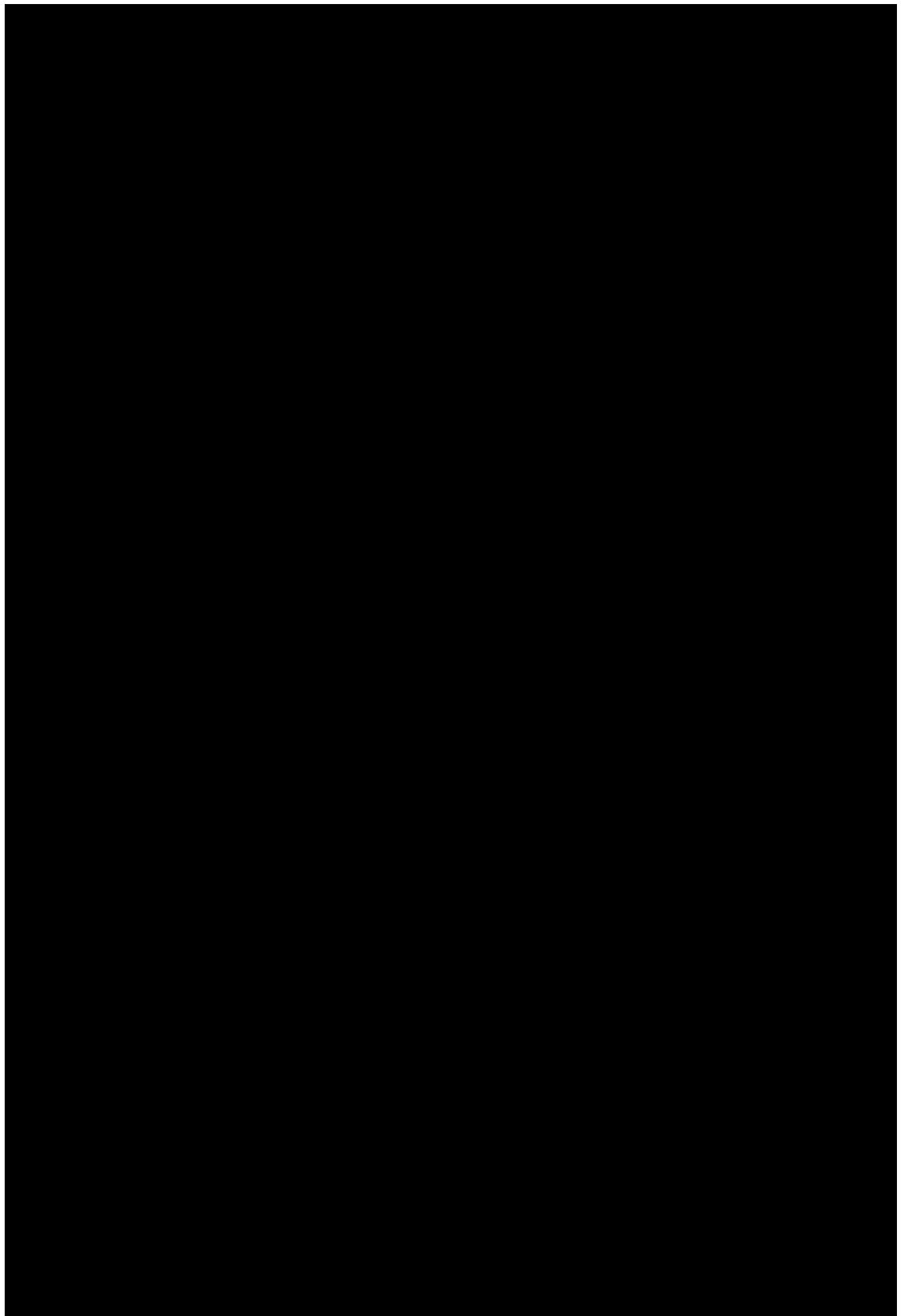


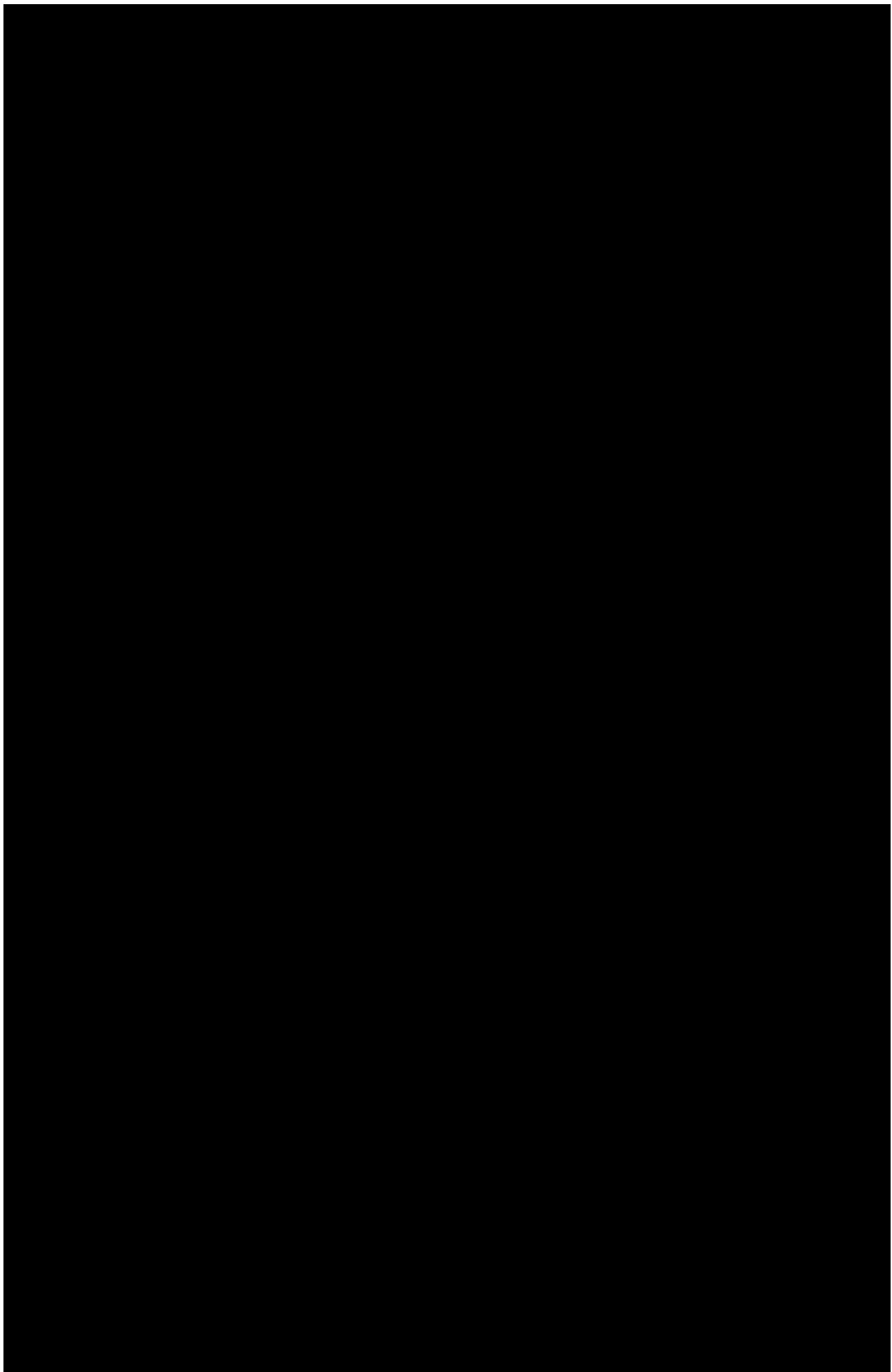


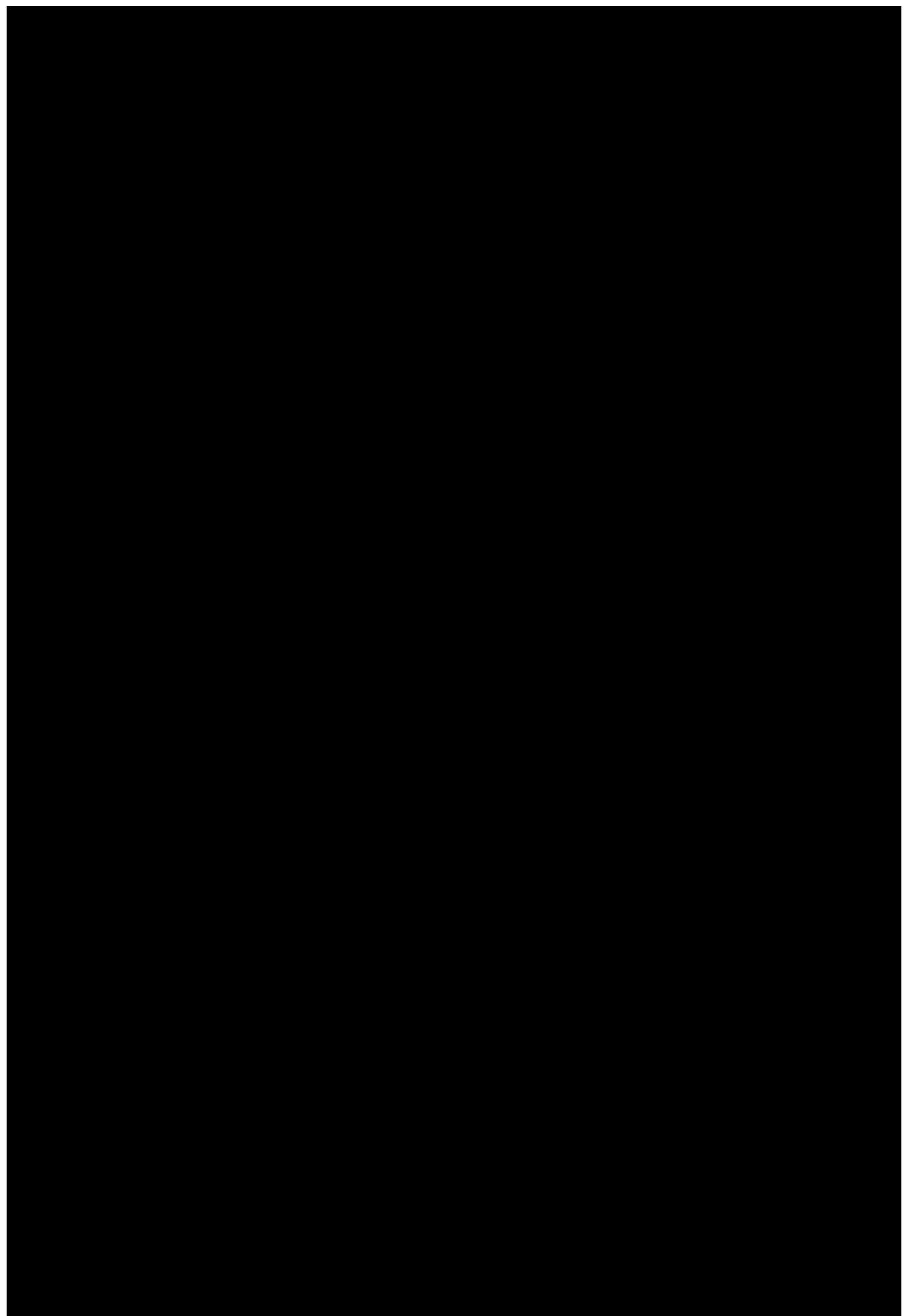


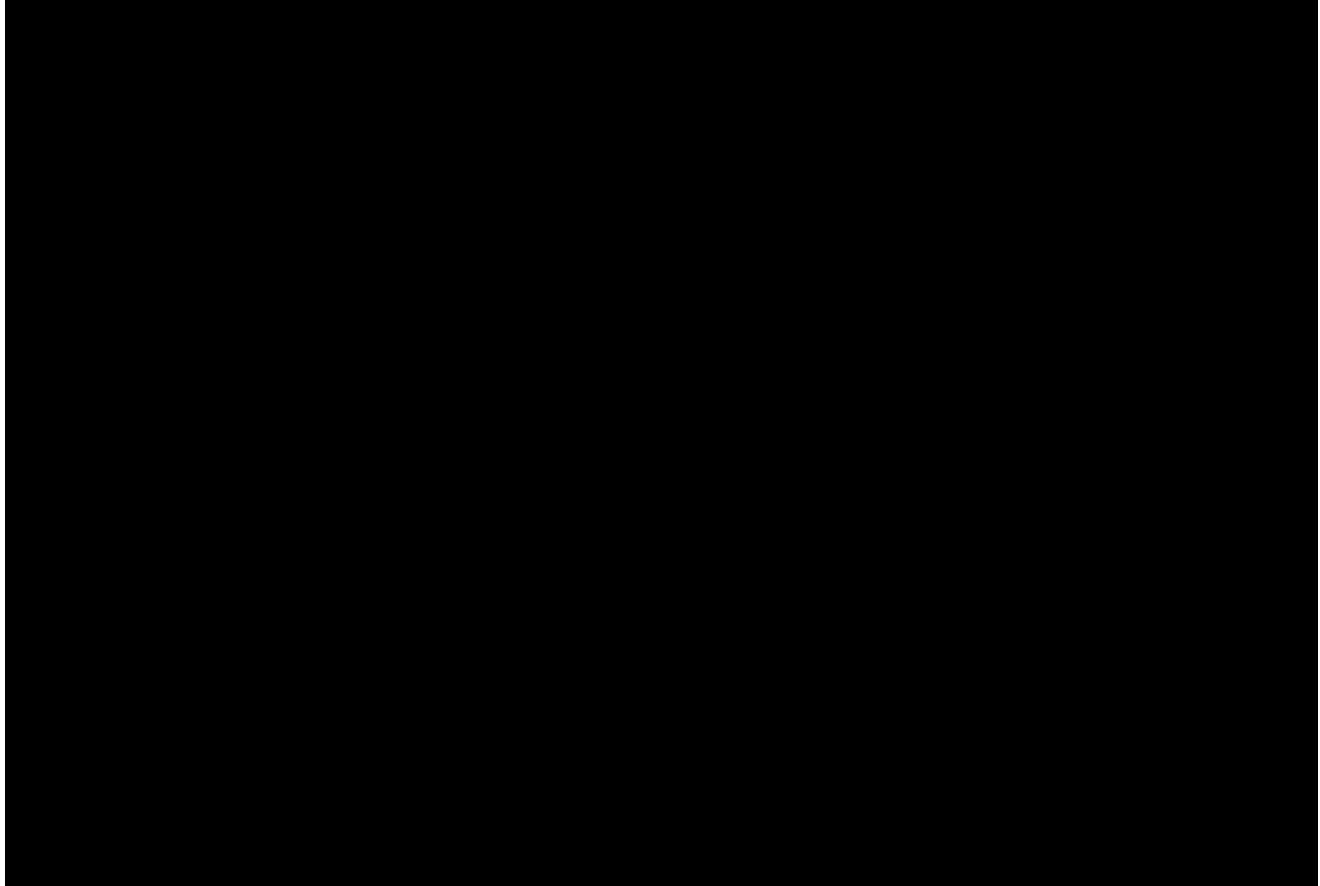












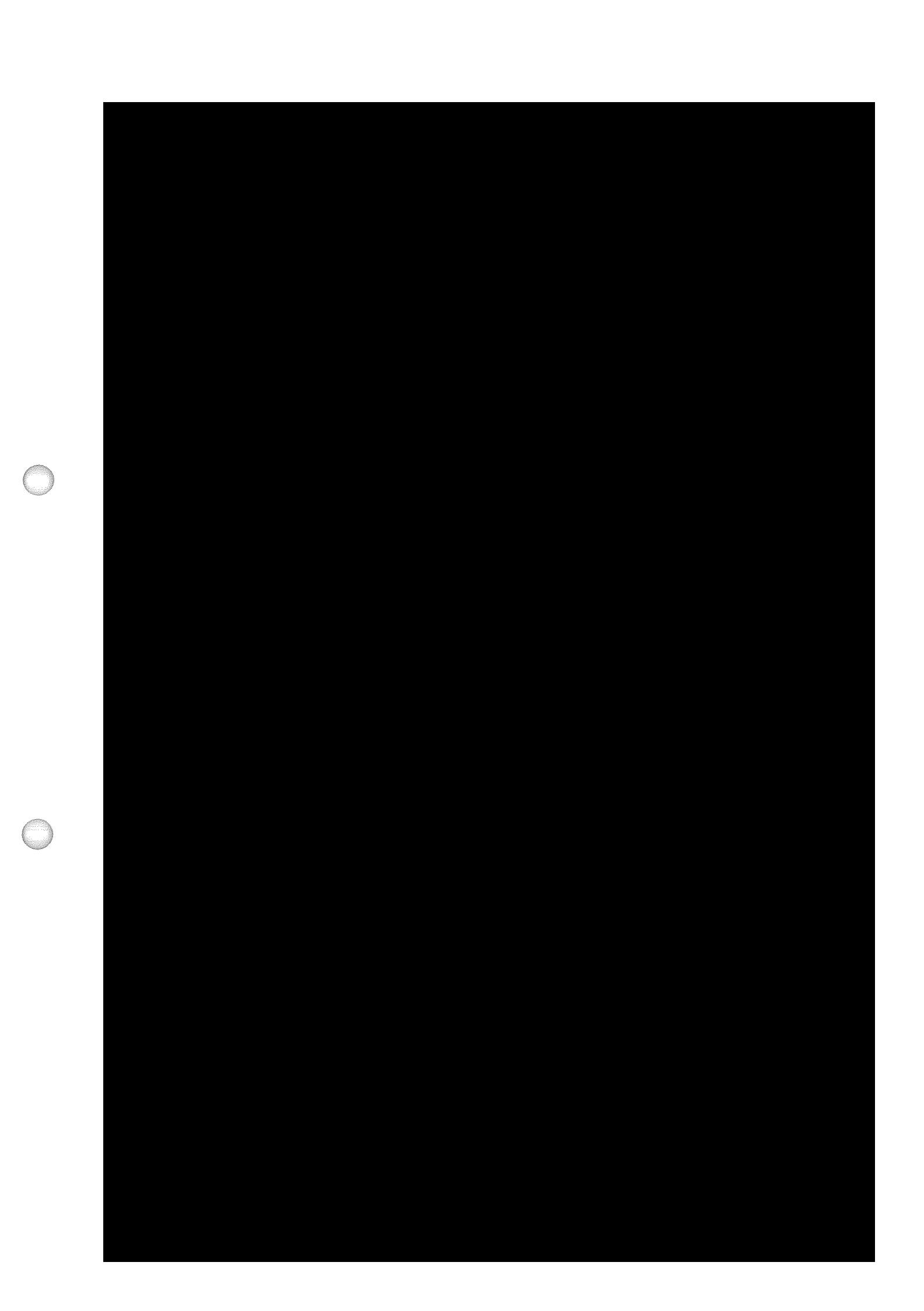
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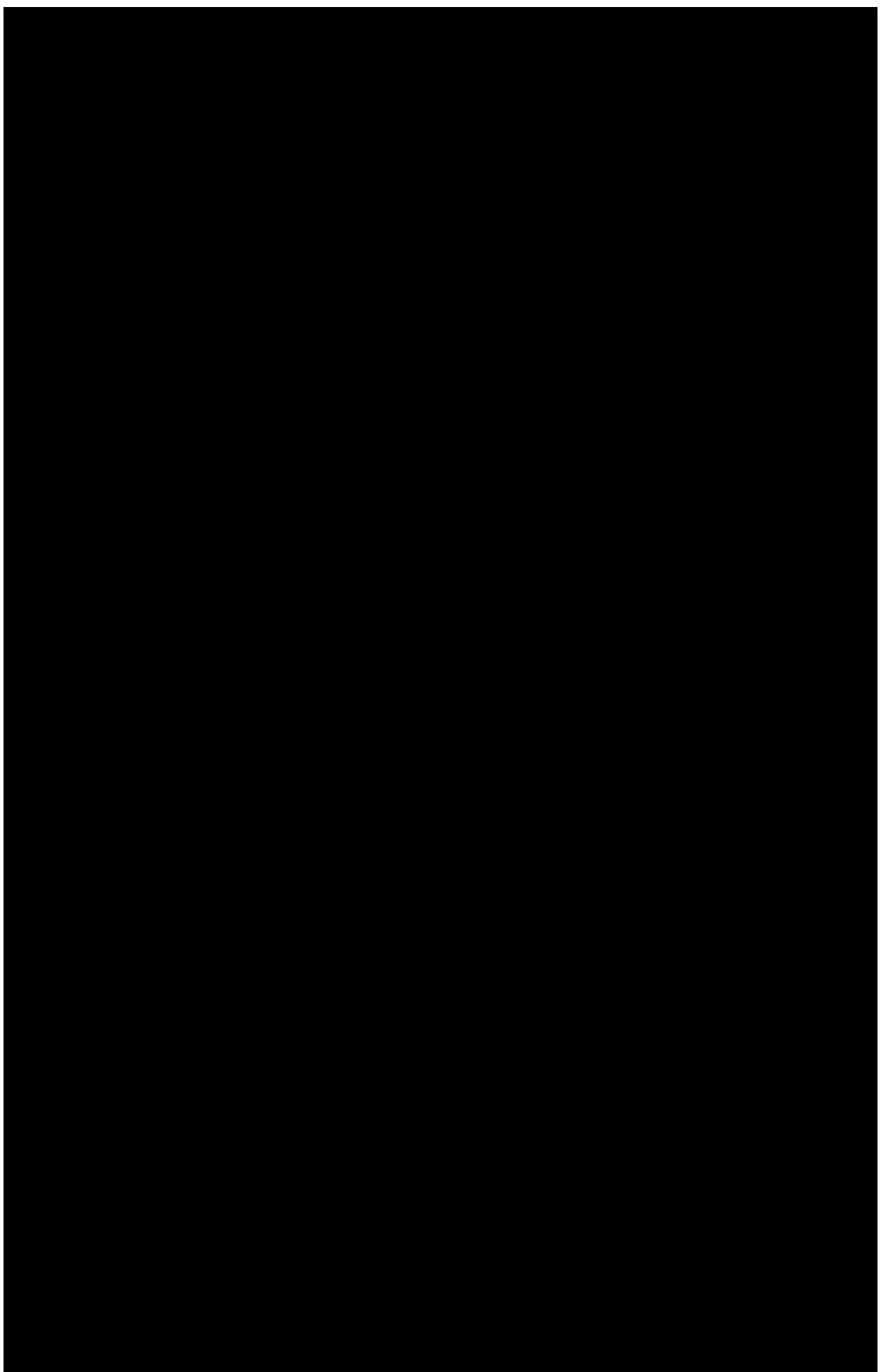
Schedule A12. – Interface Deeds



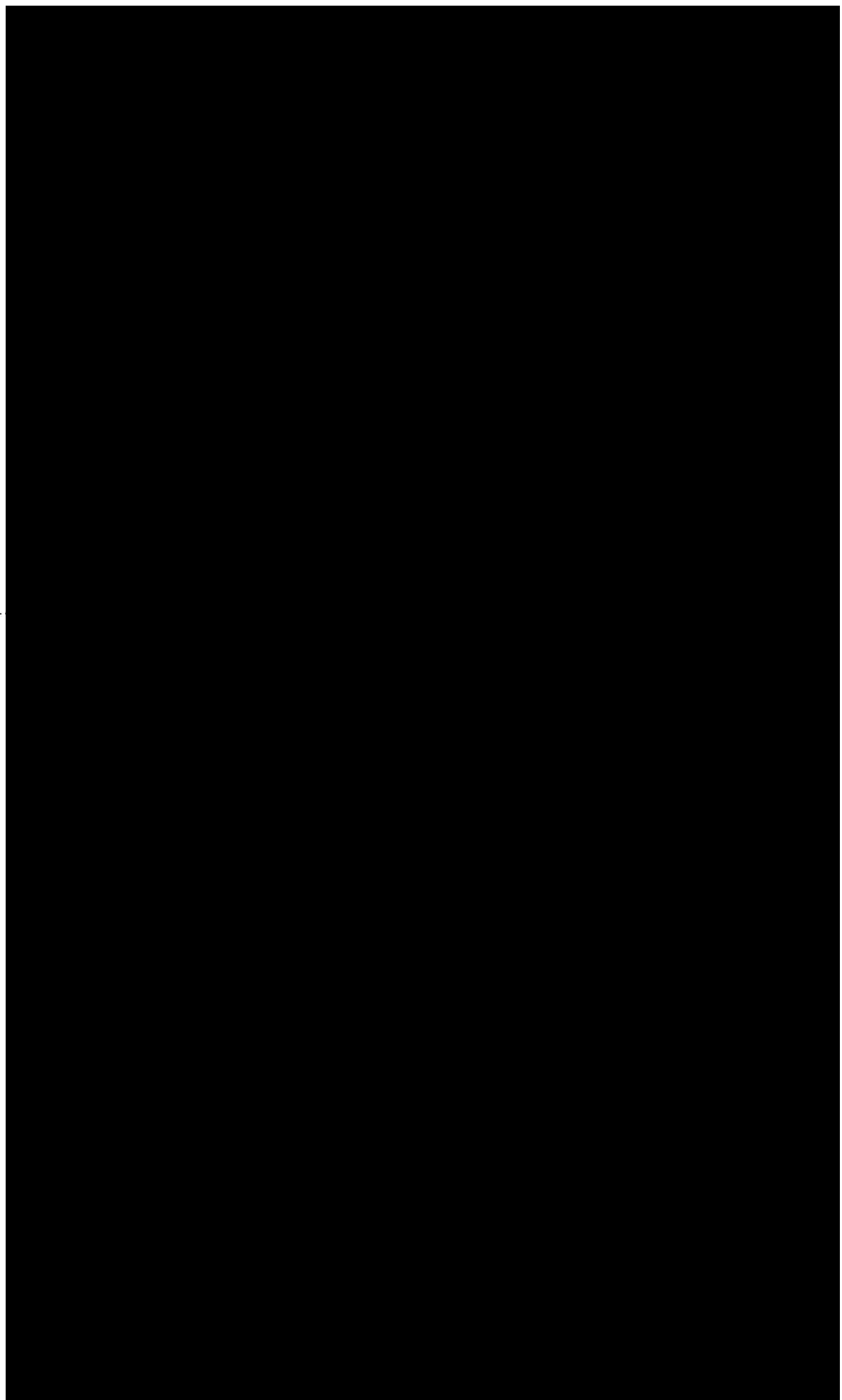






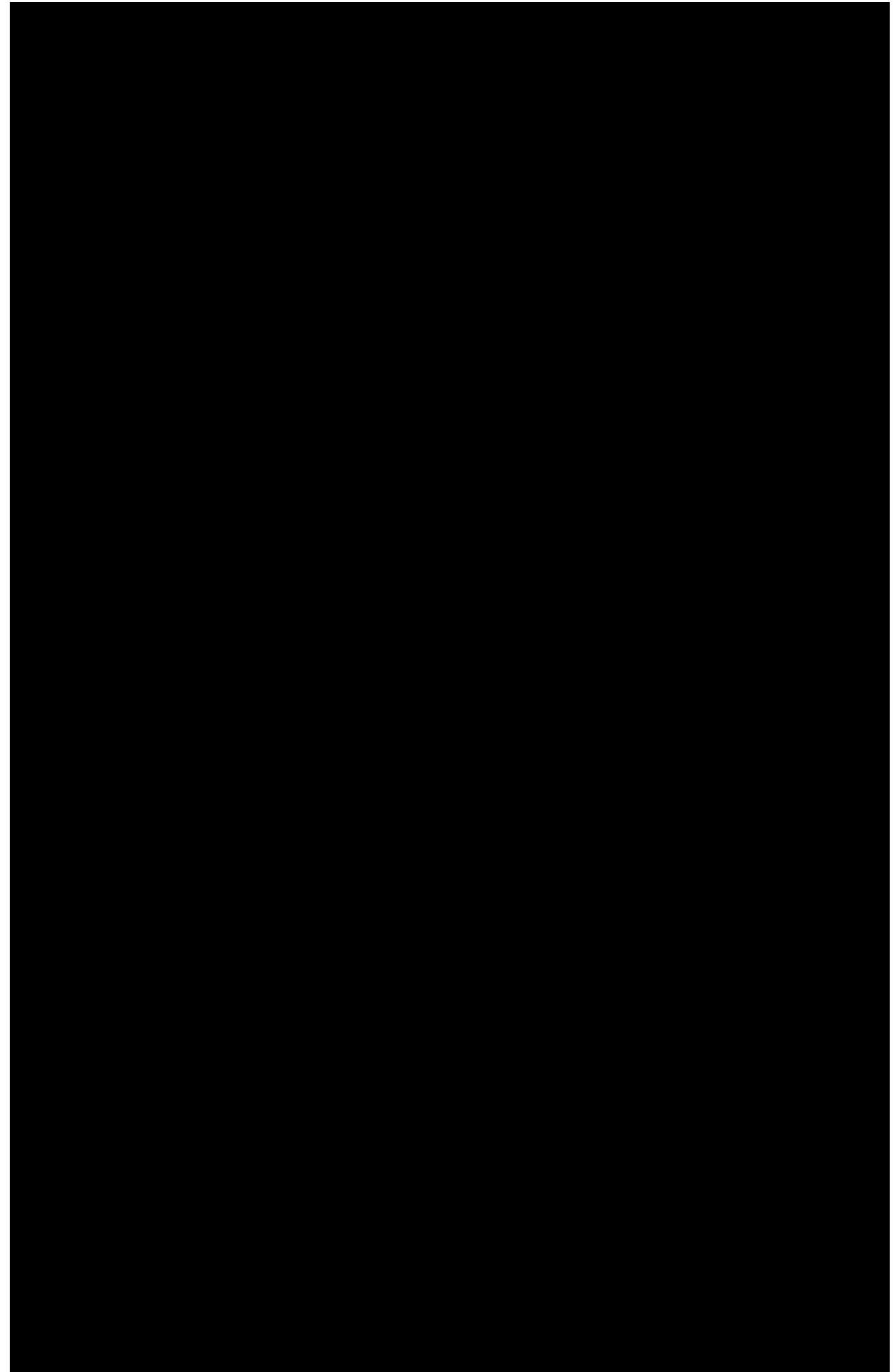






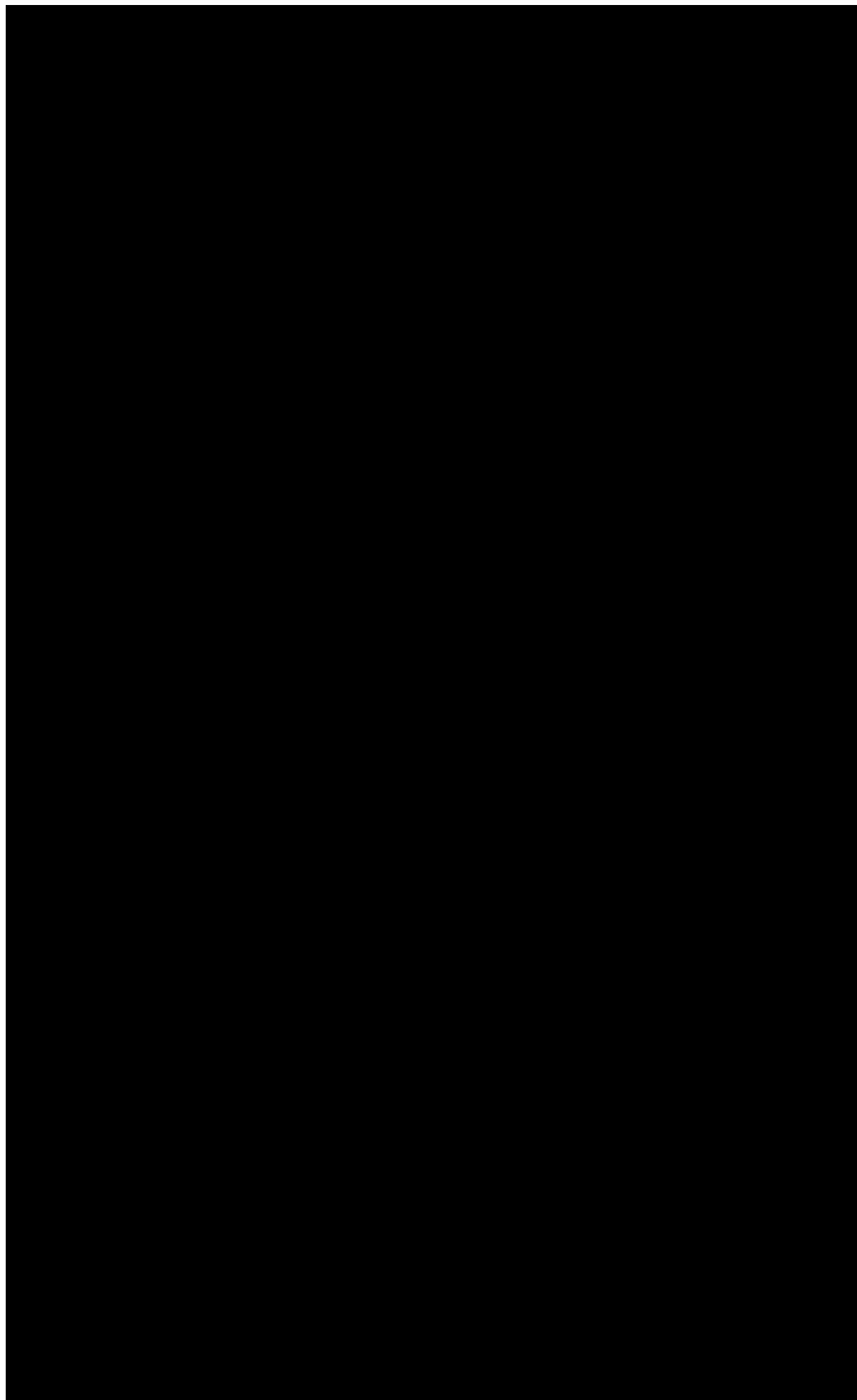


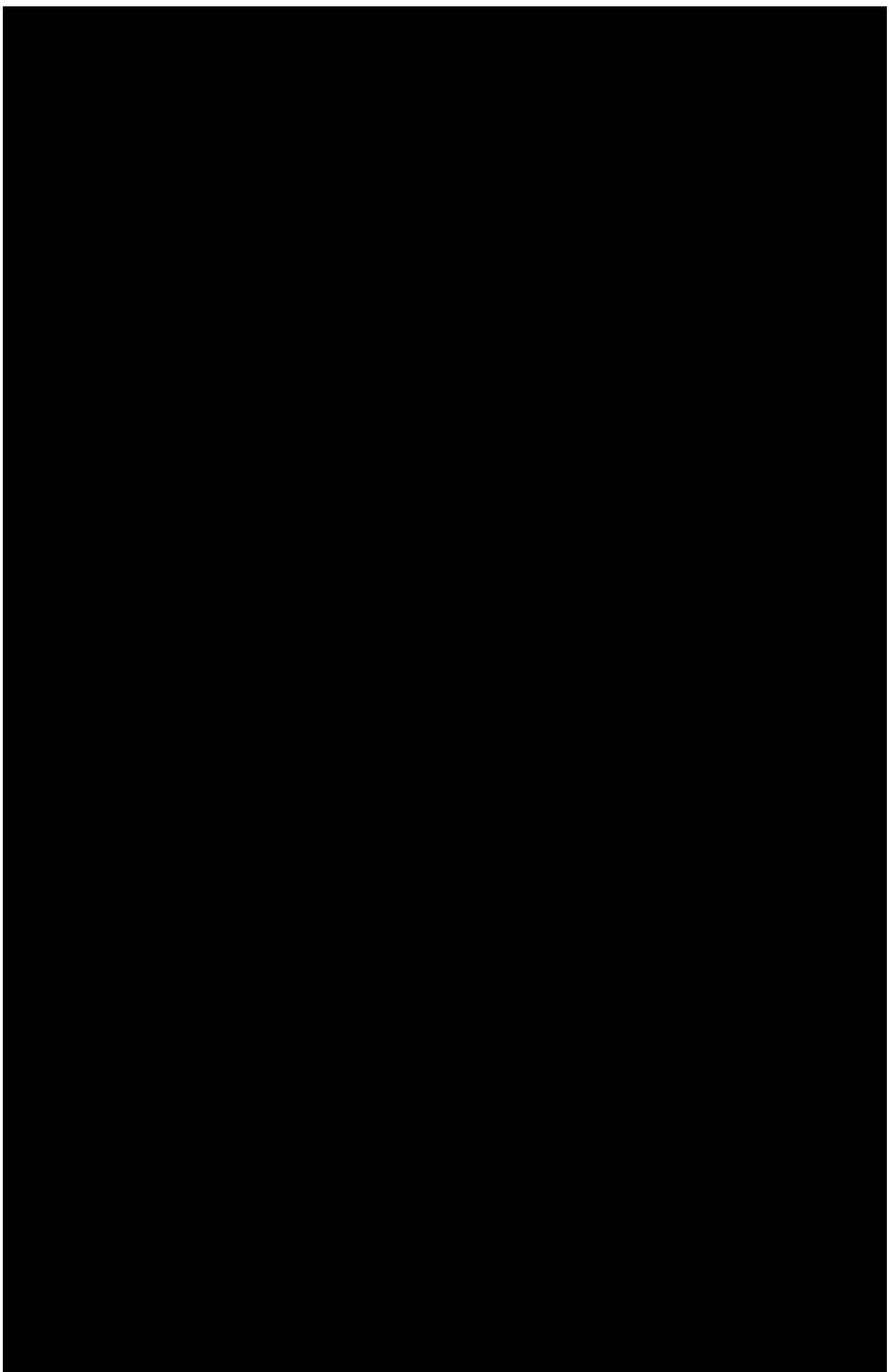


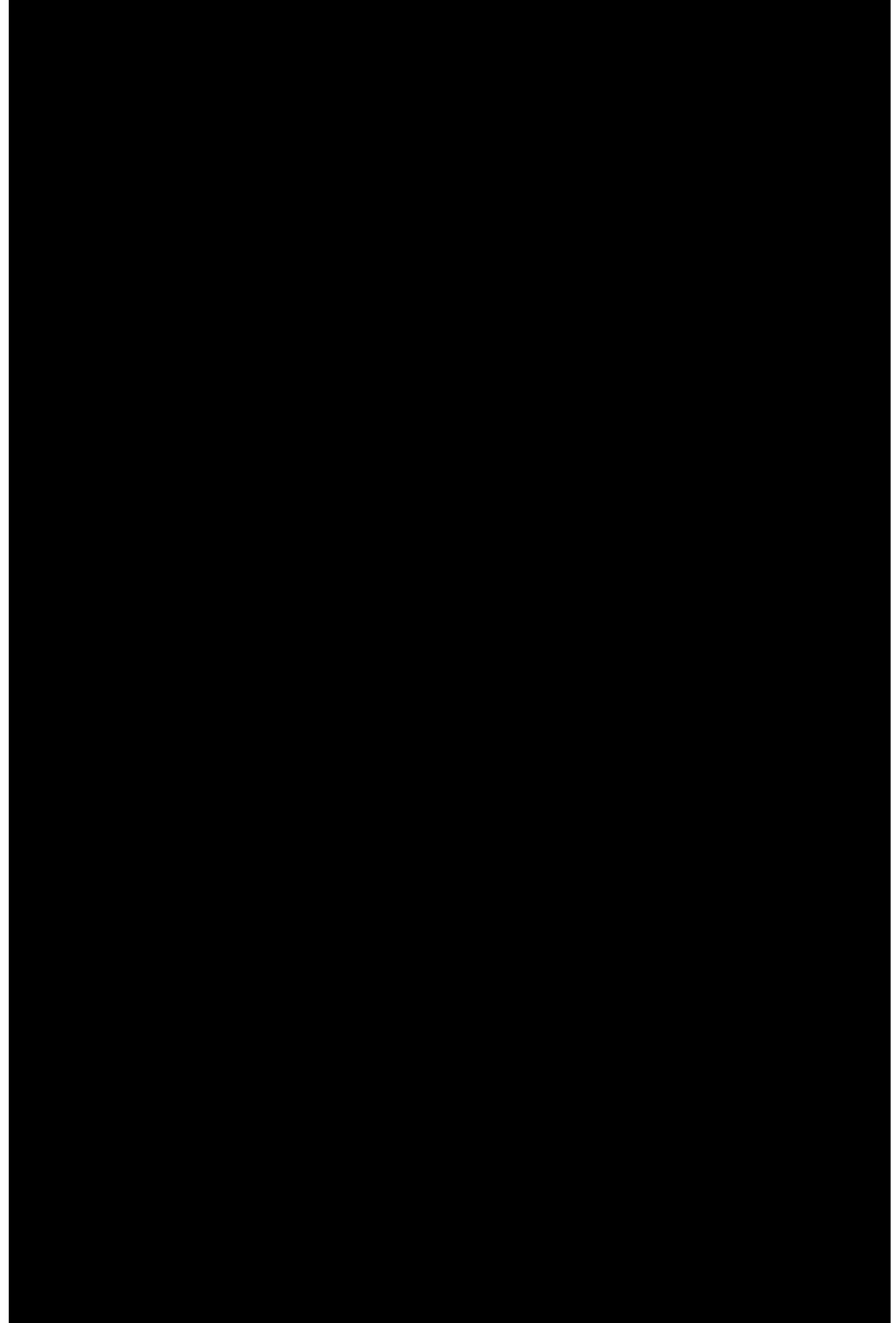


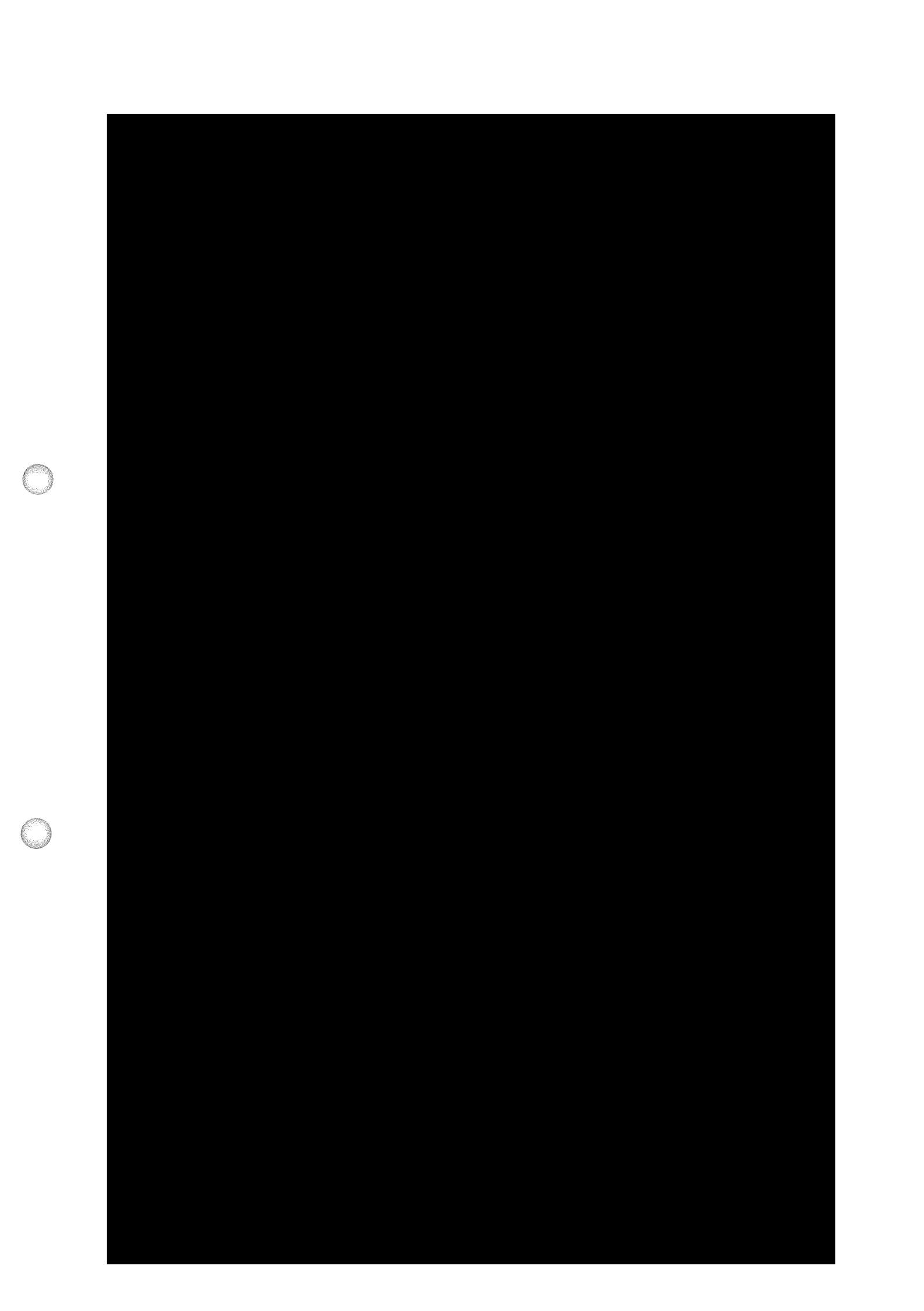


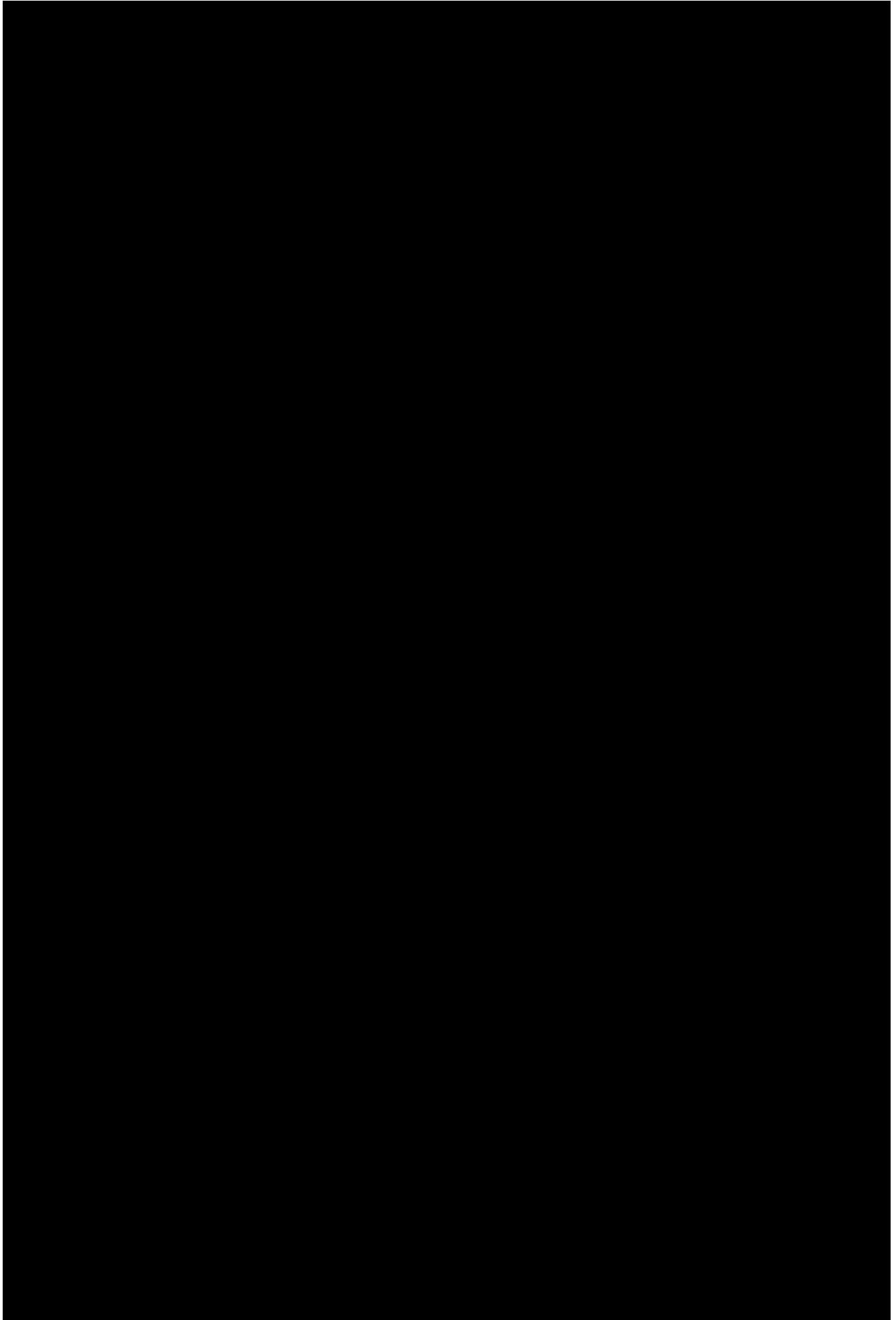


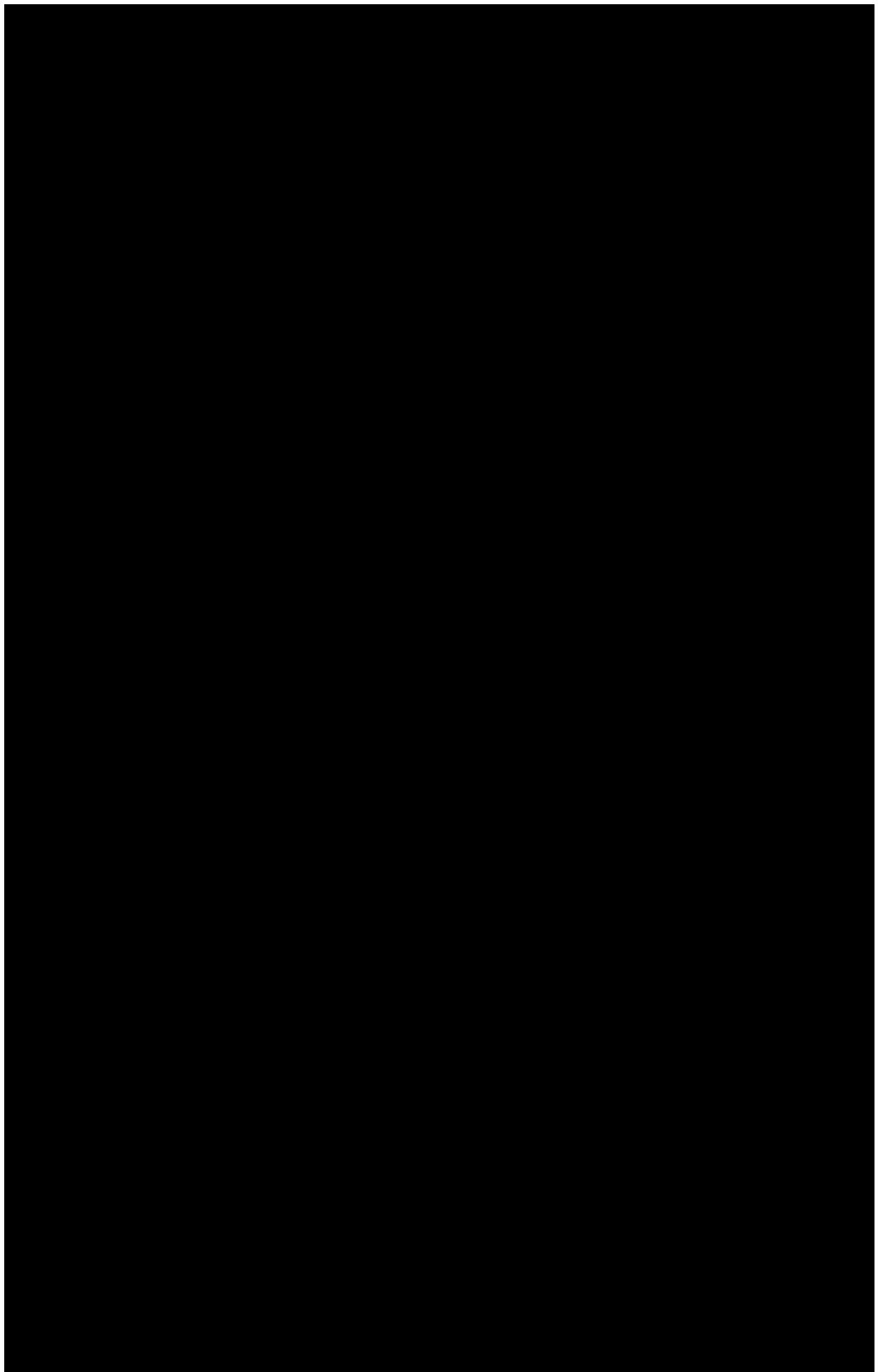


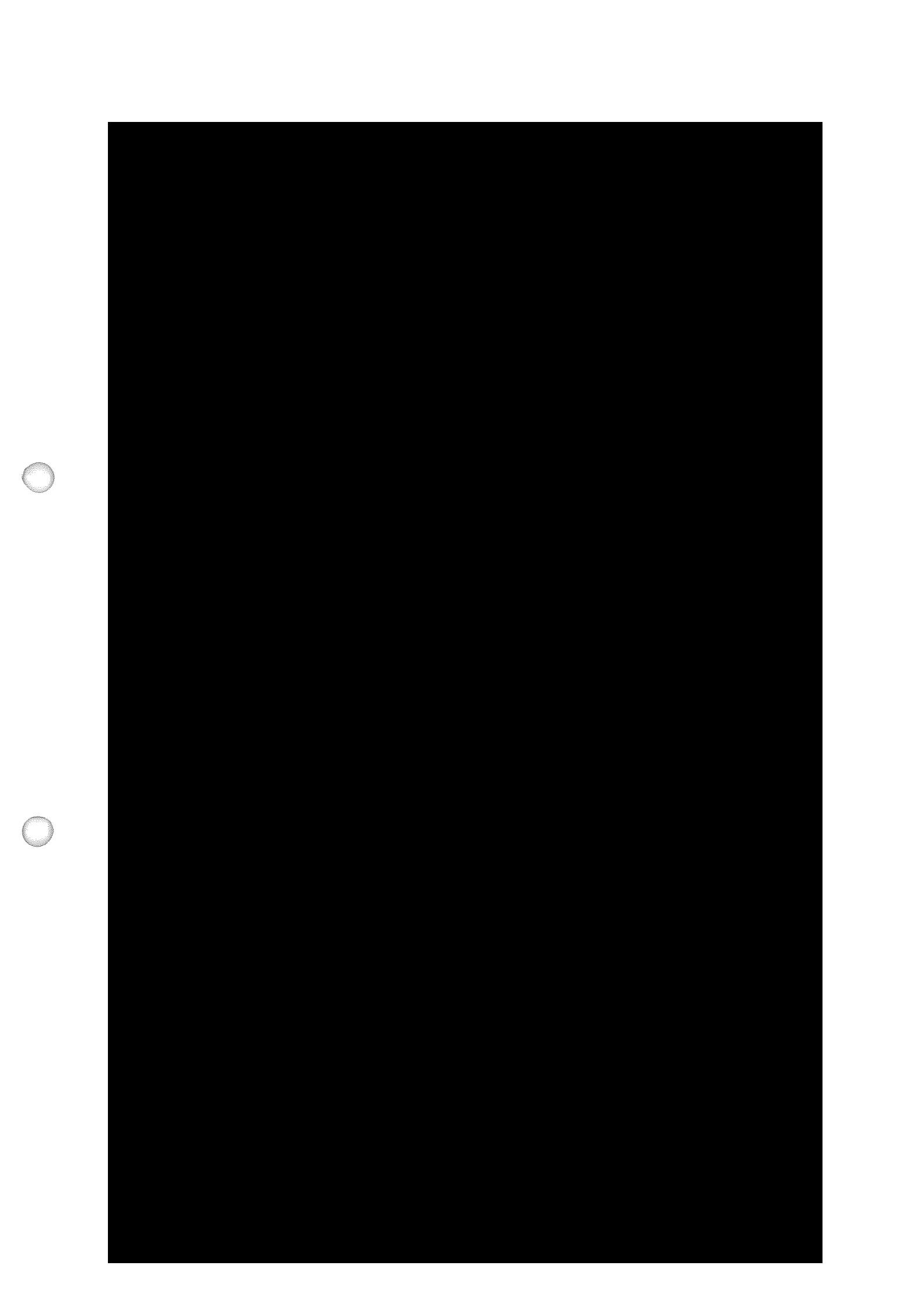






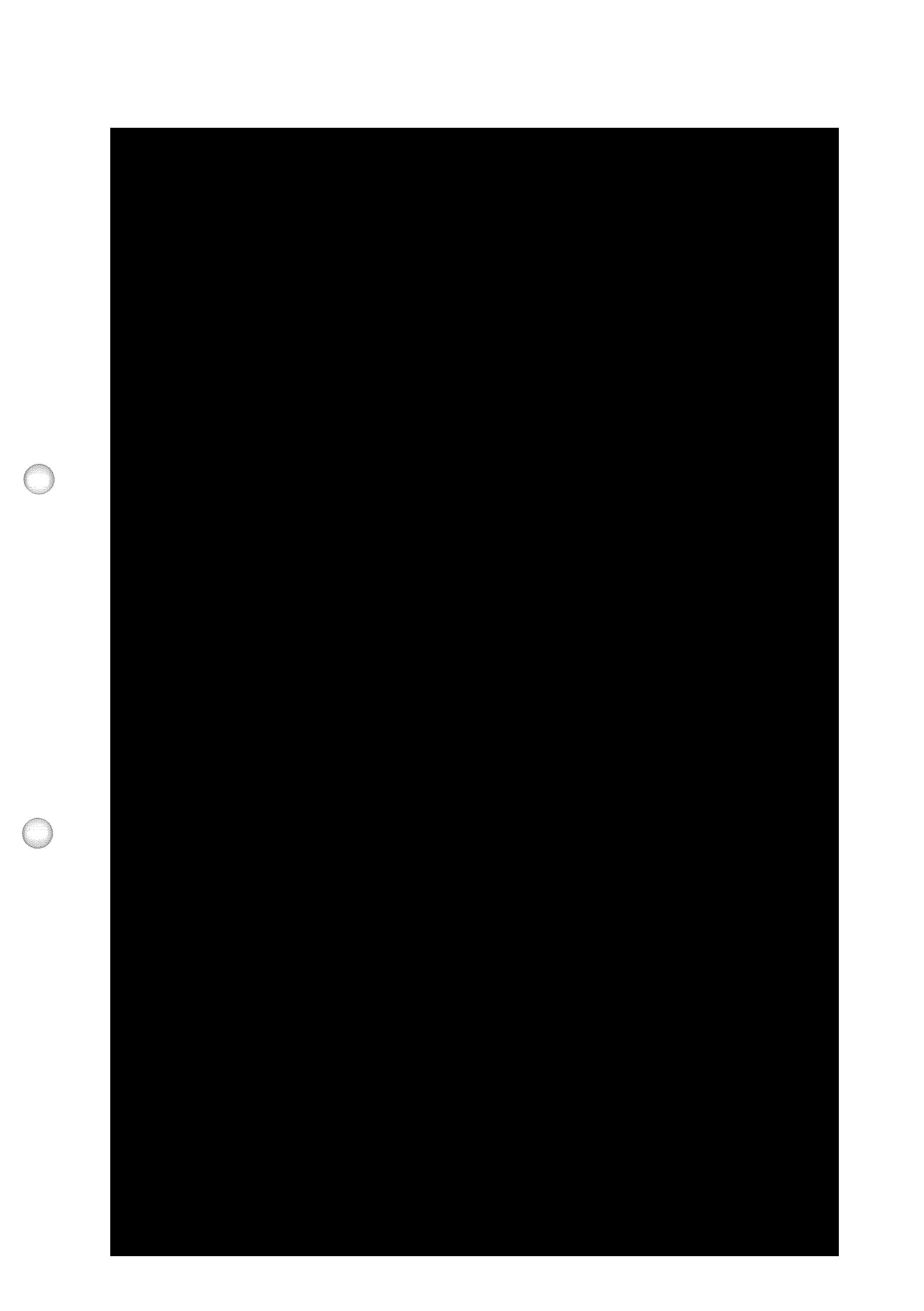


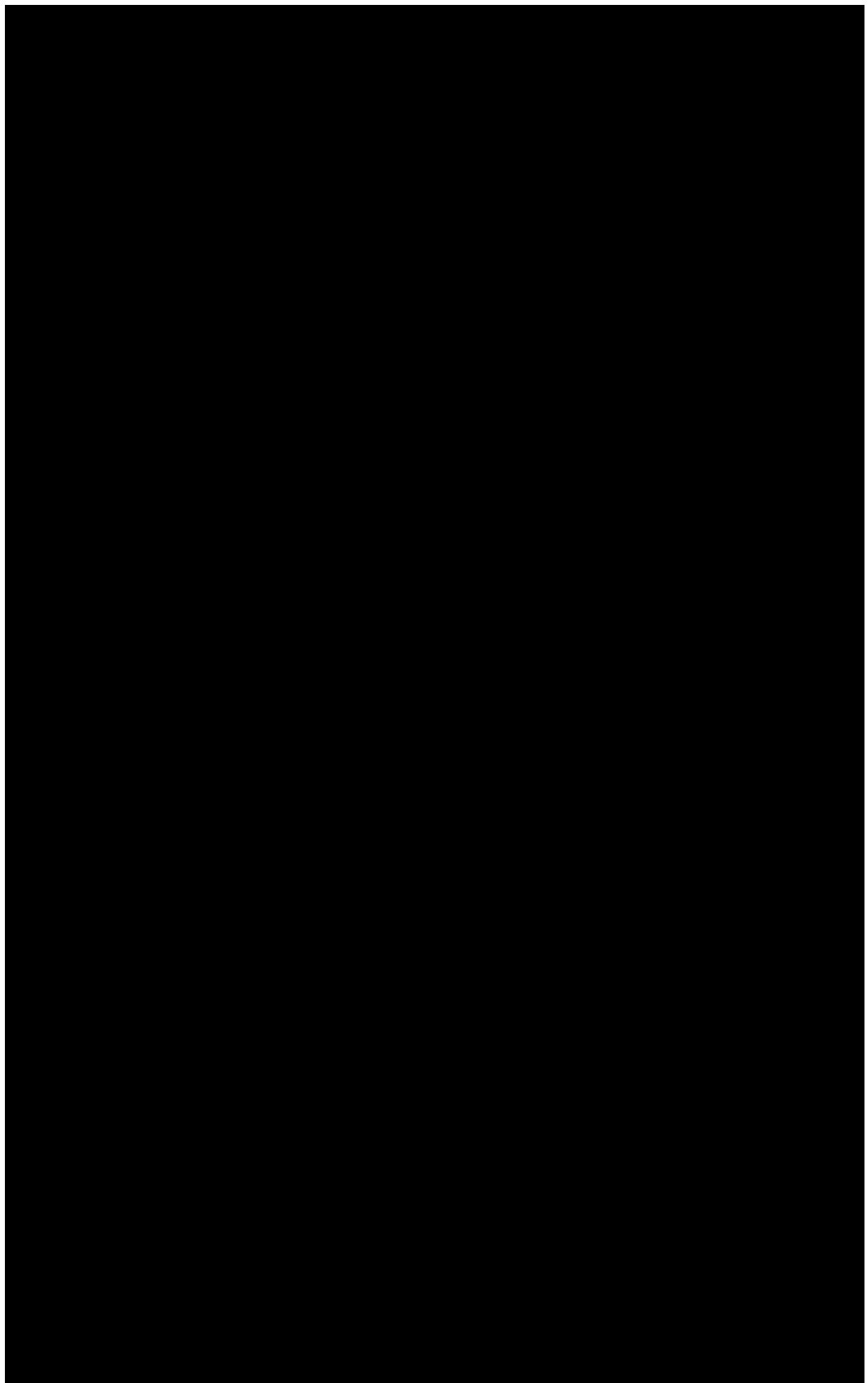


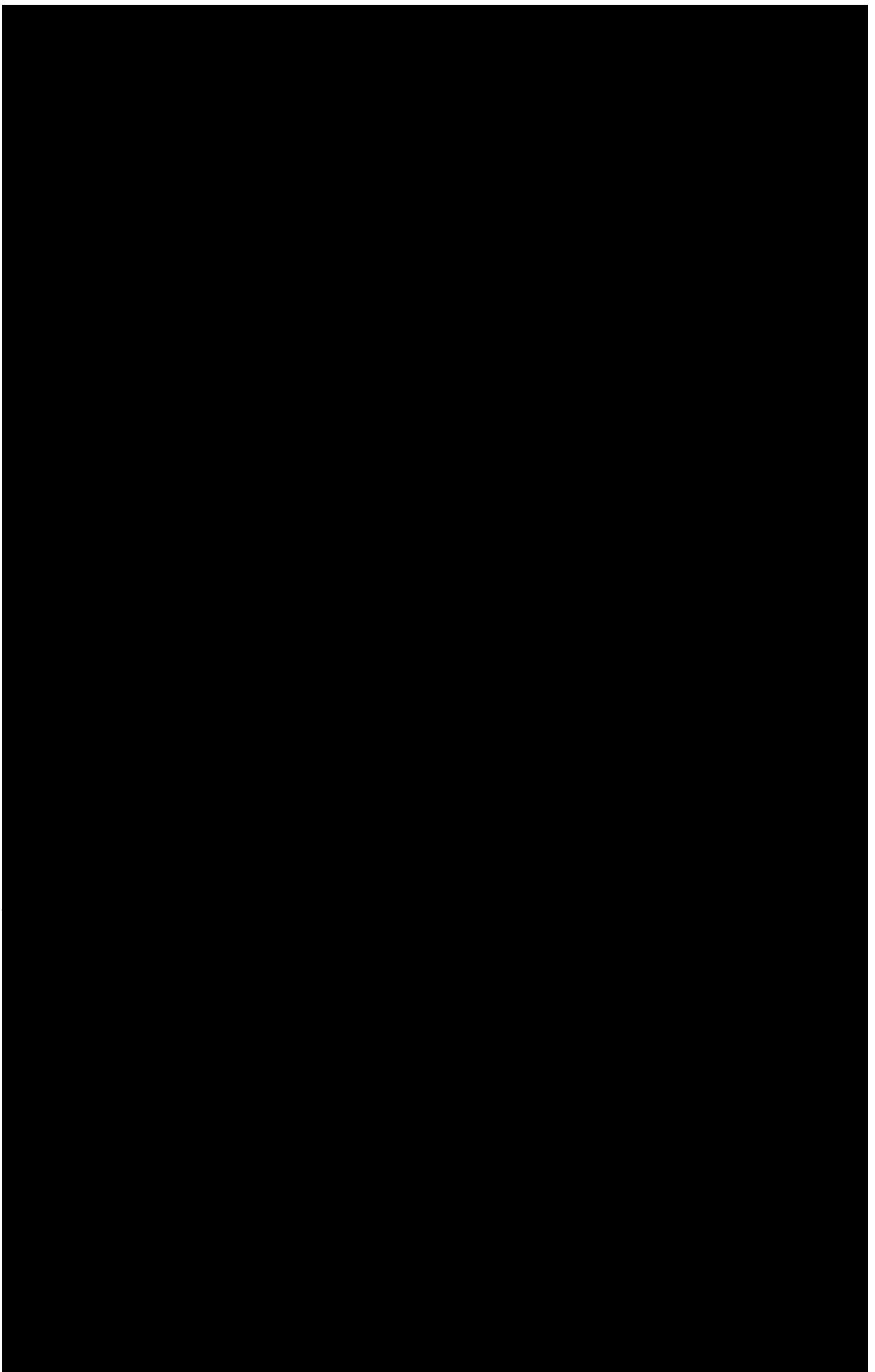


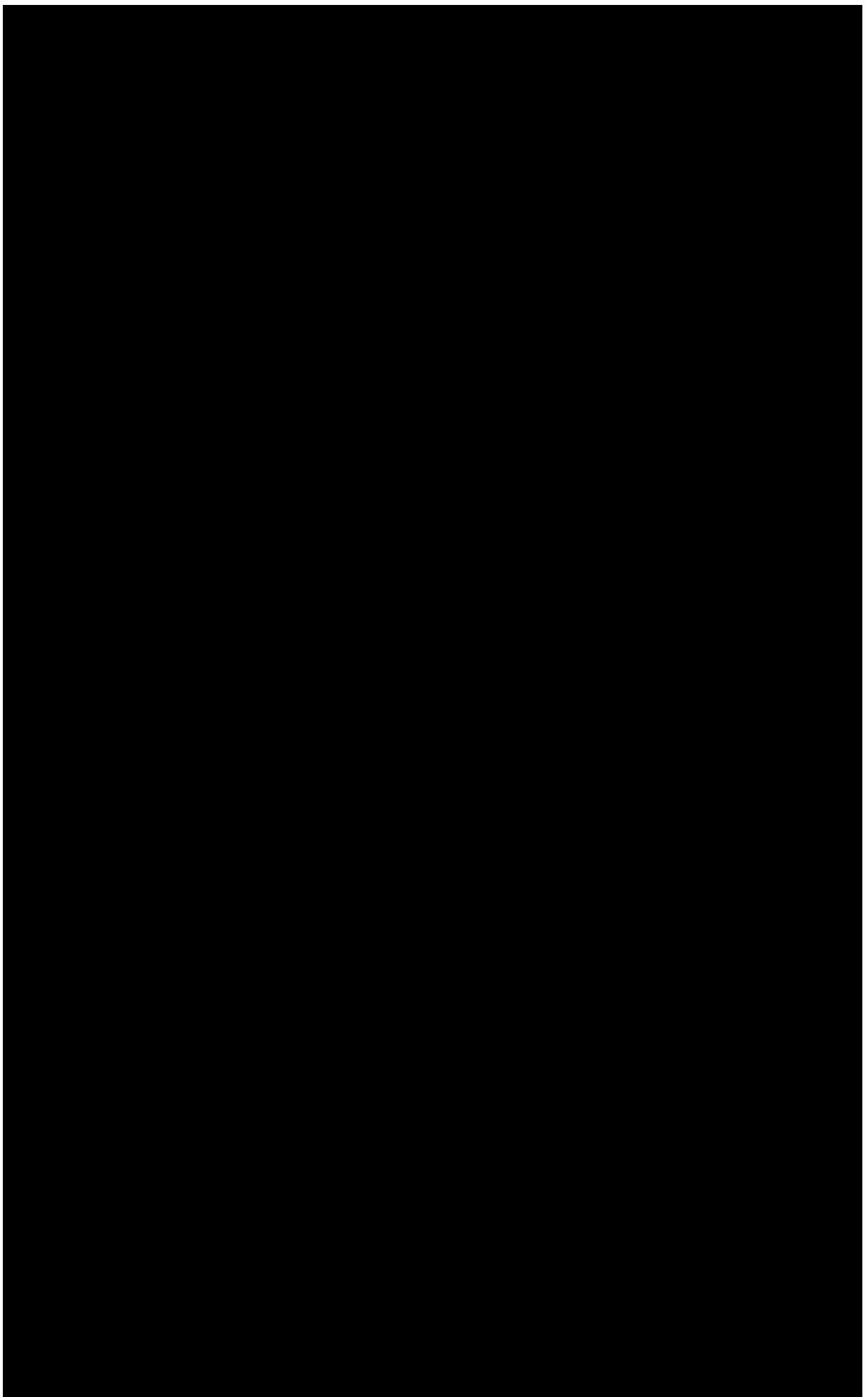




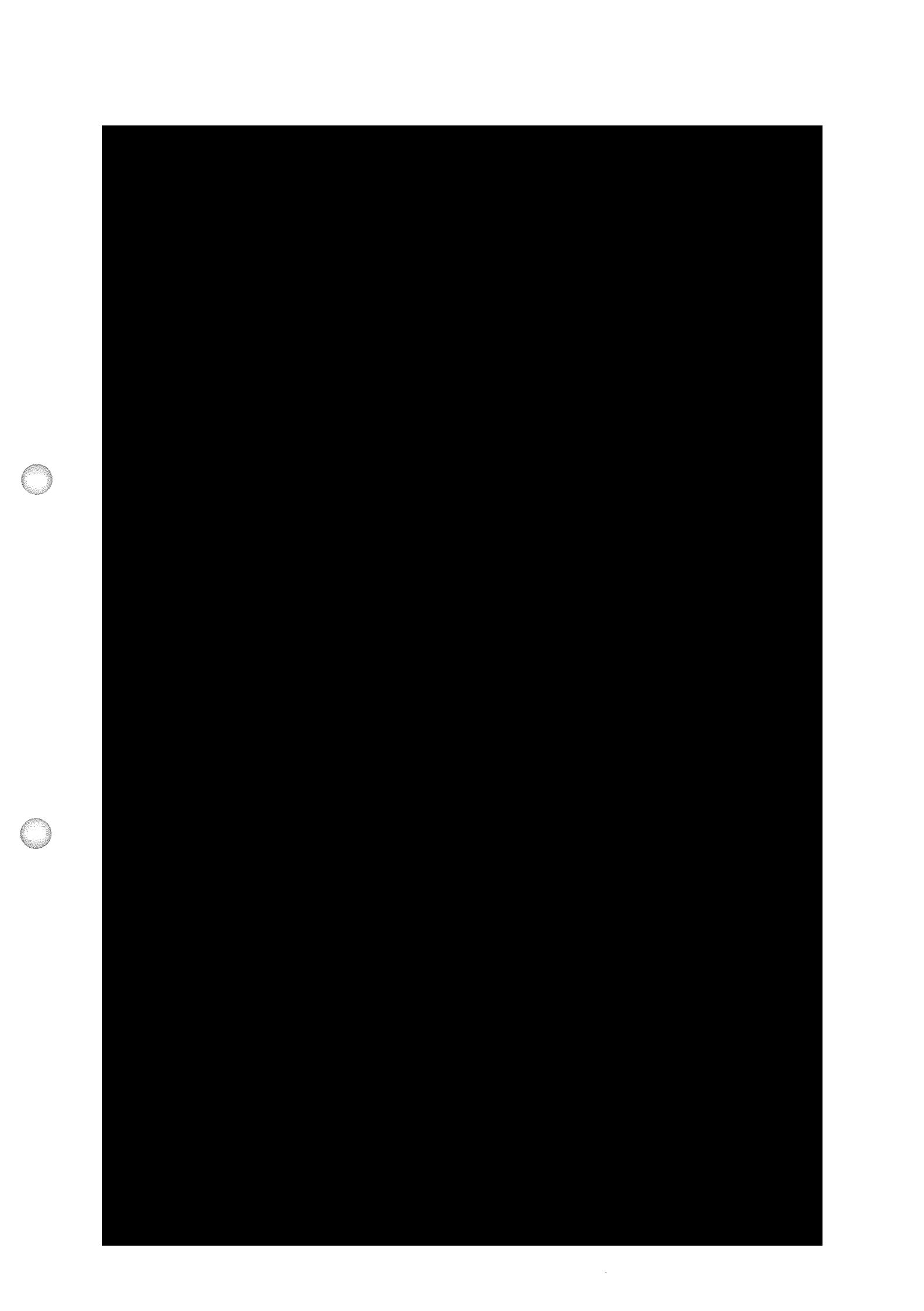


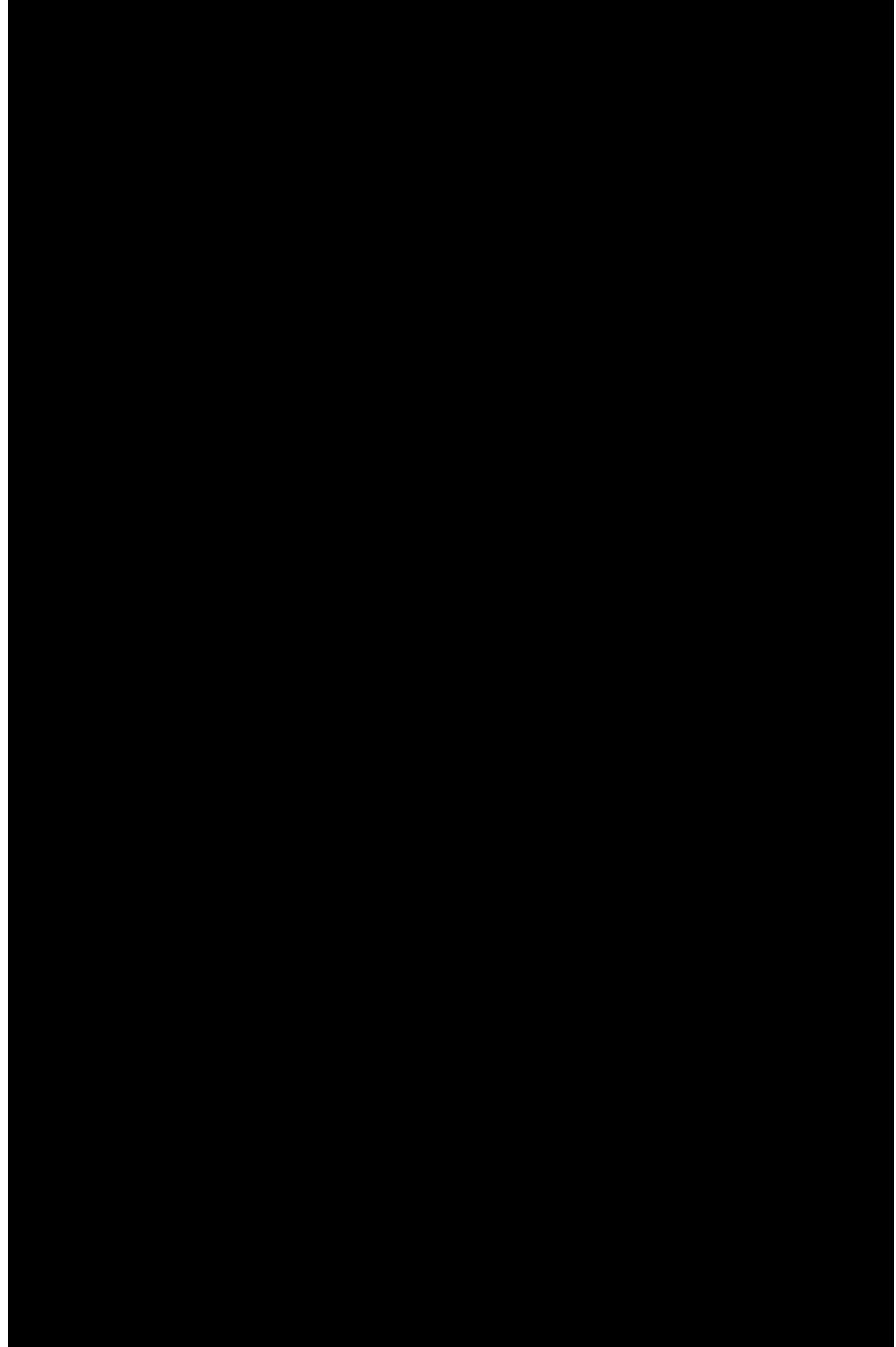


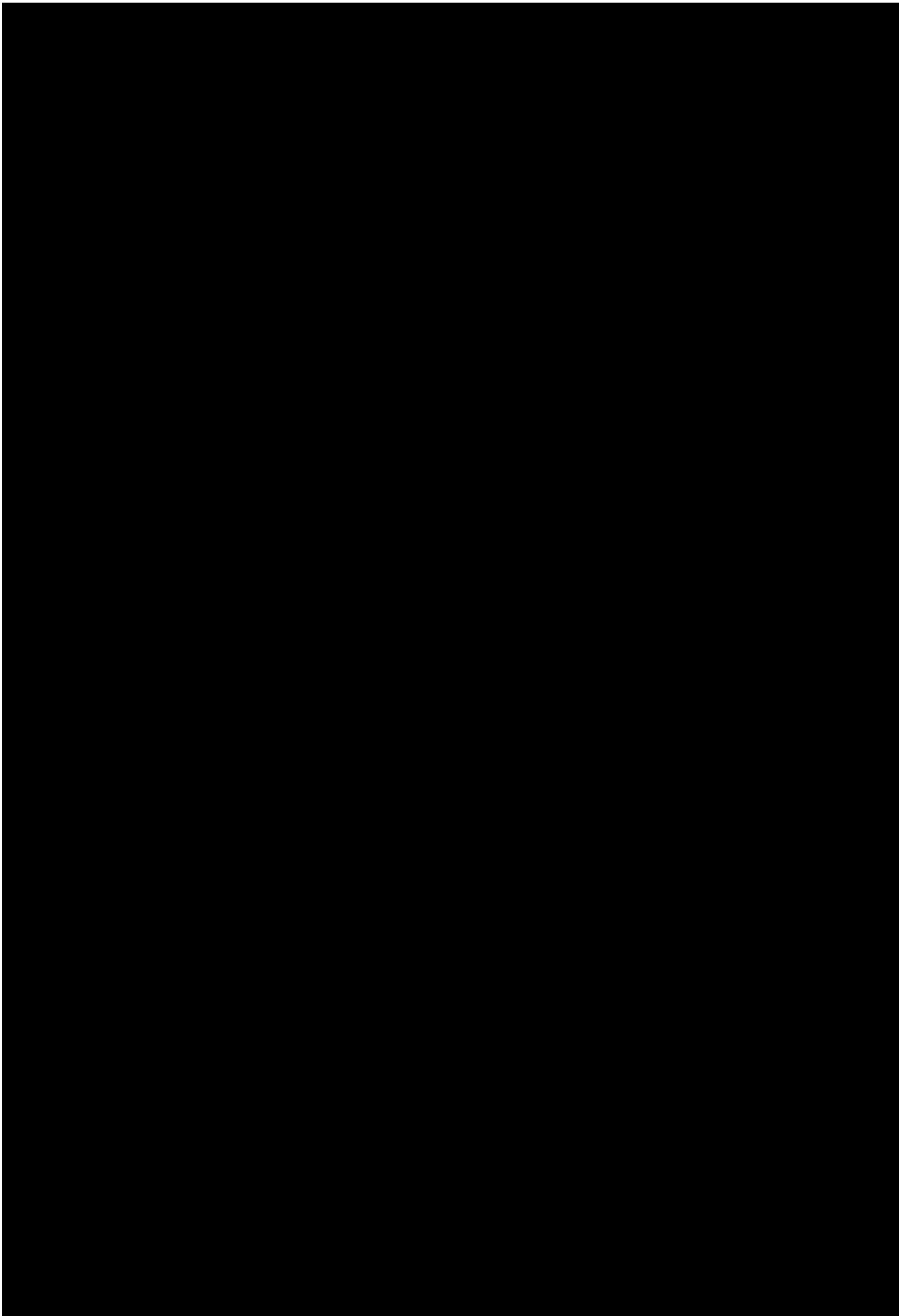


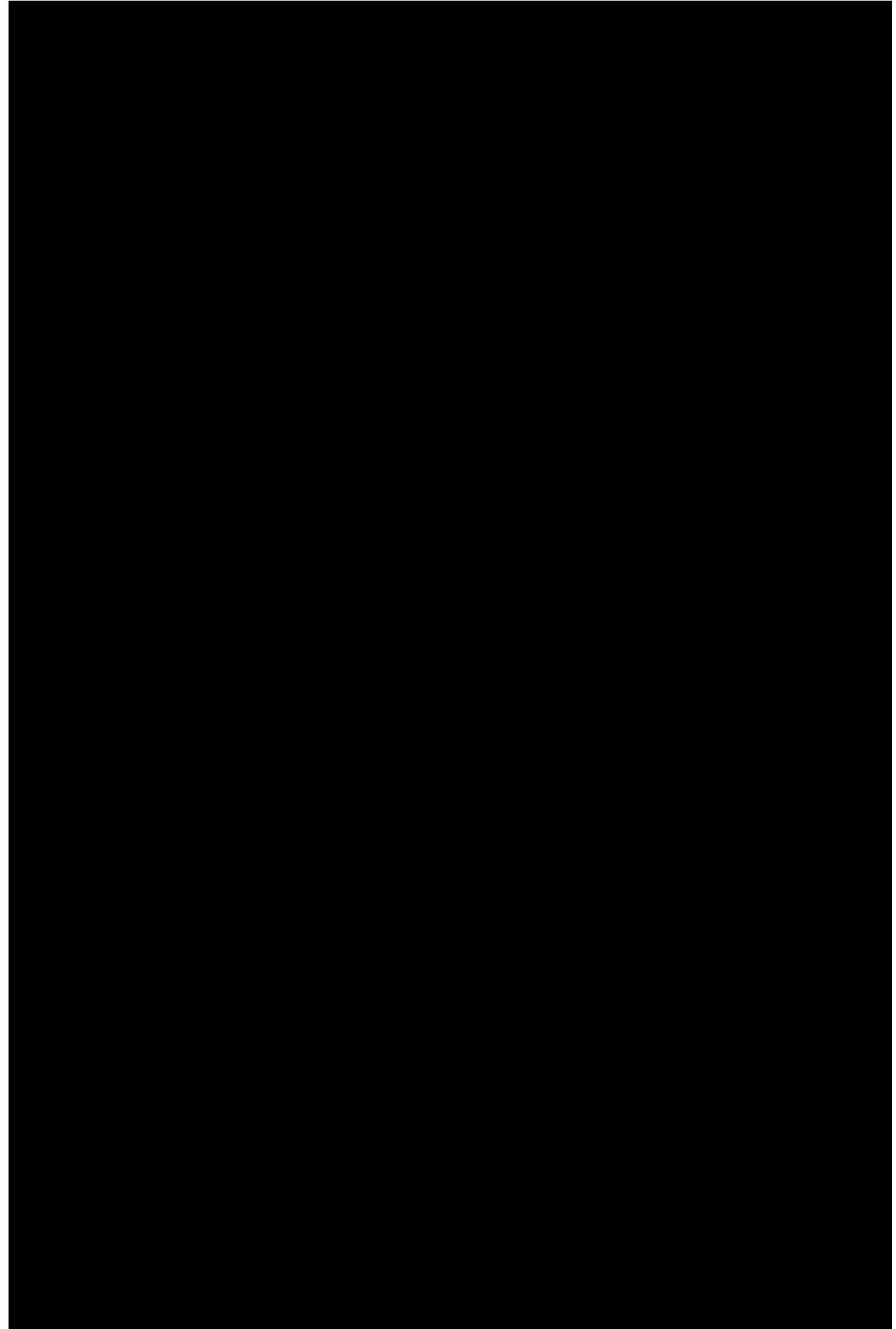


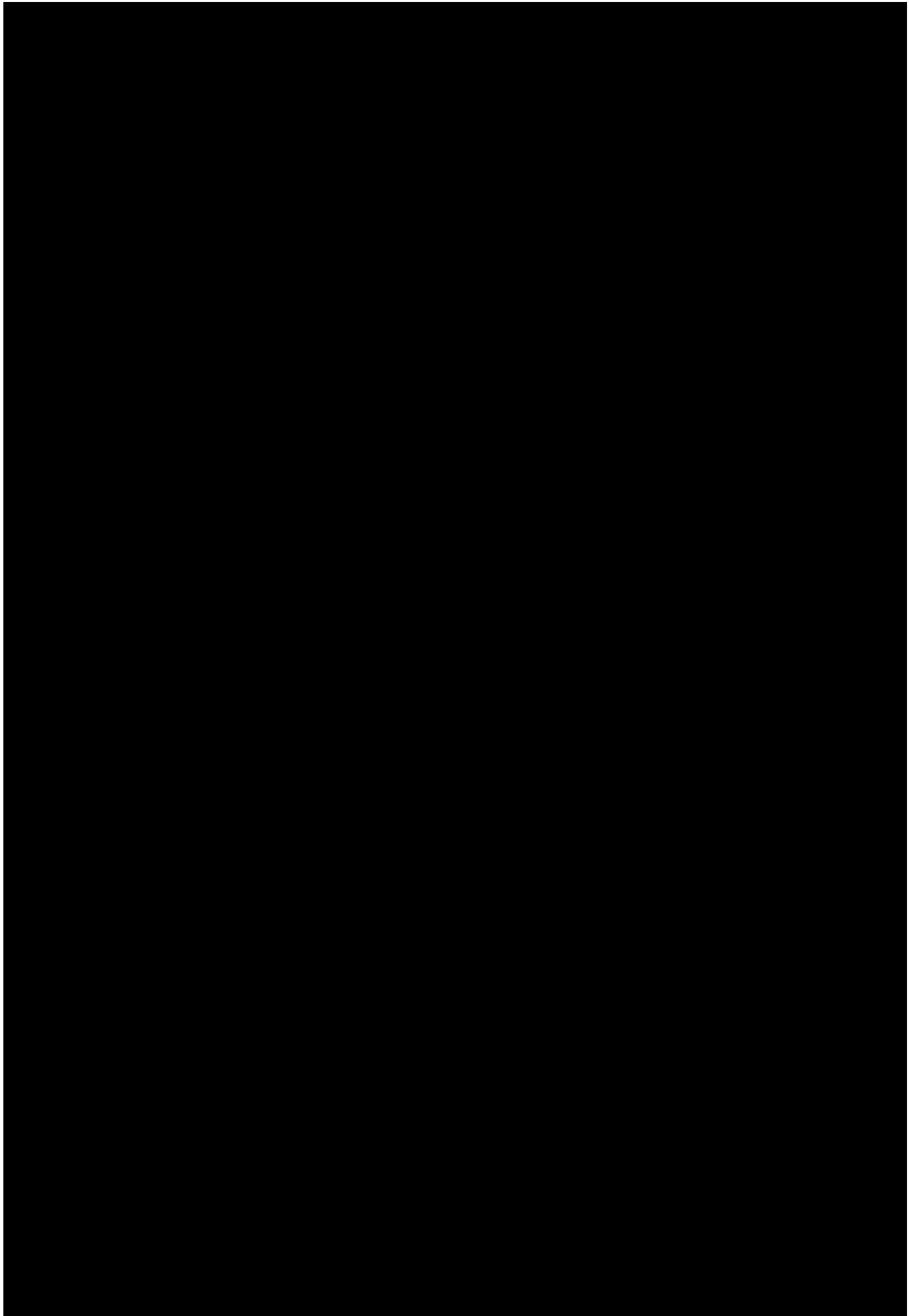


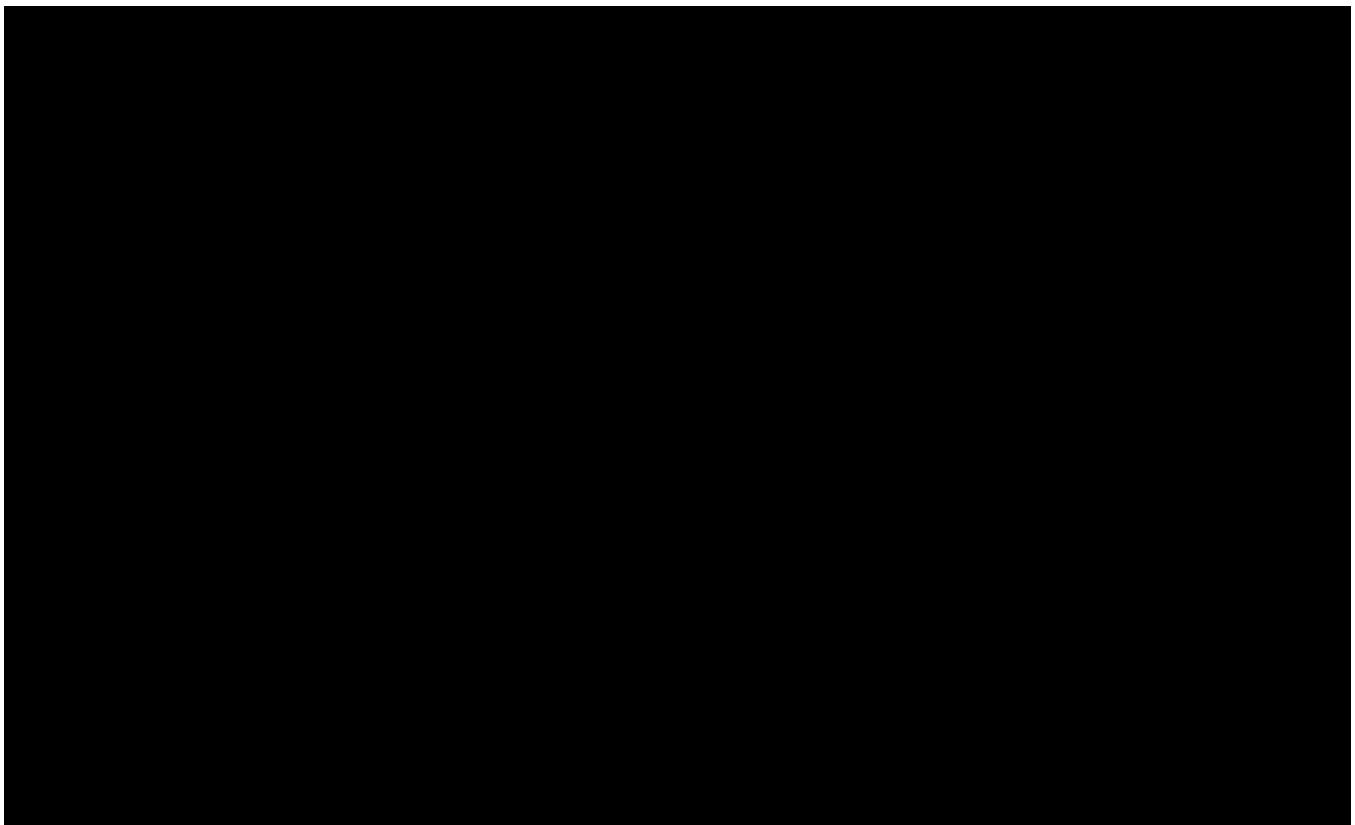










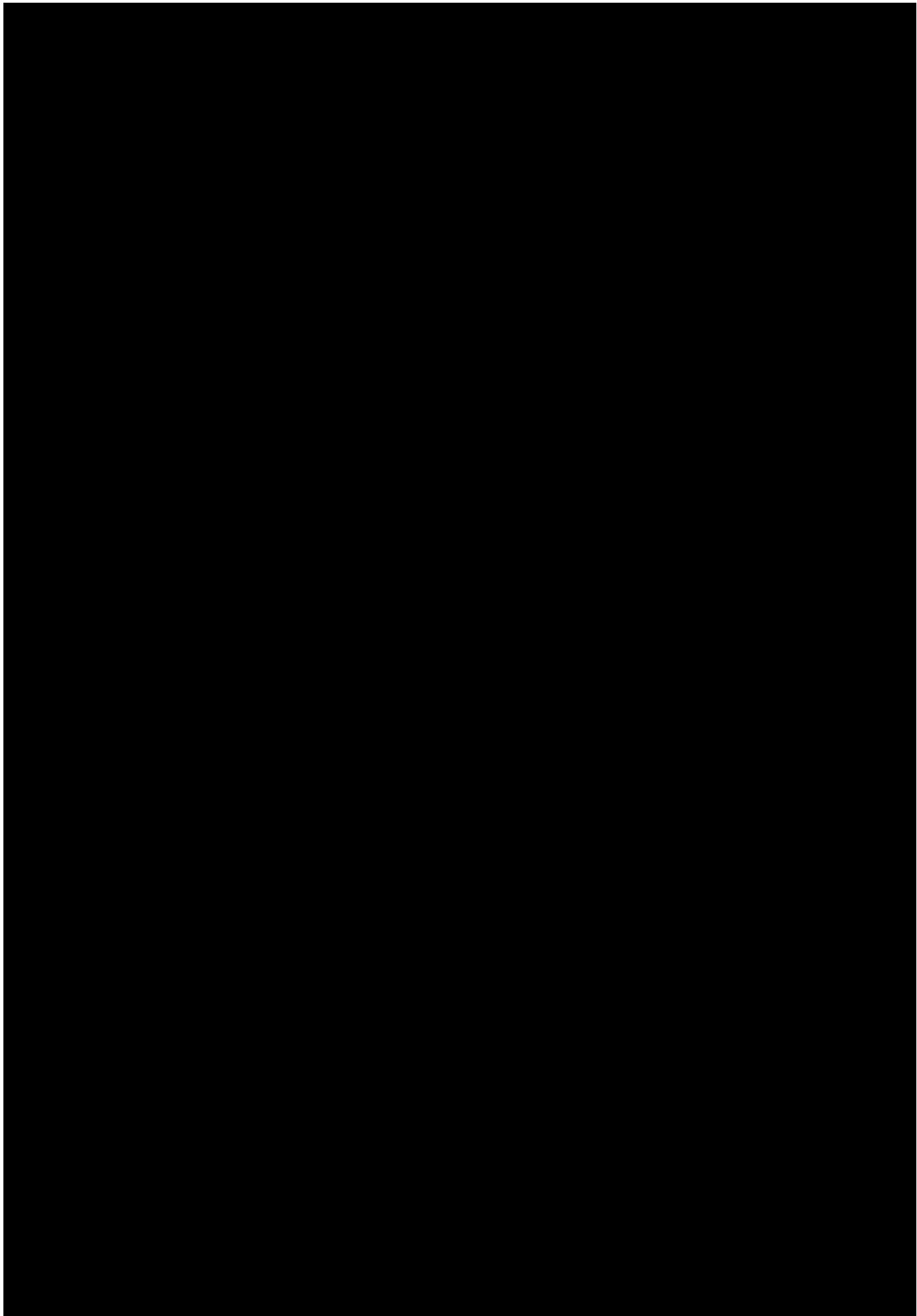


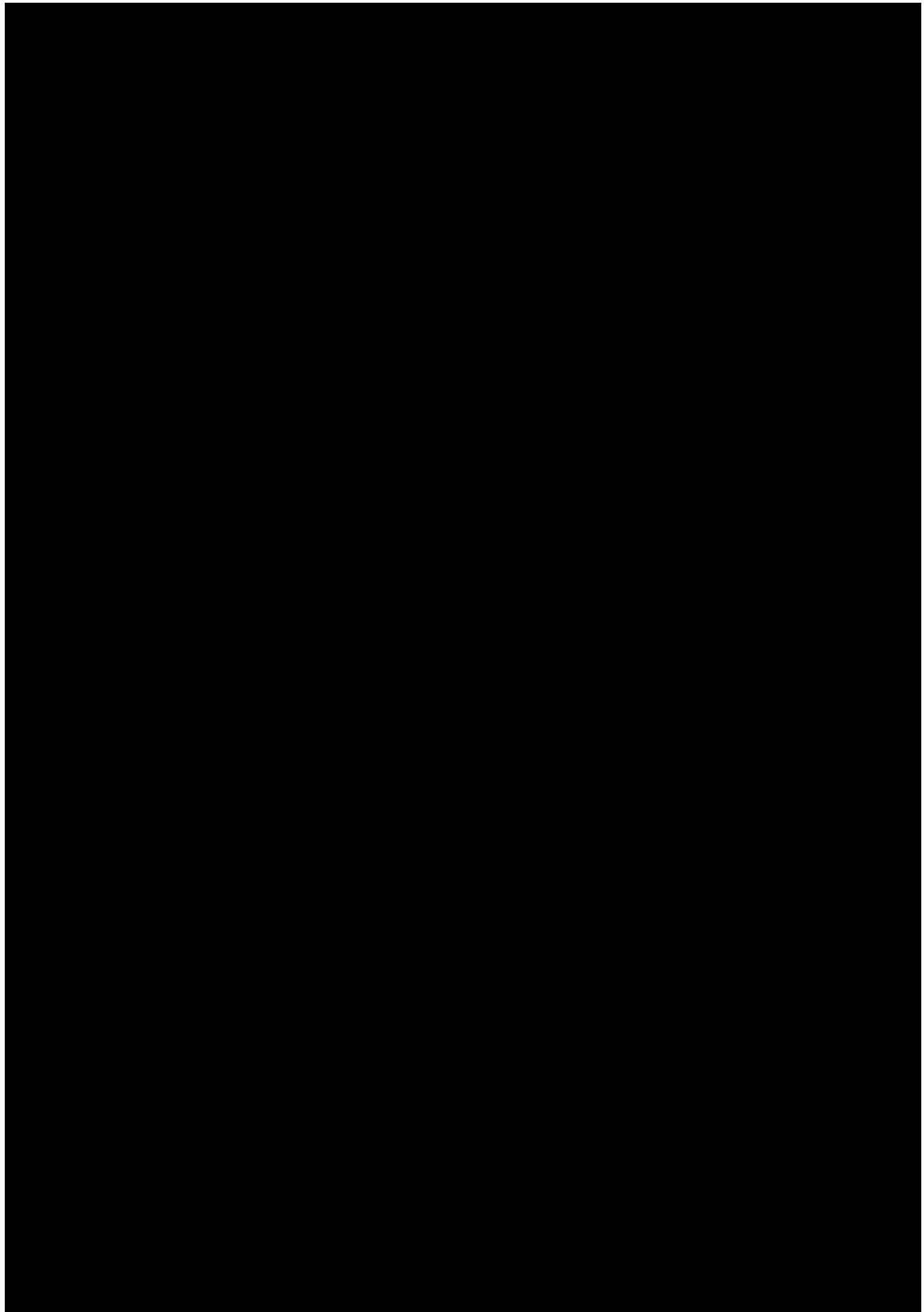
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Schedule A12. – Interface Deeds





## **SCHEDULE A13. – MODIFICATION TO THE EXPERT DETERMINATION RULES**

(Clause 19.4(a))

Pursuant to Rule 4(2)(b) of the Resolution Institute Expert Determination Rules (**Rules**), the parties agree to modify the application of the Rules as follows:

Modifications are underlined.

### **RULE 1 Definitions**

"Business Days" means any day in New South Wales other than a Saturday, Sunday or public holiday or 27, 28, 29, 30 or 31 December.

"Contract" means the deed entitled Warringah Freeway Upgrade – Incentivised Target Cost Contract between the parties.

"Relevant Proportionate Liability Legislation" means:

- (a) Part IV of the Civil Liability Act 2002 (NSW);
- (b) Part IVAA of the Wrongs Act 1958 (Vic);
- (c) Chapter 2, Part 2 of the Civil Liability Act 2003 (Qld);
- (d) Part 1F of the Civil Liability Act 2002 (WA);
- (e) the Proportionate Liability Act 2005 (NT);
- (f) Chapter 7A of the Civil Law (Wrongs) Act 2002 (ACT);
- (g) Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA);
- (h) Part 9A of the Civil Liability Act 2002 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

"Relevant Security of Payment Legislation" means:

- (a) the Building and Construction Industry Security of Payment Act 1999 (NSW);
- (b) the Building and Construction Industry Security of Payment Act 2002 (Vic);
- (c) the Building and Construction Industry Payments Act 2004 (QLD);
- (d) the Construction Contracts Act 2004 (WA);
- (e) the Construction Contracts (Security of Payment) Act 2004 (NT);
- (f) the Building and Construction Industry (Security of Payment) Act 2009 (ACT);
- (g) the Building and Construction Industry Security of Payment Act 2009 (SA);
- (h) the Building and Construction Industry Security of Payment Act 2009 (Tas); and
- (i) any Regulations enacted pursuant to the Acts listed in (a)-(h) above.

## **RULE 2 Appointment of the Expert**

1. Unless otherwise agreed in writing by the parties, the Process shall be conducted:
  - a. by an expert agreed by the parties; or
  - b. if the parties are unable to agree on the identity of the person to be appointed within three (3) Business Days, of Party A giving Party B a Notice of Dispute, by an expert nominated by the Australian Centre for International Commercial Arbitration (**ACICA**),  
who accepts appointment as Expert.
2. Rule 2.2 is deleted in its entirety.
3. [no modification]
4. [no modification]
5. [no modification]

## **RULE 3 Agreement to be bound**

1. [no modification]
2. Rule 3.2 is deleted in its entirety.

## **RULE 5 Role of the Expert**

1. The Expert shall determine the Dispute as an expert in accordance with these Rules, the Contract, the requirements of procedural fairness and according to law.
2. [no modification]
3. [no modification]
4.
  - a. The Expert shall be independent of, and act fairly and impartially as between the parties, giving each a reasonable opportunity of putting its case and dealing with that of any opposing party, and a reasonable opportunity to make submissions on the conduct of the Process.
  - b. The Expert must take all reasonable steps to avoid any conflict of interest, potential conflict of interest or other circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly and impartially in relation to the Dispute.
  - c. If at any time during the Process, the Expert becomes aware of any circumstances that might reasonably be considered to adversely affect the Expert's independence or capacity to act fairly or impartially in relation to the Dispute, the Expert must inform the parties immediately.
  - d. The Expert's mandate will be terminated 7 days after the notice is provided by the Expert under Rule 5.4(c), unless the parties agree otherwise.
  - e. The Expert shall have the power to determine questions of law.
5. [no modification]

## **RULE 9 Conduct of the Process**

1. [no modification]
2. [no modification]
3. ~~If~~The parties agree in writing (in the Agreement or otherwise), that the procedure in Schedule B will apply.
4. The rules of evidence do not apply to the Process.

## **RULE 10 The Expert's Determination**

1. The Expert shall determine the Dispute between the parties and notify such determination in writing to the parties within the time period specified in the Contract.
2. [no modification]
3. Unless otherwise agreed by the parties, the Expert's determination:
  - a. may include for the payment of interest on any monetary sum determined, in such amount as the Expert considers reasonable;
  - b. must allow for any amount already paid to a party under or for the purposes of any Relevant Security of Payment Legislation;
  - c. may make such orders as he or she considers appropriate for the restitution of any amount so paid, and such other orders as he or she considers appropriate; and
  - d. to the extent permitted by law, will not apply or have regard to the provisions of any Relevant Proportionate Liability Legislation.
4. [no modification]

## **RULE 12 Waiver of Right to Object**

Rule 12 is deleted in its entirety.

## **SCHEDULE B**

1. The reference to "twenty one (21) days" is replaced by "ten (10) Business Days".
2. The reference to "twenty one (21) days" is replaced by "twenty (20) Business Days".
3. The reference to "twenty one (21) days" is replaced by "five (5) Business Days".
4. [no modification]
5. [no modification]
6. [no modification]
7. [no modification]
8. [no modification]

**SCHEDULE A14. – NOMINATED SUBCONTRACT PACKAGES**

(Clauses 11.4(c) and 11.12(a)(v))

None

**SCHEDULE A15. – INDEPENDENT CERTIFIER DEED**

(Clauses 1.1, 13.10 19.13)

The document set out in the following table, which form this Schedule A15 (*Independent Certifier Deed*), is contained in Schedule G1 (*Electronic Files*) as an electronic file:

<b>Electronic File Reference</b>	<b>Type</b>
Schedule A15 (Independent Certifier Deed)	.pdf

## **SCHEDULE A16. – SUBCONTRACTOR REQUIREMENTS**

(Clause 11.7(c))

### **Part A – Subcontract Provisions**

1. The following terms must be included in each Subcontract:
  - (a) provisions equivalent to clauses 7.17 (*Information Documents*), 3.14 (*Media releases and enquiries*), 8.9 (*NSW Guidelines*), 9.12 (*Ownership of documentation*) and 21.11 (*Confidentiality*) of this deed;
  - (b) a requirement that, if:
    - (i) this deed is terminated or rescinded for any reason;
    - (ii) this deed otherwise comes to an end for any reason; or
    - (iii) the Principal takes over the Contractor's Activities and the Principal has given a direction to the Contractor to novate the Subcontract,then the Subcontractor consents to a novation of the Subcontract to the Principal or its nominee and will execute a deed of novation in the form reasonably required by the Principal; and
  - (c) when possible, a right of termination for the convenience of the Contractor.
2. The following terms must be included in each Subcontract valued over \$100,000:
  - (a) Options as to form of security
    - (i) A clause which allows the Subcontractor to lodge an unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.
    - (ii) A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, any retention moneys or other cash security then held will be promptly released to the Subcontractor.
  - (b) Payment Provisions
    - (i) A clause which has the effect:
      - (A) of requiring the Contractor to pay the Subcontractor for work for which payment is claimed by the Subcontractor no later than thirty (30) Business Days after a payment claim was made by the Subcontractor for such work;
      - (B) that states nothing in the clause referred to in paragraph (A) is to be read so as to prevent the Contractor from paying the Subcontractor an amount in excess of that claimed from the Principal, or before the time stipulated in that clause; and
      - (C) that if anything in the clause referred to in paragraph (A) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.
    - (ii) A clause which prescribes an interest rate for overdue payments which is not less than the Base Interest Rate as defined in the deed.

- (c) Alternative Dispute Resolution
- (i) A clause incorporating expert determination procedures.
  - (ii) A clause making it optional for the Subcontractor to comply with the expert determination process if the only remedy it seeks is an order for payment of money which is not disputed to be due and payable under the Subcontract.
- (d) Documents to be provided to Subcontractors
- A clause which requires the Contractor to provide the Subcontractor with copy of extracts from this deed before the Subcontractor starts work under the Subcontract. The extracts which are required to be provided are:
- (a) clause 15 (*Payment*); and
  - (b) clause 19 (*Dispute Resolution*).
- (e) Civil Liability Act 2002 (NSW)
- A clause that complies with the requirements set out in clause 20.5 (*Subcontracts*).
- (f) PPS Act
- A clause substantially the same as clause 21.17 (*Personal Property Securities Act*), except that references to 'the Contractor' must be replaced with references to 'the Subcontractor' and references to 'the Principal or 'the Principal's Representative' must be replaced with references to 'the Contractor'.
- (g) Work Health and Safety Obligations
- A clause requiring the Subcontractor to comply with all reasonable directions of the Appointed Principal Contractor.
- (h) AIP Plan Obligations
- A clause requiring the Subcontractor to comply with the AIP Plan.

## **Part B – Subcontractor Pre-Qualification**

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

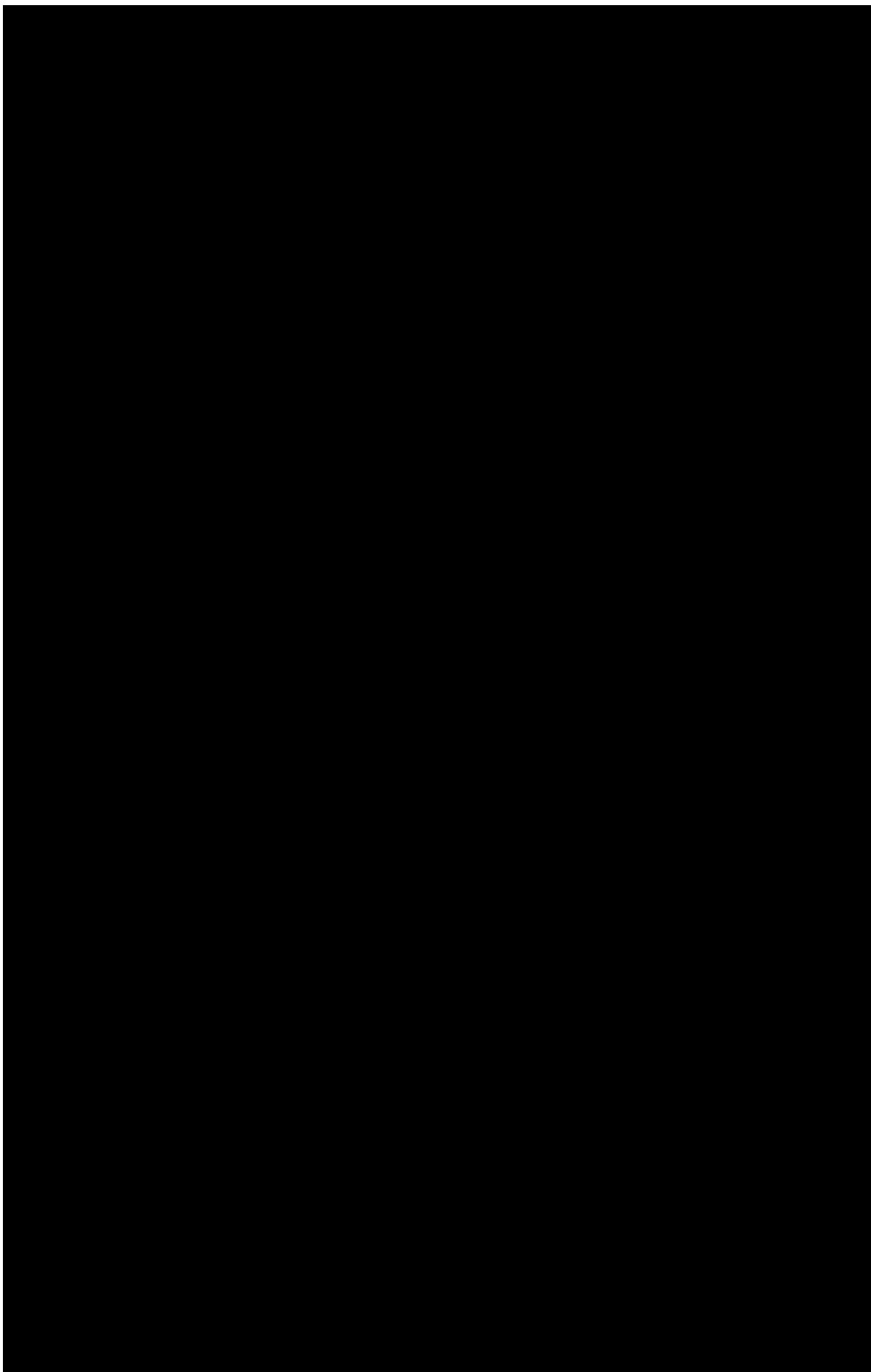
1. Pre-qualified categories of work:

- (a) Roadworks: construction of the roadworks must be carried by a Subcontractor which is prequalified with TfNSW under the National Prequalification System for Civil (Road and Bridge) Construction Contracts, at the prequalification class of R5 (Roadworks);
- (b) Asphalt paving: construction of asphalt pavements must be carried out by a Subcontractor which is prequalified to TfNSW's A2 (Asphalt Paving) Register of Prequalified Contractors;
- (c) Protective treatment;
- (d) Bridgeworks: construction of all bridgeworks must be carried out by a Subcontractor which is prequalified to at least TfNSW's B3 (Bridgeworks) Register of Prequalified Contractors as listed on Roads and Maritime Bridgeworks Register of Prequalified Contractors;
- (e) Pretensioned concrete: pretensioned concrete work must be carried out by a Subcontractor which is prequalified to TfNSW's C2 (Pretensioned Concrete - Complex) Register of Prequalified Contractors;
- (f) Concrete paving: construction of concrete pavements must be carried out by a Subcontractor which is prequalified to TfNSW's K2 (Concrete Paving) Register of Prequalified Contractors; and
- (g) Steel fabrication: steel fabrication work must be carried out by a Subcontractor which is prequalified to TfNSW's S (Steel Fabrication - Complex) Register of Prequalified Contractors.

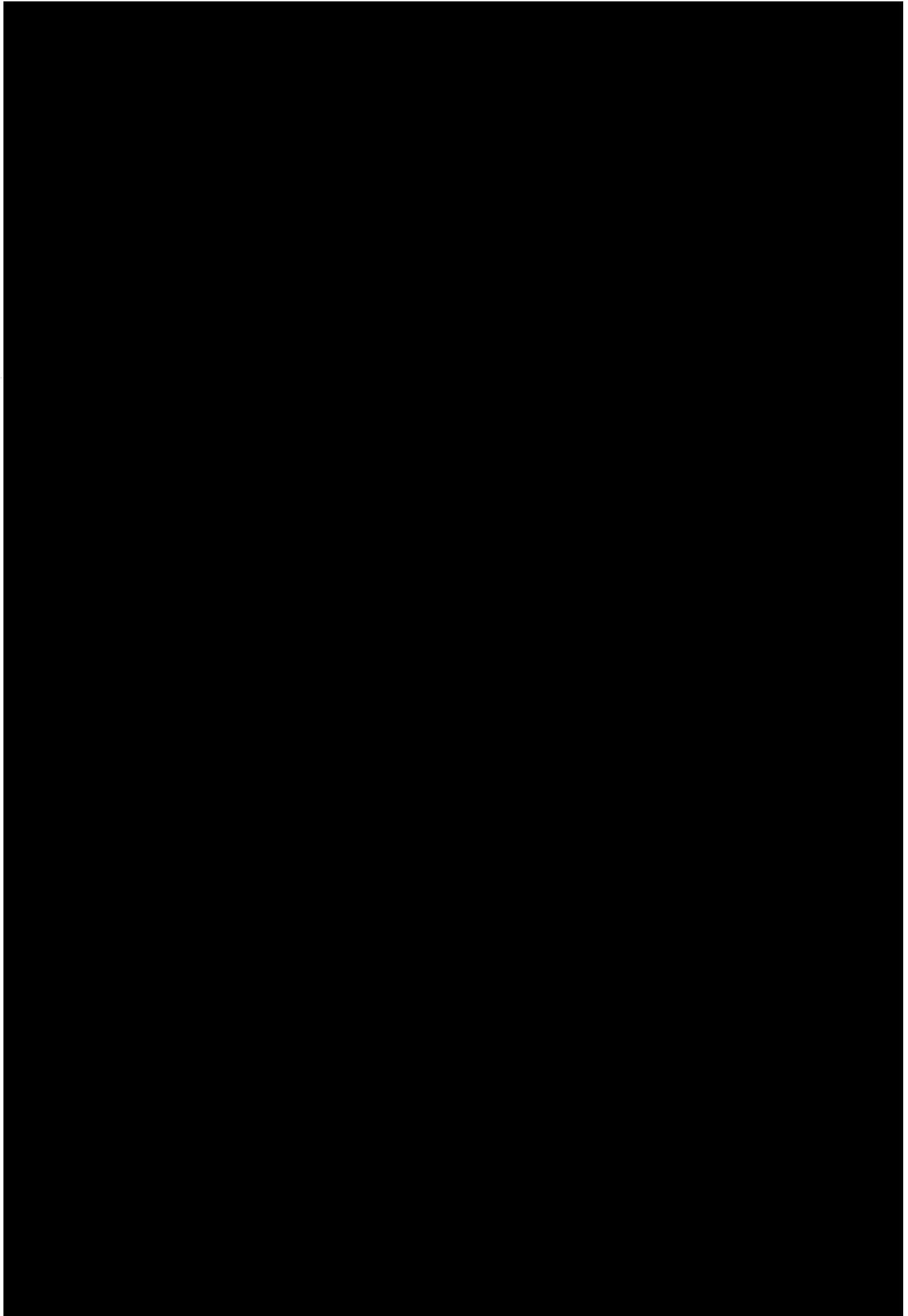
2. Registered categories of work:

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

**SCHEDULE A17 – COVID-19 MITIGATION MEASURES**



**SCHEDULE A17 – COVID-19 MITIGATION MEASURES**



**PART B – ADMINISTRATIVE**

## SCHEDULE B1. – FORM OF STATUTORY DECLARATION

(Clause 15.4(a)(ii)(A))

<b>Statutory Declaration</b>	<b>Oaths Act (NSW) Ninth Schedule</b>
<p>I,..... ..... of..... .....</p> <p><i>do solemnly and sincerely declare that:</i></p> <p>1. <i>I am the representative of:</i> ..... ..... <b>("the Contractor")</b> <i>in the Office Bearer capacity of:</i> ..... .....</p> <p>2. <i>The Contractor has a contract with the [ ]:</i> ..... ..... <b>("the Contract")</b></p> <p>3. <i>I personally know the facts which I have set out in this declaration.</i></p> <p>4. <i>All employees who have at any time been engaged by the Contractor for work done under the Contract:</i></p> <p>a) <i>have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and</i></p> <p>b) <i>have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,</i></p> <p><i>with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:</i></p> <p><i>Employee:</i> ..... <i>Amount unpaid or not accrued:</i> .....</p> <p>..... ..... ..... .....</p> <p>5. <i>Attached to and forming part of this declaration, as Annexure A, is a supporting statement for the purposes of section 13(7) of the Building and Construction Industry Security of Payment Act 1999 (NSW).</i></p>	

	<p>5A Where the Contractor holds any retention money from a Subcontractor, the Contractor has complied with all requirements under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
6.	<p>In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.</p>	
7.	<p>The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.</p>	
8.	<p>The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):</p> <p>(a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and</p> <p>(b) that all their employees and subcontractors, as at the date of the making of such a declaration:</p> <p>i) have been paid all remuneration and benefits due and payable to them by; or</p> <p>ii) had accrued to their account all benefits to which they are entitled from;</p> <p>the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and</p> <p>(c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,</p> <p>except for the following subcontractors to the Contractor who have failed to provide such a declaration:</p> <p>Subcontractor: _____ Due _____ amount unpaid: _____ ..... ..... .....</p>	insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in

	.....	respect of this claim
9.	<i>Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:</i>	
	<i>Employee, subcontractor or supplier:</i>	<i>Amount</i>
	<i>unpaid or not accrued:</i>	
	.....	
	.....	
	.....	
	.....	
	.....	
10.	<i>In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.</i>	<i>insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.</i>
11.	<i>Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-Roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:</i>	
	(a) <i>under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;</i>	
	(b) <i>under section 18(6) of Schedule 2 of part 5 of the Pay-Roll Tax Act 2007 in the form and providing the detail required by that legislation; and</i>	
	(c) <i>under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.</i>	
12.	<i>I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.</i>	
13.	<i>All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:</i>	
	(a) <i>given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Pay-Roll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and</i>	
	(b) <i>given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.</i>	
14.	<i>I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.</i>	
	<i>I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be</i>	

*subject to punishment by law if I wilfully make a false statement in this declaration.*

*Declared at ..... on*

*(place) (day) (month) (year)*

*(Signature of Declarant)*

*Before me:*

*(Signature of person before whom the declaration is made)*

*(Name of the person before whom the declaration is made)*

*(Title\* of the person before whom the declaration is made)*

*And as a witness, I certify the following matters concerning the person who made this declaration (**declarant**):*

*[\*strike out the text that does not apply]*

1. *\*I saw the face of the declarant.*

*OR*

*\*I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.*

2. *\*I have known the declarant for at least 12 months.*

*OR*

*\*I confirmed the declarant's identity using the following identification document:*

*Identification document relied on  
(may be original or certified copy)*

*Signature of person before whom the declaration is made*

*Before me:*

*(Signature of person before whom the declaration is made)*

*(Name of the person before whom the declaration is made)*

*(Title\* of the person before whom the declaration is made)*

*\*The declaration must be made before one of the following persons:*

*- where the declaration is sworn within the State of New South Wales:*

*(i) a justice of the peace of the State of New South Wales;*

(ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate; or

(iii) a notary public.

- where the declaration is sworn in a place outside the State of New South Wales:

(i) a notary public; or

(ii) any person having authority to administer an oath in that place.

## **ANNEXURE A TO FORM OF STATUTORY DECLARATION**

### **Supporting statement by head contractor regarding payment to subcontractors**

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

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

Head contractor: [*business name of head contractor*]

ABN: [ABN]

\* 1. has entered into a contract with:[*business name of subcontractor*]

ABN: [ABN]

Contract number/identifier: [*contract number/identifier*]

OR

\* 2. has entered into a contract with the subcontractors listed in the attachment to this statement.

\* [*Delete whichever of the above does not apply*]

This statement applies for work between [*start date*] and [*end date*] inclusive (the construction work concerned), subject of the payment claim dated [*date*].

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

Signature: .....

Date: .....

Full name: .....

Position>Title: .....

**Attachment**

Schedule of subcontractors paid all amounts due and payable

<b>Subcontractor</b>	<b>ABN</b>	<b>Contract number / identifier</b>	<b>Date of works (period)</b>	<b>Date of payment claim (head contractor claim)</b>
----------------------	------------	-------------------------------------	-------------------------------	--

Schedule of subcontractors for which an amount is in dispute and has not been paid

<b>Subcontractor</b>	<b>ABN</b>	<b>Contract number / identifier</b>	<b>Date of works (period)</b>	<b>Date of payment claim (head contractor claim)</b>
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## **ANNEXURE B TO FORM OF STATUTORY DECLARATION**

### **Subcontractor's Statement**

#### **REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION**

**(Note 1 - see back of form)**

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

**SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)**

Subcontractor: ..... ABN: .....  
(Business name)

of .....  
(Address of subcontractor)

has entered into a contract with ..... ABN: .....  
(Business name of principal contractor) (Note 2)

Contract number/identifier ..... (Note 3)

This Statement applies for work between: ...../...../..... and ...../...../..... inclusive, (Note 4)

subject of the payment claim dated: ...../...../..... (Note 5)

I, ..... a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [ ] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [ ] and only complete (f) and (g) below. You must tick one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../.....(Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

Signature .....

Full name.....

Position/Title .....

Date ...../...../.....

*NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.*

## Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the **subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$[7500] annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

## **Statement Retention**

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

### **Offences in respect of a false Statement**

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

## **Further Information**

For more information, visit the *WorkCover* website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

**SCHEDULE B2. – PROPERTY OWNER'S CERTIFICATE**

(Clauses 7.5(a)(ii) and (iii), 7.7(a)(iii)(B))

**THIS DEED POLL** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**To:** **Transport for NSW** (ABN 18 804 239 602) a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW) of 20 – 44 Ennis Road, Milsons Point NSW 2061 (**Principal**)

**By:** [Insert]

**Property Address:** [Insert]

1. [I/We] confirm that the following works has been carried out and completed on my/our property to [my/our] satisfaction:

[Insert description of works on property and property]

2. [I/We] confirm that our land has been rehabilitated and all damage and degradation on it repaired.
  3. [I/We] release the Principal from all claims and actions which [I/we] may have arising out of or in connection with the works referred to in paragraph 1.
  4. This deed poll may not be revoked or otherwise modified without the prior written consent of the Principal.

**EXECUTED** as a deed poll.

**[Drafting note: Execution block to be inserted prior to execution.]**

### **SCHEDULE B3. – FORM OF CONFIDENTIALITY UNDERTAKING**

(Clauses 1.1, 11.7(c)(iv) and 21.11(c))

To: [Insert]

We [*Insert name and ABN*] of [*Insert*] the engaged [*Designer/Supplier/Contractor/Subcontractor*] body, undertake to treat as confidential all information received/generated from Transport for NSW (ABN 18 804 239 602) (**Principal**) in respect of work performed by the Principal.

The Designer/Supplier/Contractor/Subcontractor hereby undertakes:

- (a) to disclose information to its employees only on a need-to-know basis;
- (b) not to disclose information to any other person without first obtaining the written consent of the Principal; and
- (c) to ensure that its employees to whom information is disclosed will comply with (a) and (b) above.

This undertaking will not apply to information about the Principal which is in the public domain (except where the availability of the information in the public domain is due to any unauthorised disclosure by the [*Designer/Supplier/Contractor/Subcontractor*], its employees or agents) or which was already known to the [*Designer/Supplier/Contractor/Subcontractor*].

Any breach of this undertaking by the [*Designer/Supplier/Contractor/Subcontractor*]'s employee or agent will constitute a breach of this undertaking by the [*Designer/Supplier/Contractor/Subcontractor*] and at the direction of the Principal the [*Designer/Supplier/Contractor/Subcontractor*] must institute proceedings or do whatever the Principal regards as reasonable to prevent or contain the breach.

The [*Designer/Supplier/Contractor/Subcontractor*] undertakes that on request from the Principal it will forthwith return to the Principal all originals and copies of the confidential information, however embodied, supplied by the Principal and destroy all documents containing or prepared using any confidential information however embodied.

The [*Designer/Supplier/Contractor/Subcontractor*] also undertakes to declare to the Principal any conflict of interests that exists or arises during the course of its engagement which may impinge on the objectivity or probity of the work performed. Such declarations are to be made as soon as the conflict of interests issues arises.

This undertaking will remain in force until each part of the confidential information is released by the Principal into the public domain.

Dated: [Insert]

Executed as a deed poll by [NAME OF  
PARTY] in accordance with s 127 of the  
Corporations Act:

Signature of director

Signature of director/secretary

Name

Name

## **SCHEDULE B4. – CONTRACTOR'S CERTIFICATE OF COMPLETION**

(Clause 1.1, 16.2(e))

[The Principal's Representative / The Independent Certifier]

From: [ ] (ABN [ ]) (**Contractor**)

This certificate is given in accordance with the "Warringah Freeway Upgrade – Incentivised Target Cost Contract" (Contract No:[#]) between TfNSW (ABN 18 804 239 602) and the Contractor dated [ ] (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clauses 1.1 and 16.2(e) of the Contract, we hereby certify that Completion of Portion [ ] has been achieved by the Contractor on [ ] in accordance with the terms of the Contract.

.....  
Signed for and on behalf of  
[insert name of the Contractor]

## SCHEDULE B5. - NOTICE OF COMPLETION

(Clauses 1.1 and 16.2(f)(i))

### PART A - NOTICE OF COMPLETION - HANDOVER PORTION

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[*insert date*]

Transport for NSW (ABN 18 804 239 602) (**the Principal**)  
[*insert address*]

[*insert name of Contractor*] (ABN) [*insert*] (**Contractor**)  
[*insert address*]

Dear [*insert name*]

**NOTICE OF COMPLETION - HANDOVER PORTION**  
**Warringah Freeway Upgrade – Incentivised Target Cost Contract**  
**Project Works – Handover Portion [*insert number*]**

This Notice of Completion - Handover Portion is given in accordance with the Warringah Freeway Upgrade- Incentivised Target Cost Contract between the Principal and the Contractor dated [*insert date*] (**Contract**). Words defined in the Contract have the same meaning in this notice.

In accordance with clause 16.2(f)(i) of the Contract, the Independent Certifier confirms that Completion of Handover Portion [*insert number*] has been achieved. The Date of Completion of Handover Portion [*insert number*] is [*insert date*].

A list of Accepted Defects is **attached**.

This Notice of Completion does not relieve the Contractor of its obligation to rectify Defects under clause 12 of the Contract and to complete any other outstanding obligations under the Contract.

Yours sincerely

[

]

for and on behalf of the Independent Certifier

**Attachment – List of Accepted Defects**

No.	Accepted Defects

**PART B - NOTICE OF COMPLETION - CARRIAGEWAY PORTION**

[ON INDEPENDENT CERTIFIER LETTERHEAD]

[*insert date*]

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

[*insert address*]

[*insert name of Contractor*] (ABN) [*insert*] (**Contractor**)

[*insert address*]

Dear [*insert name*]

**NOTICE OF COMPLETION - CARRIAGEWAY PORTION**  
**Warringah Freeway Upgrade – Incentivised Target Cost Contract**  
**Project Works – Carriageway Portion [*insert number*]**

This Notice of Completion - Carriageway Portion is given in accordance with the Warringah Freeway Upgrade – Incentivised Target Cost Contract between the Principal and the Contractor dated [*insert date*] (**Contract**). Words defined in the Contract have the same meaning in this notice.

In accordance with clause 16.2(f)(i) of the Contract, the Independent Certifier confirms that Completion of Carriageway Portion [*insert number*] has been achieved. The Date of Completion of Carriageway Portion [*insert number*] is [*insert date*].

A list of Minor Defects and Accepted Defects is **attached**.

This Notice of Completion does not relieve the Contractor of its obligation to rectify Defects (including Minor Defects and Accepted Defects listed in this notice) under clause 12 of the Contract and to complete any other outstanding obligations under the Contract.

Yours sincerely

.....

[ ]

for and on behalf of the Independent Certifier

**Attachment – List of Minor Defects and Accepted Defects**

No.	Minor Defects
No.	Accepted Defects

**SCHEDULE B6. - INDEPENDENT CERTIFIER'S CERTIFICATE – COMPLETION OF LOCAL AREA WORKS**

(Clause 12.7(e))

To: The Principal's Representative / The Contractor

From: [insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Warringah Freeway Upgrade – Incentivised Target Cost Contract"(Contract No:[#]) between TfNSW (ABN 18 804 239 602) and the Contractor dated [ ] (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 12.7(e) of the Contract, we hereby certify in relation to the Local Area Works described in the Schedule that, having performed all relevant Services (as defined in the Independent Certifier Deed) in accordance with the requirements of the Independent Certifier Deed as at [Insert date]:

- (a) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 9.10 of the Contract, subject to Minor Defects;
- (b) the release of all Hold Points has been undertaken in accordance with the Contract;
- (c) all documentation has been recorded and submitted to the Principal's Representative in accordance with the Contract; and
- (d) the construction complies with the requirements of the Contract, including the SWTC, subject to Minor Defects.

Schedule

**[Insert description of Local Area Works]**

Signed for and on behalf of  
[insert name of Independent Certifier]

**SCHEDULE B7. – FORM OF CERTIFICATES**

(Clause 13.11(d))

**Part A of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (*Quality Management*), Appendix C.7 of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(i)(A) of the Contract, I hereby certify that the Contractor's Quality Management System under clause 13.11 (*Quality Management*) of the Contract and Appendix C.7 of the SWTC is in accordance with the Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems – Requirements.

.....  
Signed by  
**[Quality Manager]**

**Part B of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (*Quality Management*) and Appendix C.7 of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.10(d)(i)(B) of the Contract, I hereby certify that between the following dates **[Insert dates of preceding sixty (60) Business Day period]**:

- (a) the Contractor's Quality Management System under clause 13.11 (*Quality Management*) and Appendix C.7 of the SWTC was in accordance with AS/NZS ISO 9001-2016 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Contractor's Quality Management System were in accordance with AS/NZS ISO 9001-2016;
- (c) the Contractor complied with and satisfied the requirements of the Principal's General Specification Q6;
- (d) the release of Hold Points was undertaken in accordance with the Project Documents;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the Project Documents; and
- (f) that documentation was recorded and submitted to the Principal and the Independent Certifier in accordance with the Project Documents.

Signed by  
**[Quality Manager]**

**Part C of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (*Quality Management*) and Appendix C.7 of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(i)(C) the Contract, I hereby certify in relation to the Project Works that:

- (a) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;
- (b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 9.10 (*Design Documentation for construction*), [subject to minor Defects as referred to in the Attachment to the Independent Certifier's Notice of Completion dated **[Insert date of Independent Certifier's Notice of Completion – Carriageway Portion]**; ]
- (c) the release of all Hold Points has been undertaken in accordance with the Project Documents; and
- (d) all documentation has been recorded and submitted to the Independent Certifier and the Principal in accordance with the Project Documents.

Signed by  
**[Quality Manager]**

**Part D of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (*Quality Management*) and Appendix C.7 of the SWTC)

To: Principal

From: **[Quality Manager]**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(i)(D) the Contract, I hereby certify that as at the date of expiration of the last Defects Correction Period:

- (a) the release of all Hold Points has been undertaken in accordance with the Project Documents;
- (b) all design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the Project Documents; and
- (c) all documentation has been recorded and submitted to the Independent Certifier and the Principal in accordance with the Project Documents.

Signed by  
**[Quality Manager]**

**Part E of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

To: Principal

From: **[Insert name of Independent Certifier]** (ABN [ ])

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(ii)(A) the Contract, I hereby certify that the Contractor's Quality Management System under clause 13.11 (*Quality Management*) and Appendix C.7 of the SWTC to the deed is in accordance with the Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

Signed by  
**[insert name of Independent Certifier]**

**Part F of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

To: Principal

From: [Insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(ii)(B) of the Contract, I hereby certify that between the following dates **[Insert dates of preceding sixty (60) Business Day period]**:

- (a) the Contractor's quality system under clause 13.11 (*Quality Management*) and Appendix C.7 of the SWTC is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Contractor's Quality Management System are in accordance with AS/NZS ISO 9001;
- (c) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;
- (d) the release of Hold Points has been undertaken in accordance with the Project Documents;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the Project Documents, including the SWTC; and
- (f) that documentation has been recorded and submitted to the Principal in accordance with the Project Documents.

Signed by

[Insert name of Independent Certifier] (ABN [ ]) .....

**Part G of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

To: Principal

From: **[Insert name of Independent Certifier]** (ABN [ ])

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(ii)(C) of the Contract, we hereby certify that as at the date of expiration of the last Defects Correction Period:

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

Signed by  
**[Insert name of Independent Certifier]**

**Part H of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

To: Principal

From: **[Environmental Manager]**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(iii) the Contract, I hereby certify that between the following dates **[Insert dates of preceding eighty-five (85) Business Day period]**:

- (a) the Contractor's Environmental Management System under section 3.3.1 of the SWTC was in accordance with AS/NZS ISO 14001-2016;
- (b) any Subcontractors' Environmental Management Systems which form a part of the Contractor's Environmental Management System were in accordance with AS/NZS ISO 14001-2016;
- (c) the Contractor complied with and satisfied the requirements of the Principal set out in section 3.3.1 of the SWTC and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the Project Documents;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the Project Documents; and
- (f) that documentation was recorded and submitted to the Independent Certifier and the Principal in accordance with the Project Documents.

Signed by  
**[Environmental Manager]**

**Part I of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

**Contractor Design Certificate**

To: Principal

From: **[Contractor]**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(iv) and [clause 9] of the Contract, the Contractor certifies that the attached Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the Contract including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC; and
- (c) does not involve or constitute a Variation which has not been the subject of a Variation Order.

Signed by  
**[Contractor]**

**Part J of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

**Subcontractor Design Certificate**

To: Principal

From: **[Subcontractor]** (ABN **[Insert]**)

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(v) and Appendix C.2 of the SWTC of the Contract, the Subcontractor certifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the Contract including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC, to the extent those requirements are relevant to the Subcontractor's scope of work.

The Subcontractor's liability in respect of a breach of a particular obligation under this certificate will be limited as set out in the Subcontract between the Subcontractor and the Contractor for the execution and completion of the Subcontractor's scope of work.

Signed by  
**[Subcontractor]**

**Part K of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

**Independent Certifier Design Certificate**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(vi) and Appendix C.2 of the SWTC, the Independent Certifier verifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the Contract including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC.

.....  
Signed by  
Independent Certifier

**Part L of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) and Appendix C.7 of the SWTC)

**Proof Engineer's Certificate – Design Documentation**

To: Principal

From: **[Insert Proof Engineer's name]**  
(ABN **[Insert Proof Engineer's ABN]**)  
**(Proof Engineer)**

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.10(d)(vii) and clause 9 of the Contract, we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with the SWTC; and
- (b) certify that those elements of the **[Category 1 Temporary Works] [structures containing complex structure elements]** identified in the attached Design Documentation:
  - (i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the Contract; and
  - (ii) comply with the Scope of Works and Technical Criteria.

.....  
Signed by  
**[Insert Proof Engineer's name]**

**Part M of Schedule B7**

**Warringah Freeway Upgrade (Project)**

(Clause 13.11 (Quality Management) Appendix C.7 of the SWTC)

**Independent Checking Engineer's Certificate – Design Documentation**

To: Principal

From: [Insert Independent Checking Engineer's name]  
(ABN [Insert Independent Checking Engineer's ABN])  
(Independent Checking Engineer)

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and [Contractor] (ABN [Insert]) of [Insert address] (the **Contractor**) dated [Insert] (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(viii) and clause 9 of the Contract, we hereby:

- (a) confirm that we have undertaken the check required under, and in accordance with, the SWTC; and
- (b) confirm that those elements of the Category 2 Temporary Works identified in the attached Category 2 Temporary Works Design Documentation comply with the SWTC.

Signed by  
[Insert Independent Checking Engineer's name]

**Part N of Schedule B7**

**Contractor's Certificate for Landscaping Maintenance**

(Clause 13.11 (*Quality Management*))

To: Principal / Independent Certifier

From: **[Contractor]** (the **Contractor**)

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and **[Contractor]** (ABN **[Insert]**) of **[Insert address]** (the **Contractor**) dated **[Insert]** (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with the terms of clause 13.11(d)(ix) of the Contract, we hereby certify that the Landscaping Maintenance has been completed by the Contractor on **[Insert]** in accordance with the terms and conditions of the Project Documents.

.....  
Signed for and on behalf of  
**[Contractor]**

**Part O of Schedule B7**

**Independent Certifier's Certificate for Landscaping Maintenance**

(Clause 16A.1(d) Landscaping Maintenance)

To: Principal

From: [Insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and [Contractor] (ABN [Insert]) of [Insert address] (the **Contractor**) dated [Insert] (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with clause 16A.1(d) of the Contract, we hereby certify that:

- (a) the Landscaping Maintenance undertaken by the Contractor has been undertaken in accordance with the Contract, including the SWTC; and
- (b) the Landscaping Maintenance has been completed in accordance with the Contract, including the SWTC, and the areas where the Landscaping Maintenance has been performed are ready to be handed over to the Principal, other than the Defects listed below:

Description of relevant Landscaping Maintenance works	Description of Defect	Estimated cost of rectifying Defects

Signed by

[Insert name of Independent Certifier] (ABN [ ])

**Part P of Schedule B7**

**Independent Certifier's Certificate for the correction of Defects**

(Clause 12.3(d)(i))

To: Principal

From: [Insert name of Independent Certifier] (ABN [ ])

This certificate is given in accordance with the "Warringah Freeway Upgrade Incentivised Target Cost Contract" between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and [Contractor] (ABN [Insert]) of [Insert address] (the **Contractor**) dated [Insert] (**Contract**). Words defined in the Contract have the same meaning in this certificate.

In accordance with clause 12.3(d)(i) of the Contract, the Independent Certifier confirms that the following Defect(s) have been corrected in accordance with the Contract:

No.	Description of corrected Defect

Signed by

[Insert name of Independent Certifier] (ABN [ ])

**SCHEDULE B8. – HIGHER SENSITIVITY DEED POLL**

(Clause 21.11(d))



# Transport for NSW

## CONFIDENTIALITY DEED

## DEED DETAILS

### RECIPIENT:

[Insert legal name of Recipient] ACN [insert ACN] of [insert address] (Recipient).

### COMMENCEMENT DATE:

[Insert date this agreement starts]

### APPROVED PURPOSE:

[TfNSW to insert approved purpose]

### NOTICES:

1. **If to TfNSW:**

**Attention:**

---

**Office held:**

---

**Address:**

---

2. **If to the Recipient:**

**Attention:**

---

**Office held:**

---

**Address:**

---

### EXECUTION

**[Note: elect A, B, C or D depending on the status of the other party]**

**A. Where the Recipient is a company:**

Executed as a deed poll by Recipient in accordance with section 127 of the Corporations Act:

---

Director

---

Co Secretary (or 2nd Director)

---

Name printed

---

Name printed

---

Date Signed

**B. Where the Recipient is a sole trader:**

**Executed as a deed poll** by Recipient in the presence of:

---

Signature

---

Signature of witness

---

Name printed

---

Name printed

---

Date Signed

**C. Where the Recipient is a partnership:**

**Executed as a deed poll** by Recipient by each of its partners:

---

Signature of partner

---

Signature of partner

---

Name printed

---

Name printed

---

Date Signed

**D. Where the Recipient is a "sole director" company:**

**Executed as a deed poll** by Recipient in accordance with section 127 of the Corporations Act:

---

Signature of Sole Director and sole Company Secretary

---

Signature of witness

---

Name printed

---

Name printed

---

Date Signed

**COVENANTS BY RECIPIENT IN FAVOUR OF TfNSW**

**1. DICTIONARY AND INTERPRETATION**

**1.1 Definitions**

The following words have these meanings in this deed poll unless the contrary intention appears:

**Approved Purpose** means the approved purpose as set out in the Details.

**Authorised Officer** means a person appointed by the Recipient or by TfNSW to act as an Authorised Officer for the purposes of this deed poll.

**Confidential Information** means all Information obtained by the Recipient from TfNSW or disclosed to the Recipient by TfNSW, any Representative of TfNSW, or any person acting on TfNSW's behalf, for or in connection with the Approved Purpose and all Information created by the Recipient in the course of carrying out the Approved Purpose, including:

- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of TfNSW, or a third party to whom TfNSW owes an obligation of confidentiality;

- (b) information derived or produced partly or wholly from the Information including any calculation, conclusion, summary or computer modelling; and
- (c) trade secrets or information which is capable of protection at law or equity as confidential information,

whether the information:

- (d) was disclosed orally, in writing or in electronic or machine readable form;
- (e) was disclosed or created before, on or after the date of this deed poll;
- (f) was disclosed as a result of discussions between the parties concerning or arising out of the Approved Purpose; or
- (g) was disclosed by TfNSW, any of its Representatives or by a person acting on TfNSW's behalf.

**Details** means the section of this deed poll headed Details.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Excluded Information** means Confidential Information:

- (a) which is in or becomes part of the public domain otherwise than through breach of this deed poll or an obligation of confidence owed to TfNSW;
- (b) which the Recipient can prove by contemporaneous written documentation was already known to it at the time of disclosure by TfNSW, its Representative or a person acting on TfNSW's behalf, unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality; or
- (c) which the Recipient acquires from a source other than TfNSW, a Representative of TfNSW or a person acting on TfNSW's behalf where such source is entitled to disclose it.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**Information** means all information regardless of its Material Form, relating to or developed in connection with:

- (a) the business, technology or other affairs of TfNSW or any other Government Agency;
- (b) the Approved Purpose; or
- (c) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs, (including computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any other information, owned or used by, or licensed to TfNSW or any other Government Agency.

**Material Form** in relation to Information, includes any form (whether visible or not) of storage from which the Information can be reproduced and any form in which the Information is embodied or encoded.

**Personal Information** has the meaning it has in the Privacy and Personal Information Protection Act 1998 (NSW).

**Representative** of TfNSW or the Recipient includes their employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer, contractor or sub-contractor.

**TfNSW** means Transport for NSW (ABN 18 804 239 602) a NSW Government agency constituted under the Transport Administration Act 1988 (NSW).

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in this deed poll to:

- (a) **(variations or replacement)** a document (including this deed poll) includes any variation or replacement of it;
- (b) **(clauses, attachments and schedules)** a clause, attachment or schedule is a reference to a clause in or attachment or schedule to this deed poll;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and

regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them.

- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them and individually;
- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### **1.3    Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience and do not affect the interpretation of this deed poll.

### **1.4    Confidential Information not in public domain**

Confidential Information will not be regarded as being in the public domain by reason only of the fact that some portion of it is public or that information is publicly available which, together with other information, could be used to produce any Confidential Information.

## **2. TERM**

This deed poll commences on the Commencement Date. The obligations of the Recipient survive termination or expiry of this deed poll.

## **3. CONSIDERATION**

The Recipient gives the undertakings in this deed poll in consideration of TfNSW agreeing to disclose and disclosing the Confidential Information or parts of the Confidential Information in accordance with this deed poll.

## **4. DISCLOSURE**

### **4.1 No obligation to disclose information**

Nothing in this deed poll obliges TfNSW, its Representatives or any person acting on TfNSW's behalf to disclose any particular information to the Recipient or its Representatives. TfNSW has an absolute discretion as to the information which it chooses to disclose.

### **4.2 No representations or warranties given**

The Recipient acknowledges that neither TfNSW, nor any of its Representatives, nor any person acting on TfNSW's behalf:

- (a) has made nor makes any representation or warranty, express or implied, as to the accuracy, content, legality or completeness of the Confidential Information;
- (b) is under any obligation to notify the Recipient or provide any further information to the Recipient if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information; or
- (c) has made nor makes any representation or warranty, express or implied that the Confidential Information does not infringe the intellectual property rights or any other right of any person.

### **4.3 Recipient to make its own assessment**

The Recipient agrees and acknowledges that:

- (a) it will rely solely on its own investigations and analysis in evaluating the Information disclosed by TfNSW or its Representatives or any person acting on TfNSW's behalf; and
- (b) any forecasts or estimates in the Information disclosed by TfNSW or its Representatives or any person acting on TfNSW's behalf may not prove correct or be achieved.

#### **4.4 Disclaimer by TfNSW**

Subject to any law to the contrary, and to the maximum extent permitted by law, TfNSW, its Representatives and all persons acting on TfNSW's behalf disclaim all liability for any loss or damage (whether foreseeable or not) suffered by any person using, disclosing or acting on any information disclosed by TfNSW or any of its Representatives or any person acting on TfNSW's behalf, whether the loss or damage arises in connection with any negligence, default or lack of care on the part of TfNSW or any of its Representatives, or any person acting on TfNSW's behalf, or any misrepresentation or any other cause.

### **5. OBLIGATION OF CONFIDENCE**

#### **5.1 Confidential discussions**

The Recipient undertakes not to disclose to any person without the prior written consent of TfNSW or except as it may be required to disclose by any law or order of any Government Agency or the rules of any stock exchange:

- (a) the existence of and contents of this deed poll and any other instruments entered into or to be entered into in connection with this deed poll;
- (b) the contents of any discussions between the parties relating to the Approved Purpose; or
- (c) the fact that any discussions between the parties relating to the Approved Purpose have taken place or will or may take place.

#### **5.2 Recipient to maintain confidence**

The Recipient must:

- (a) maintain the confidential nature of the Confidential Information;

- (b) not, without the prior written consent of TfNSW, disclose any of the Confidential Information to any person other than those of its Representatives who need it for the Approved Purpose;
- (c) not use or disclose or reproduce any of the Confidential Information for any purpose other than the Approved Purpose;
- (d) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and use the same degree of care a prudent person would use to protect that person's confidential information; and
- (e) immediately notify TfNSW of any potential, suspected or actual unauthorised use, copying or disclosure of the Confidential Information.

### **5.3 Recipient to inform TfNSW before disclosure**

Before disclosing any of the Confidential Information to any of its Representatives for the Approved Purpose, the Recipient must:

- (a) inform TfNSW of the name and title of the Representatives to whom it is to be disclosed;
- (b) ensure that each Representative is made fully aware of the confidential nature of all Confidential Information prior to obtaining access to it;
- (c) cause each Representative to sign an undertaking in the form set out in attachment A; and
- (d) deliver the signed undertaking to TfNSW.

### **5.4 Recipient's Representatives leaving its employ**

The Recipient agrees to notify TfNSW promptly if any of its Representatives who have had access to the Confidential Information leave the employ or engagement of the Recipient.

### **5.5 Recipient's control of Confidential Information**

The Recipient's obligation of non-disclosure under this deed poll includes keeping the Confidential Information out of any computer, database, or other electronic means of data or information

storage except for a computer, database, or other electronic means of data or electronic storage exclusively controlled by the Recipient.

## **6. RECIPIENT'S REPRESENTATIVES**

### **6.1 Recipient's responsibility for Representatives' conduct**

The Recipient must procure that its Representatives (whether or not still employed or engaged by the Recipient) do not do or omit to do anything, which if done or omitted to be done by the Recipient, would be a breach of the Recipient's obligations under this deed poll.

### **6.2 Recipient to assist in TfNSW's action**

The Recipient must give TfNSW all assistance it requires to take any action or bring any proceedings for breach of the undertaking delivered under clause 5.3 ("Recipient to inform TfNSW before disclosure").

## **7. ACKNOWLEDGEMENTS**

### **7.1 Confidential Information belongs to TfNSW**

The Recipient acknowledges that:

- (a) the Confidential Information constitutes valuable and proprietary information of TfNSW or its Representatives; and
- (b) this deed poll does not grant to the Recipient any licence or other right in relation to the Confidential Information except as expressly provided in this deed poll.

### **7.2 Injunctive relief**

The Recipient acknowledges that damages are not a sufficient remedy for TfNSW and its Representatives for any breach of this deed poll and TfNSW is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Recipient, in addition to any other remedies available to it at law or in equity.

## **8. INDEMNITY**

### **8.1 Recipient indemnifies TfNSW**

The Recipient undertakes to indemnify TfNSW and its Representatives and all persons acting on TfNSW's behalf, against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:

- (a) any breach by the Recipient of this deed poll; or
- (b) any act or omission by any of its Representatives which, if done or omitted to be done by the Recipient, would be a breach of the Recipient's obligations under this deed poll.

## **8.2 No set-off**

The Recipient undertakes to pay to TfNSW and its Representatives and all persons acting on TfNSW's behalf any sum due under clause 8.1 ("Recipient indemnifies TfNSW") without any deduction or set-off (and irrespective of any counterclaim) whatsoever.

# **9. EXCLUSIONS**

## **9.1 Excluded Information**

Clauses 5.2 ("Recipient to maintain confidence"), 5.3 ("Recipient to inform TfNSW before disclosure"), 5.4 ("Recipient's Representatives leaving its employ") and 5.5 ("Recipient's control of Confidential Information") do not apply to the Excluded Information.

## **9.2 Disclosure required by law**

Subject to compliance with clause 9.3 ("Limitation of disclosure"), this deed poll does not apply to the disclosure of any Confidential Information to the extent that it is required to be disclosed by the Recipient under any law.

## **9.3 Limitation of disclosure**

Before the Recipient discloses any Confidential Information under any law, order or rule of the kind referred to in clause 9.2 ("Disclosure required by law"), the Recipient must provide TfNSW with:

- (a) sufficient notice to enable it to seek a protective order or other remedy; and
- (b) all assistance and co-operation which TfNSW considers necessary to prevent or minimise that disclosure of the Confidential Information.

## **10. RETURN OF CONFIDENTIAL INFORMATION**

### **10.1 Return of Confidential Information**

The Recipient must (at its own expense):

- (a) return to TfNSW or at the option and direction of TfNSW destroy all documents and other materials in any medium in the possession, power or control of the Recipient or any of its Representatives which contain or refer to any Confidential Information (whether or not those documents and other materials were created by TfNSW or its Representatives or any person acting on TfNSW's behalf); and
- (b) delete any Confidential Information that has been entered into a computer, database or other electronic means of data or information storage,

on the earlier of:

- (c) demand by TfNSW; or
- (d) the time the documents and other materials are no longer required for the Approved Purpose.

### **10.2 No release from obligations**

The return, destruction or deletion of the documents and other materials referred to in clause 10.1 ("Return of Confidential Information") does not release the Recipient or its Representatives from their obligations under this deed poll.

## **11. PRIVACY**

The Confidential Information may include Personal Information. In addition to any other obligations it may have under any law or under this deed poll, the Recipient agrees to:

- (a) take all necessary measures to ensure that Personal Information in its possession or control in connection with this deed poll is protected against loss and unauthorised access, use, modification or disclosure; and
- (b) comply with the Privacy and Personal Information Protection Act 1998 (NSW) as though the Recipient were a public sector agency as defined in that Act.

## **12. NOTICES**

### **12.1 Form**

Unless expressly stated otherwise in this deed poll, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed poll ("notices") must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### **12.2 Delivery**

Notices must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- (c) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address then the communication must be to that address.

### **12.3 When effective**

Notices take effect from the time they are received unless a later time is specified in the notice.

### **12.4 Receipt - post**

If sent by post, notices are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

## **13. GENERAL**

### **13.1 Discretion in exercising rights**

TfNSW may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed poll expressly states otherwise.

## **13.2 Partial exercising of rights**

If TfNSW does not exercise a right or remedy fully or at a given time, the it may still exercise it later.

## **13.3 No liability for loss**

TfNSW is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed poll.

## **13.4 Approvals and consents**

By giving its approval or consent TfNSW does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

## **13.5 Remedies cumulative**

The rights and remedies provided in this deed poll are in addition to other rights and remedies given by law independently of this deed poll.

## **13.6 Variation and waiver**

A provision of this deed poll or a right created under it, may not be waived or varied except in writing.

## **13.7 Indemnities**

The indemnities in this deed poll are continuing obligations, independent from the other obligations of the Recipient under this deed poll and continue after this deed poll ends. It is not necessary for TfNSW to incur expense or make payment before enforcing a right of indemnity under this deed poll.

## **13.8 Governing law**

This deed poll is governed by the law in force in New South Wales. The Recipient submits to the exclusive jurisdiction of the courts of New South Wales.

**ATTACHMENT A – (CLAUSE 5.3)**

**CONFIDENTIALITY UNDERTAKING**

**Individual's name:** #insert full name of the employee of the Recipient#

**Approved Purpose:** #insert#

**Confidentiality Deed Poll:** Confidentiality Deed Poll in favour of Transport for NSW ("TfNSW") by Recipient

**Recipient's Name:** #insert name of Recipient#

I, agree for the benefit of TfNSW:

- (a) that the Confidential Information made available to me is confidential to TfNSW;
  - (b) to keep the Confidential Information confidential;
  - (c) only to use it for the Approved Purpose;
  - (d) not to disclose any of the Confidential Information to any person other than:
    - (i) to those who have signed an undertaking in this form; and
    - (ii) who require it for the Approved Purpose,
- unless I have the prior written consent of TfNSW; and
- (e) that I am aware that damages are not a sufficient remedy for TfNSW for any breach of this undertaking and TfNSW is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by me of this undertaking, in addition to any other remedies available to TfNSW at law or in equity.

The Recipient has informed me of the confidentiality obligations under the Confidentiality Deed Poll and of my obligations to maintain confidence. I understand that the Confidential Information is TfNSW's information, know-how, processes and methods and any other information not in the public domain.

**EXECUTED**

Signed .....

..... Date

.....  
Print name

## **PART C – SCOPE AND DESIGN**

## SCHEDULE C1. – SWTC

(Clause 1.1)

The documents set out in the following table, which form this Schedule C1 (SWTC), are contained in Schedule G1 (*Electronic Files*) as electronic files.

Electronic File Reference	Type
Schedule C1 - SWTC Main Body - SWTC	.pdf
A01 WFU Appendix A.1 Project Location - SWTC	.pdf
B01 WFU Appendix B.01 Agreed Exceptions - SWTC	.pdf
B01 WFU Attachment B.1-1 - SWTC	.xlsx
B01 WFU Attachment B.1-2 - SWTC	.pdf
B02 WFU Appendix B.2 Geometric and Road Design Requirements - SWTC	.pdf
B03 WFU Appendix B.3 Cut & Cover Structures and Tunnel Approach-Exit Structures - SWTC	.pdf
B04 WFU Appendix B.4 Bridges and Structures - SWTC	.pdf
B05 WFU Appendix B.5 Geotechnical Performance and Design Requirements - SWTC	.pdf
B06 WFU Appendix B.6 Pavements - SWTC	.pdf
B07 WFU Appendix B.7 Drainage - SWTC	.pdf
B08 WFU Appendix B.8 Signposting Delineation and Roadside Features - SWTC	.pdf
B09 WFU Appendix B.9 Traffic Control Signals - SWTC	.pdf
B10 WFU Appendix B.10 Toll Collection System - SWTC	.pdf
B11 WFU Appendix B.11 Urban Design - SWTC	.pdf
B13 WFU Appendix B.13 Asset Items and Sub-Items Specified Design Lives - SWTC	.pdf
B14 WFU Appendix B.14 Requirements for System Engineering Management - SWTC	.pdf
B16 WFU Appendix B.16 Intelligent Transport Systems - SWTC	.pdf
B17 WFU Appendix B.17 Lighting - SWTC	.pdf
B18 WFU Appendix B.18 Traffic and Transport Performance Requirements - SWTC	.pdf
B30 WFU Appendix B.30 Enabling Works for WHT and BL - SWTC	.pdf
B34 WFU Appendix B.34 Key External Interfaces - SWTC	.pdf
B39 WFU Appendix B.39 Utility Service Works - SWTC	.pdf

B40 WFU Appendix B.40 Non-Contestable Utilities Work - SWTC	.pdf
C01 WFU Appendix C.1 Project Plan Requirements - SWTC	.pdf
C02 WFU Appendix C.2 Contractor Documentation Schedule - SWTC	.pdf
C03 WFU Appendix C.3 Principal and IC Facilities - SWTC	.pdf
C04 WFU Appendix C.4 Road Occupancy and Site Access Requirements - SWTC	.pdf
C05 WFU Appendix C.5 Traffic and Transport Management Requirements - SWTC	.pdf
C06 WFU Appendix C.6 Maintenance of State Roads and Local Roads - SWTC	.pdf
C07 WFU Appendix C.7 Quality and Project Verification - SWTC	.pdf
C08 WFU Appendix C.8 Digital Engineering Requirements - SWTC	.pdf
C08 WFU Attachment C.8-4 Project Data Schemas (Table C.8-3) - SWTC	.zip
D01 WFU Appendix D.1 Additional Environmental Requirements - SWTC	.pdf
D02 WFU Appendix D.2 CSCE Requirements - SWTC	.pdf
D03 WFU Appendix D.3 Classification of Codes and Standards - SWTC	.pdf
D04 WFU Appendix D.4 Codes and Standards and Specifications - SWTC	.pdf
D04 WFU Appendix D.4 - TfNSW Specifications	
<b>SWTC Appendix D.4 - TfNSW Specifications - Table D.4-1</b>	
D&C G10	.pdf
D&C G22	.pdf
D&C G36	.pdf
D&C G38	.pdf
D&C G4	.pdf
D&C G40	.pdf
D&C G7	.pdf
D&C G71	.pdf
D&C Q6	.pdf
<b>SWTC Appendix D.4 - TfNSW Specifications - Table D.4-2</b>	
D&C R101	.pdf
D&C R106	.pdf
D&C R107	.pdf
D&C R11	.pdf

D&C R110	.pdf
D&C R111	.pdf
D&C R116	.pdf
D&C R121	.pdf
D&C R126	.pdf
D&C R131	.pdf
D&C R132	.pdf
D&C R142	.pdf
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D&C R15	.pdf
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D&C R204	.pdf
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D&C R24	.pdf
D&C R271	.pdf
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D&C R71	.pdf
D&C R73	.pdf
D&C R81	.pdf
D&C R82	.pdf
D&C R83	.pdf
D&C R90	.pdf
D&C R93	.pdf
QA R302	.pdf
QA R303	.pdf
QA R304	.pdf
QA R305	.pdf
QA R312	.pdf
QA R313	.pdf
QA R315	.pdf
QA R316	.pdf
QA R317	.pdf
QA R320	.pdf
QA R321	.pdf

QA R322	.pdf
<b>SWTC Appendix D.4 – TfNSW Specifications – Table D.4-3</b>	
D&C B110	.pdf
D&C B113	.pdf
D&C B114	.pdf
D&C B115	.pdf
D&C B150	.pdf
D&C B153	.pdf
D&C B170	.pdf
D&C B201	.pdf
D&C B203	.pdf
D&C B220	.pdf
D&C B240	.pdf
D&C B242	.pdf
D&C B245	.pdf
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D&C B261	.pdf
D&C B264	.pdf
D&C B280	.pdf
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D&C B50	.pdf
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D&C B57	.pdf
D&C B58	.pdf
D&C B59	.pdf
D&C B61	.pdf
D&C B63	.pdf
D&C B80	.pdf
D&C B82	.pdf
<b>SWTC Appendix D.4 - TfNSW Specifications - Table D.4-4</b>	
D&C 3051	.pdf
D&C 3071	.pdf
D&C 3151	.pdf
D&C 3152	.pdf
D&C 3153	.pdf
D&C 3154	.pdf
D&C 3204	.pdf
D&C 3211	.pdf
D&C 3221	.pdf
D&C 3222	.pdf
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D&C 3552	.pdf
D&C 3553	.pdf
D&C 3555	.pdf
D&C 3556	.pdf
D&C 3557	.pdf
D&C 3580	.pdf
D&C 3651	.pdf
D&C 3851	.pdf
<b>SWTC Appendix D.4 – TfNSW Specifications – Table D.4-5</b>	
3201	.pdf

3266	.pdf
D&C TS101	.pdf
D&C TS901	.pdf
D&C TS902	.pdf
D&C TS912	.pdf
D&C TS914	.pdf
D&C TS915	.pdf
D&C TS917	.pdf
D&C TS918	.pdf
G6 315	.pdf
G6-316	.pdf
G6-317	.pdf
ITS-SSD-LABELS-001	.pdf
M1	.pdf
M208	.pdf
M209	.pdf
M211	.pdf
M212	.pdf
M213	.pdf
M214	.pdf
M215	.pdf
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M620	.pdf
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M773	.pdf
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M782	.pdf
M783	.pdf
M787	.pdf
M788	.pdf
ts-tn-019	.pdf
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ts-tn-021	.pdf
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ts-tn-026	.pdf
ts-tn-027	.pdf
TS020	.pdf
TS104	.pdf
TS105	.pdf
TS106	.pdf
TS107	.pdf
TS108	.pdf
TS200	.pdf
TS201	.pdf
TS202	.pdf
tsi-sp-003	.pdf
TSI-SP-006-TMC	.pdf
tsi-sp-008	.pdf
tsi-sp-011	.pdf
tsi-sp-012	.pdf
tsi-sp-016	.pdf

TSI-SP-026	.pdf
tsi-sp-034	.pdf
tsi-sp-038	.pdf
tsi-sp-041	.pdf
tsi-sp-042	.pdf
tsi-sp-043	.pdf
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tsi-sp-046	.pdf
tsi-sp-048	.pdf
tsi-sp-049	.pdf
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TSI-SP-061	.pdf
tsi-sp-062	.pdf
tsi-sp-063	.pdf
tsi-sp-064	.pdf
tsi-sp-066	.pdf
tsi-sp-067	.pdf
tsi-sp-069	.pdf
tsi-sp-071	.pdf
tsi-sp-072	.pdf
tsi-sp-076	.pdf
VC005-33	.pdf
D05 WFU Appendix D.5 Sustainability Requirements - SWTC	.pdf
E01 WFU Appendix E.1 Principal Items of Infrastructure - SWTC	.pdf

E02 WFU Appendix E.2 Property Works - SWTC	.pdf
E03 WFU Appendix E.03 Contractor Concept Design - SWTC	.pdf
E04 WFU Appendix E.04 Contractor Urban and Landscape Design - SWTC	.pdf
E05 WFU Appendix E.5 Contractor Specifications - SWTC	.pdf
<b>SWTC Appendix E.7 Initial Construction Environmental Management Plan</b>	
00 Appendix E.7 Cover Sheet	.pdf
<b>01 Construction Environmental Management Plan</b>	
01 Appendix E.7 Initial Construction Environmental Management Plan	.docx
<b>Construction Environmental Management Plan - Sub Plans</b>	
Traffic, Transport and Access Management Plan - SubPlan	.docx
01.03.22.01.02.02.01 10 Division 5.2 Appendix B2 -	.docx
01.03.22.01.02.02.02 App A1 - Guide 1 Pre-clearing	.pdf
01.03.22.01.02.02.03 App A2 - Permit to Clear Land	.docx
01.03.22.01.02.03.01 08 Appendix B3 - NVMP (App	.pdf
01.03.22.01.02.03.04 11 Division 5.2 Appendix	.docx
01.03.22.01.02.03.05 Appendic C_Oot of Hours W	.docx
01.03.22.01.02.04.01 12 Division 5.2 Appendix B4 -	.docx
01.03.22.01.02.04.03 App B1 - WFU Dewatering Proced	.docx
01.03.22.01.02.04.04 App B1a - Permit to Dewater	.docx
01.03.22.01.02.04.05 App B2 - WFU Stockpile Managem	.docx
01.03.22.01.02.04.06 App B3 - TfNSW Tannin Managemen	.pdf
01.03.22.01.02.04.07 App C - Surface Water Quality	.docx
01.03.22.01.02.04.08 App D - Groundwater Management	.docx
01.03.22.01.02.05.01 13 Division 5.2 Appendix B5 - HMP -	.docx
01.03.22.01.02.05.03 Appendix A unexpected-heritage-items-	.pdf
01.03.22.01.02.06.01 14 Division 5.2 Appendi	.docx
01.03.22.01.02.06.03 Appendix A_Air Quality	.docx
<b>Construction Environmental Management Plan - Appendices</b>	
01.03.22.01.01.01 02 Division 5.2 Appendix A1- Legal and Compliance Tracking RevB	.docx

01.03.22.01.01.03 03 Division 5.2 Appendix A2 - Aspects and Impacts Register Rev0	.docx
01.03.22.01.01.04 04 Division 5.2 Appendix A3 - Environmental Policy Rev0	.docx
01.03.22.01.01.06 05 Division 5.2 Appendix A4 - Document register	.docx
01.03.22.01.01.07 06 Division 5.2 Appendix A5 - Sensitive Area Plans	.pdf
01.03.22.01.01.08 07 Division 5.2 Appendix A6 - Roads and Maritime Incident Procedure	.docx
01.03.22.01.01.09 08 Division 5.2 Appendix A7 - Site Inspection Template	.docx
01.03.22.01.01.10 09 Division 5.2 Appendix A8 - Location of Waste Facilities	.docx
01.03.22.01.01.11 10 Division 5.2 Appendix A9 - Waste register	.docx
<b>02 Site Establishment Management Plan</b>	
Appendix E.7 Ancillary Establishment Management Plan - Subplan	.docx
E08 WFU Appendix E.8 Design Management Plan - SWTC	.pdf
E09 WFU Appendix E.9 Initial Construction Management Plan - SWTC	.pdf
E10 WFU Appendix E.10 Initial Traffic Management and Safety Plan - SWTC	.pdf
E11 WFU Appendix E.11 Initial Communication Strategy - SWTC	.pdf
E12 WFU Appendix E.12 Initial Enabling Works Management Plan - SWTC	.pdf
E13 WFU Appendix E.13 Initial Workplace Development Management Plan - SWTC	.pdf
E14 WFU Appendix E.14 Initial COVID-19 Management Plan - SWTC	.pdf
E15 WFU Appendix E.15 Initial Workplace Relations Management Plan - SWTC	.pdf
F03 WFU Appendix F.3 Maintenance Requirements - SWTC	.pdf

## SCHEDULE C2. – PROVISIONAL SUM WORK

(clauses 1.1 and 11.16)

Item Number	Provisional Sum Work	Description of Provisional Sum Work	Amount allowed for Provisional Sum Work at the date of the Deed
PS1	Non-Contestable Utilities Works	The Non-Contestable Utilities Works specified in section 2 of Appendix B.40 of the SWTC, provided that the relevant Provisional Sum Work is limited to the work carried out by the relevant Utility Service provider, and does not include any Preliminaries carried out by the Contractor in connection with that work.	[REDACTED]
PS2	Existing Assets and Pavements – Condition Reports	The activities specified in section 5.8.2(d)(iii) of the Main Body of the SWTC, excluding any activities that are covered by section 5.8.2(d)(iii) of the SWTC that are otherwise required elsewhere in the deed	[REDACTED]

## SCHEDULE C3. – POST COMPLETION ACTIVITIES

(Clause 1.1, 16A)

### Part A: Landscaping Maintenance

The Landscaping Maintenance comprises the landscaping maintenance activities in accordance with Appendix F.3 of the SWTC during the Landscaping Maintenance Period with respect to the Carriageway Portion.

### Part B: Optional Post Completion Activities

1. The Optional Post Completion Activities comprise maintenance of Handover Portions after the Dates of Completion of the Handover Portions.
2. If the Principal directs the Contractor to undertake Optional Post Completion Activities in respect of a Handover Portion, the Contractor must carry out those Optional Post Completion Activities in accordance with the O&M Manual (as defined in the SWTC) and the other relevant Asset Management Information.
3. The Contractor must ensure that the O&M Manual (as defined in the SWTC) includes:
  - (a) the minimum activities listed in the table below;
  - (b) the rectification or repair of any issues identified as part of the inspections referred to in the table below; and
  - (c) any other activities necessary to ensure the Handover Portions are maintained in accordance with the SWTC, Law, Good Industry Practice and relevant manufacturer's warranties.

Portion	Maintenance items	
	Asset Type	Maintenance Activity
<b>Handover Portion 1: Cammeray Golf Course (WHT)</b>	<b>Surface Drainage</b>	<ul style="list-style-type: none"><li>• Inspections are needed when an event, incident or defect that is hazardous or potentially hazardous is reported or identified.</li><li>• Undertake inspections following heavy rain and storms.</li><li>• Inspect pits for structural integrity and flow obstructions.</li><li>• Inspect sub-surface drains.</li></ul>
	<b>Landscaping</b>	<ul style="list-style-type: none"><li>• Weed control</li><li>• Mowing, pruning and mulching</li><li>• Pest and disease control</li><li>• Watering and maintenance of irrigation systems</li></ul>
<b>Handover Portion 2: Berry Street North</b>	<b>Surface Drainage</b>	<ul style="list-style-type: none"><li>• Inspections are needed when an event, incident or defect that is hazardous or potentially hazardous is reported or identified.</li><li>• Undertake inspections following heavy rain and storms.</li><li>• Inspect pits for structural integrity and flow obstructions.</li></ul>

Portion	Maintenance items	
	Asset Type	Maintenance Activity
		<ul style="list-style-type: none"> <li>Inspect sub-surface drains.</li> </ul>
<b>Handover Portion 3: Ridge Street North</b>	<b>Surface Drainage</b>	<ul style="list-style-type: none"> <li>Inspections are needed when an event, incident or defect that is hazardous or potentially hazardous is reported or identified.</li> <li>Undertake inspections following heavy rain and storms.</li> <li>Inspect pits for structural integrity and flow obstructions.</li> <li>Inspect sub-surface drains.</li> </ul>
<b>Handover Portion 4: WHT Portal</b>	<b>Pumping and Drainage</b>	<ul style="list-style-type: none"> <li>Checking of pumping equipment termination, cables connections and valves.</li> <li>Draining and cleaning out of sumps and water quality devices.</li> <li>Inspection and cleaning of road and groundwater drainage collection systems.</li> <li>Cleaning out of pumps, valves and pipework.</li> <li>Servicing, repair, refurbishment and replacement of pumps, drive motors, pipes, valves and sensors.</li> <li>Testing and maintenance of pump and valve control devices.</li> <li>Draining and cleaning of bio-retention facilities and settlement ponds.</li> </ul>
	<b>Surface Drainage</b>	<ul style="list-style-type: none"> <li>Inspections are needed when an event, incident or defect that is hazardous or potentially hazardous is reported or identified.</li> <li>Undertake inspections following heavy rain and storms.</li> <li>Inspect pits for structural integrity and flow obstructions.</li> <li>Inspect sub-surface drains.</li> </ul>
	<b>Landscaping</b>	<ul style="list-style-type: none"> <li>Weed control</li> <li>Mowing, pruning and mulching</li> <li>Pest and disease control</li> <li>Watering and maintenance of irrigation systems</li> </ul>
	<b>Bridge Structures, including retaining walls</b>	<ul style="list-style-type: none"> <li>Regular inspections of bridge structures (including retaining walls), drainage and linings to ensure structural integrity and groundwater control.</li> <li>Regular testing of pulling, lifting and anchor points attached to the structure to ensure the</li> </ul>

Portion	Maintenance items	
	Asset Type	Maintenance Activity
		safety of maintenance personnel during maintenance/replacement activities.
<b>Handover Portion 5: Ventilation Outlet and Ernest St Bridge</b>	<b>Surface Drainage</b>	<ul style="list-style-type: none"> <li>• Inspections are needed when an event, incident or defect that is hazardous or potentially hazardous is reported or identified.</li> <li>• Undertake inspections following heavy rain and storms.</li> <li>• Inspect pits for structural integrity and flow obstructions.</li> <li>• Inspect sub-surface drains.</li> </ul>
	<b>Landscaping</b>	<ul style="list-style-type: none"> <li>• Weed control</li> <li>• Mowing, pruning and mulching</li> <li>• Pest and disease control</li> <li>• Watering and maintenance of irrigation systems</li> </ul>
<b>Handover Portion 6: BL Portal and tie in</b>	<b>Bridge Structures, including retaining walls</b>	<ul style="list-style-type: none"> <li>• Regular inspections of bridge structures (including retaining walls), drainage and linings to ensure structural integrity and groundwater control.</li> </ul>
<b>Handover Portion 7: WHT tie-in</b>	<b>Surface Drainage</b>	<ul style="list-style-type: none"> <li>• Inspections are needed when an event, incident or defect that is hazardous or potentially hazardous is reported or identified.</li> <li>• Undertake inspections following heavy rain and storms.</li> <li>• Inspect pits for structural integrity and flow obstructions.</li> <li>• Inspect sub-surface drains.</li> </ul>
<b>Handover Portion 8: Cammeray Golf Course (BL Stage 1)</b>	Not applicable	
<b>Handover Portion 9: Cammeray Golf Course (BL Stage 2)</b>	Not applicable	
<b>Carriageway Portion</b>	Not applicable	

## SCHEDULE C4. – EARLY UTILITIES WORKS

(Clause 1.1, 7.8(a)(ii) and 7.14(c))

### 1 INTRODUCTION AND GENERAL

This Schedule C4 identifies and describes:

- (a) the scope of the Early Utilities Works; and
- (b) certain elements of work the Contractor will need to undertake in relation to the Utility Services as part of performing the Contractor's Activities.

### 2 EARLY UTILITY WORKS DRAWINGS

The following drawings referred to in Table 1 (**Early Utility Works Drawings**), and which form part of this Schedule C4 (*Early Utilities Drawings*), are contained in Schedule G1 (*Electronic Files*) as electronic files.

**Table 1** Early Utility Works Drawings

	Drawing number	Revision	Date	Drawing Title (number of sheets)	Electronic File Reference	Type
<b>Package A</b>						
Ausgrid - Electrical AN-13186	02	09/03/21 - Submission date to Ausgrid	Ausgrid Asset Relocation Works Alfred Street AN-13186- 15 Sheets	AN13186 - 20210309 - Design Amd 0 Certified	.pdf	
Sydney Water - Sewer 172628WW	04	01/12/20 - Revision Date	Case No. 172628WW- 2 Sheets	172628ww[4]	.pdf	
<b>Package B</b>						
03_WP12B_ITSCHECKPRINT_20210804	01	04/08/21 - Revision Date	Western Harbour Tunnel and Beaches Link Warringah Freeway Upgrade Early Works Package B ITS - 19 Sheets	WP12B_IFC_ITSCHEC KPRINT_20210804	.pdf	

04_WP12B_FLS_COMBINED	00	03/05/21 - Revision Date	Western Harbour Tunnel and Beaches Link Warringah Freeway Upgrade Early Works Package B Fire Hydrant Booster Relocations - 12 Sheets	04_WP12B_FLS_COMB INED_20210503 .pdf
EL-0000	03	06/05/21 - Issue Date	Sydney Harbour Tunnel 415V Relocation Works North Sydney Electrical Services- 4 Sheets	SHT 415V- 20210506_Rev_3 .pdf
Ausgrid Arthur St - AN-13802	00	04/12/20 - Submission date to Ausgrid	Ausgrid Asset Relocations for RMS Road Alignment / Widening Works Arthur Street West, North Sydney - 12 sheets	AN-13802 - 20201217 - Design Plan Amd0 Certification .pdf
Ausgrid Construction Power - AN-13642	01	26/04/20 - Submission date to Ausgrid	Install HVC CP.79708 & 79980 Ernest Street Cammeray AN- 13642 - 7 Sheets	AN13642_ParkAvenueC remorneCammeray_20 210426 .pdf
Ausgrid Ernest St - AN-13812	02	28/04/21 - Submission date to Ausgrid	Ausgrid Asset Relocation Works at Utility Tunnel & Ernest Street AN- 13812- 31 Sheets	AN13812 - 20210513 - Design Plan Amd 2 Certified .pdf
Sydney Water - Sewer North - 172625WW	04	11/02/21 - Revision Date	Case No. 172625WW- 5 Sheets	172625ww[4] .pdf
Sydney Water - Sewer South - 173917WW	03	18/02/21 - Revision Date	Case No. 173917WW- 2 Sheets	173917ww[3] .pdf
Sydney Water - Water Stage 1 - 172630PW	05	21/12/20 - Revision Date	Case No. 172630PW - 9 Sheets	172630pw[5] .pdf
<b>Telecommunication Designs Package A &amp; B</b>				
Asset Relocation Process – Site Analysis and Solution Design Verizon Network assets at Arthur Street Park WaveLength	Document Ref: VER-NAI- SD-TFNSW- 200430-2 Pages 7 to 13	PDF File Name: Arthur Street Appendix 2_Verizon - Network Asset Impact - TFNSW - Sydney Harbour Tunnel - Arthur ..._Redacted - 7 Sheet	Arthur Street Appendix 2_Verizon - Network Asset Impact - TFNSW - Sydney Harbour Tunnel - Arthur ..._Redacted	.pdf

Optus Combined PDF PD4 Alfred St N - Drawing Title: NSW (SYD) - FIBRE NETWORK INT. BENT ST & ALFRED ST NORTH SYDNEY NSW FIBRE CABLE ROUTE	PD4	08/05/20 - Revision Date	PDF File Name: EOP1055212 PD4 - 5 Sheets	.pdf
Optus P1060990 PD6 Whaling St North Sydney - Relocation Combined PDF - Drawing Title: NSW (SYD) - FIBRE NETWORK INT. ALFRED ST NORTH, HIGH ST, WHALING ST & MOUNT ST SYDNEY NSW FIBRE CABLE ROUTE	PD6	14/05/20 - Revision Date	PDF File Name: EOP1055212 PD6-Markup	.pdf
Facility Relocation Agreement SCHEDULE 2 Schematics AAPT A TPG Telecom Company		PDF File Name: FOAR 2923 - 1 Sheet	FOAR 2923	.pdf
Reference: NBN-00081875 Attachment A Proposed Relocation Solutions Warringah Freeway		PDF File Name: NBN-00081875 - NBN Offer - Western Harbour Tunnel & Beaches Link Warringah Freeway Upgrade NSW - 3 Sheets	NBN-00081875 - NBN Offer - Western Harbour Tunnel & Beaches Link Warringah Freeway Upgrade NSW	.pdf
Reference: NBN-00081875 Attachment A Proposed Relocation Solutions Pacific Highway		PDF File Name: NBN81875 - 1 Sheet	NBN81875	.pdf
UECOMM		PDF File Name: NFOPS20-026 Cammeray Appendix 2_UeComm CGC- 4 sheets	NFOPS20-026 Cammeray Appendix 2_UeComm CGC	.pdf
Vocus	30/03/20	PDF File Name: RW00975 Southern Cross relocation plan- 3 Sheets	RW00975 Southern Cross relocation plan	.pdf

Telstra Network Impacts - S.I. 2266687/03	7	09/12/20	PDF File Name: SI2266687-03[07] Schedule 2 – Attachment 2 – CC and DA Plans – Issue 7- dated 09-12-2020- 10 Sheets	SI2266687-03[07] Schedule 2 – Attachment 2 – CC and DA Plans – Issue 7 – dated 09-12-2020 .pdf
Telstra Network Impacts - S.I. 2266687/03	7	09/12/20	PDF File Name: SI2206687-03- Schedule 2 – Arthur st- 9 Sheets	SI2206687-03- Schedule 2 – Arthur st .pdf
Telstra - RO_1557_KRM		23/03/21	PDF File Name: WB55ADDR01 - Completion Map- 6 Sheets	WB55ADDR01 - Completion Map .pdf

### 3 SCOPE OF EARLY UTILITIES WORKS

- 3.1 The scope and extent of the Early Utilities Works is set out in the Early Works Utility Drawings listed in Table 1.
- 3.2 Without limiting the Contractor's obligations in respect of the Utility Services as set out in clause 7.14:
- (a) in respect of the communications utility conduits:
    - i. the Contractor acknowledges and agrees that:
      - A. the communications utility conduits which have been made redundant as part of the Early Utilities Works will only be removed as part of the Early Utilities Works where the conduit conflicts with other Early Utilities Works and is required to be removed to complete the Early Utilities Works; and
      - B. the communication pits and manholes will be removed or demolished to the existing subgrade level and then backfilled as part of the Early Utilities Works, to the extent that clause 3.2(a)(i)(A) above applies; and
    - ii. the Contractor must otherwise remove any abandoned conduits which are not removed as part of the Early Utilities Works (noting that the utility cable will either be capped if direct buried or removed from the conduit as shown on the Early Works Utility Drawings);
  - (b) in respect of the electrical direct buried cables and conduits:
    - i. the Contractor acknowledges and agrees that electrical direct buried cables and conduits which have been made redundant as part of the Early Utilities Works will only be removed as part of the Early Utilities Works where the direct buried cable or conduit conflicts with other Early Utilities Works and is required to be removed to complete the Early Utilities Works; and
    - ii. the Contractor must otherwise remove any abandoned electrical direct buried cables and conduits which are not removed as part of the Early Utilities Works (noting that the utility cable will be removed from the conduit where shown on the Early Utility Works Drawings);
  - (c) in respect of the Warringah Freeway Utility Tunnel north of Ernest Street (the **Utility Tunnel**):

- i. the Contractor acknowledges and agrees that the Utility Tunnel and redundant utility assets within the Utility Tunnel will not be removed as part of the Early Utilities Works; and
  - ii. the Contractor must remove any abandoned utility assets within the Utility Tunnel (noting that any redundant utility assets will be cut and isolated as part of the Early Utilities Works);
- (d) in respect of the sewer utilities:
- i. the Contractor acknowledges and agrees that the existing sewer assets which have been made redundant as part of the Early Utilities Works will be disused and:
    - A. the disused sewer lines will be grout filled and remain in-ground; and
    - B. the top 1.5m of disused sewer manholes will be demolished and removed, and any remaining portion of the manholes will be sand filled and left in-ground; and  - ii. the Contractor must otherwise remove any disused sewer utility assets which are not removed as part of the Early Utilities Works and remain in-ground to the extent as required to complete the Contractors Activities;
- (e) in respect of the water main assets:
- i. the Contractor acknowledges and agrees that the portion of existing water mains crossing Anzac Avenue Reserve and Cammeray Park/Cammeray Golf Course which have been made redundant as part of the Early Utilities Works will be disused, grout filled and remain in-ground (noting that the disused pipes in Anzac Park are to remain and will be subject to a Deed of transfer being completed/positive Covenant being created as required by Sydney Water by the Early Utilities Works, to avoid disturbance of the community garden); and
  - ii. the Contractor must otherwise remove any disused water main assets which are not removed and remain in-ground as part of the Early Utilities Works (noting that the section of disused mains within the Utility will be isolated and not be grout filled, to allow removal as noted in 3.2(c)(ii) above);
- (f) in respect of the respective communication assets crossing from Sydney Harbour Tunnel along High Street bridge and through Arthur Street Park (bounded by Arthur St/High Street/Mount Street/Warringah Freeway):
- i. (the Contractor acknowledges and agrees that the existing assets (including existing conduits and cables) will be relocated to a new location between the reference design retaining wall and proposed High Street bridge abutment as part to the Early Utility Works; and
  - ii. the Contractor must otherwise carry out any permanent or temporary protection treatments required for the Utility Services in respect of any relocated, re-laid or migrated Utility Services and also any existing or remaining Utility Services; and
- (g) in respect of the Intelligent Transport Systems (**ITS**):
- i. the Contractor acknowledges and agrees that:
    - A. there are no ITS infrastructure adjustments or relocations being completed as part of the Early Utilities Works;
    - B. the Early Utilities Works only involves enabling 'civil and building works' for the future Ernest Street Node relocation to be undertaken by the Contractor; and
    - C. there are no enabling works associated with the ITS nodes at High Street or Ridge Street being undertaken as part of the Early Utilities Works; and  - ii. the Early Utilities Works enabling scope for the Ernest Street Node relocation includes the design and construction of the following only (as setout in the ITS drawings listed in Table 1):

- A.
- Anzac Avenue Reserve Node building:
1. a new communication node building located at the south-east corner of Anzac Avenue Reserve near the end of Cammeray Ave (Anzac Avenue Reserve Node);
  2. the node building will be a pre-fabricated node cabin building structure;
  3. the node building will be sized to house ten (10) ITS equipment cabinets (to be designed, supplied and installed by the Contractor):
    - a. Four (4) x cabinets for TfNSW equipment;
    - b. One (1) x cabinet for WHT equipment;
    - c. One (1) x cabinet for BL equipment; and
    - d. Four (4) x cabinets for Electronic Lane Control System (ELCS) equipment, (ITS equipment to be relocated from the existing Ernest Street communications node by the Contractor);
  4. the node building will be installed with the following:
    - a. One (1) x Essential Distribution Board with UPS backup;
    - b. One (1) x Non-essential Distribution Board;
    - c. One (1) x UPS rack;
    - d. One (1) x Battery cabinet;
    - e. Five (5) x 10A GPO outlets distributed around the room;
    - f. One (1) x Engineers workstation. A RJ45 wall outlet will be provided at the workstation for network connectivity;
    - g. Four (4) x spare enclosures for future use – one of these four enclosures will be used to house a Programmable Logic Controller (PLC) and Remote I/O's to interface with the Heating, Ventilating and Air-Conditioning (HVAC) system and on-site generator in order to monitor room temperature, start the generator in case of mains power failure and monitor faults in the HVAC system;
    - h. An active HVAC system with dual/redundant air conditioning units;
    - i. An Uninterruptible Power Supply (UPS) (2-hour backup power to the essential distribution board);
    - j. A permanent generator;
    - k. Socket outlet on the external wall for temporary generator connections; and
    - l. LED indoor and outdoor lighting;
  5. the node building will be located within a 1.8m high security (pipe, chain link and barb wire) fenced compound (Anzac Avenue Reserve Node Compound);
  6. the node building will have electronic access and one CCTV security camera providing coverage of the front door to the node building and gate to the fenced compound; and Conduits:
    1. Permanent ITS communication and electrical conduits along Cammeray Ave only between the new Anzac Avenue Reserve Node Compound to permanent interface pits in Anzac Park (near Ernest St);

2. Temporary ITS communications conduits south from the permanent interface pits in Anzac Park to TfNSW communication backbone conduits and Lane Cove Tunnel Military Road E-Ramps (LCT MRE) conduit at Falcon Street bridge;
  3. Temporary ITS communication conduits north from the permanent Anzac Avenue Reserve Node Compound to the TfNSW communication backbone conduits near Miller St Bridge; and
  4. associated temporary intermediate pits and with a temporary conduit connection at existing pits in the TfNSW communication backbone conduits; and
- iii. the Contractor must otherwise complete all ITS works not shown on the Early Works Utility Drawings in relation to the Ernest Street Node.

- 3.3 The treatment of each Utility Service as part of the Early Utilities Works is set out in Table 2 below. A reference in the column labelled "Treatment of Utility Services" to:

- (a) "Relocate" means that the Utility Service will be moved to another location and removed from its existing location; and  
 (b) "Make redundant" means that the Utility Service will be re-laid in another location, with the existing Utility Service left in place as a redundant service.

**Table 2 Treatment of Utility Services**

Package of Early Utilities Works	Utility Service Reference	Utility Owner	Utility Description	Treatment of Utility Service	Temporary or permanent restoration
Package A - Alfred Street North	E4040	Ausgrid	Ausgrid Electricity overhead power 415V along eastern side of Alfred Street North	Relocate	Temporary
Package A - Alfred Street North	E4044	Ausgrid	Ausgrid Electricity distribution network along eastern side of Alfred Street North from Ridge St pedestrian bridge to Merlin St.	Relocate	Temporary
Package A - Alfred Street North	S4025	Sydney Water	Sydney Water Sewer 225mm along Alfred Street North affected by Alfred St North road narrowing from Ridge Street pedestrian Bridge to Rose Avenue including bore.	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package A - Alfred Street North	C4011	Optus	Optus IOF through Optus owned conduit along Alfred Street affected by part road realignment work at Alfred Street North - includes optic fibre pull between nodes	Relocate	Temporary
Package A - Alfred Street North	C4038	Telstra	Telstra Comms, 3x100AC underground CC network crosses Alfred Street North, affected by works for new Ridge Street Bridge on Alfred Street North	Relocate	Temporary
Package A - Alfred Street North	C4054	NBN	NBN Comms along western side of Alfred Street North, affected by surface works and new Ridge Street Pedestrian Bridge	Relocate	Temporary
Package A - Alfred Street North	C4012	Optus	Southern Cross Major Fibre affected by proposed road and ramp re-configuration and widening works	Relocate	Temporary
Package A - Alfred Street North	C4063	Telstra	Communications CC network along western side of Alfred Street North affected by Ridge St pedestrian bridge (refer asset ID C4038 for road crossing)	Relocate	Temporary
Package A - Alfred Street North	C4112	Telstra	Telstra Comms, combination of DA and CC network along eastern side of Alfred Street North, affected by road narrowing of Alfred Street	Relocate	Temporary
Package A - Alfred Street North	C4113	Optus	Optus Comms overhead cable mounted on Ausgrid poles along eastern side of Alfred Street North, affected by road narrowing at Alfred	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package A - Alfred Street North	C4125	NBN	Street North. Includes undergrounding.		
Package A - Alfred Street North	C4129	Optus	NBN from existing Telstra conduits into relocated Telstra conduits eastern footpath Alfred St North.	Relocate	Temporary
Package A - Alfred Street North	C4130	Optus	Underground IOF fibre into new single 100mm dia duct with Optus relay in eastern footpath Alfred St North.	Relocate	Temporary
Package A - Alfred Street North	C4140	Vocus	Vocus cable in Optus/ Southern Cross conduit	Relocate	Temporary
Package B - Alfred Street North	4134	TPG	TPG fibre into new single 100mm dia duct in eastern footpath Alfred St North.	Relocate	Temporary
Package B - Cammeray	C4016	Uecomm	Uecomm cabling in Ernest Street Utility Tunnel crossing under Warringah Freeway from Cammeray Avenue to Cammeray Golf Course.	Relocate	Temporary
Package B - Cammeray	E4010	Ausgrid	Ausgrid Electricity 132kV Feeder 925/6, 2440 x 2290mm reinforced concrete box culvert.	Make redundant	Temporary
Package B - Cammeray	E4019	Ausgrid	Ausgrid Electricity 132kV Transmission line, feeder 9525/6 through Cammeray Golf Course	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package B - Cammeray	W4007	Sydney Water	Sydney Water Asset- 600mm SC IBL pipe through Ernest Street Utility Tunnel crossing Warringah Freeway north of Ernest Street.	Relocate	Temporary
Package B - Cammeray	W4008	Sydney Water	Sydney Water Asset - 500mm SC IBL pipe through Ernest Street Utility Tunnel crossing Warringah Freeway north of Ernest Street.	Relocate	Temporary
Package B - Cammeray	W4031	Sydney Water	Sydney Water Asset - 600mm SC IBL pipe from western shaft of Ernest Street Utility Tunnel through Anzac Park to Ernest Street. (Incl. in W4007)	Relocate	Temporary
Package B - Cammeray	W4032	Sydney Water	Sydney Water Asset - 500mm CICL pipe from western shaft of Ernest Street Utility Tunnel through Anzac Park to Ernest Street. (Incl. in W4008)	Relocate	Temporary
Package B - Cammeray	C4064	Uecomm	UeComm Comms, optic fibre cables through own ducts along eastern side of Warringah Freeway, affected by structural works at Cammeray Golf Course	Relocate	Temporary
Package B - Cammeray	E4016	Ausgrid	Ausgrid Electricity 4x 194mm copper 3 core 11kV distribution cables and 5x pilot cables in new conduits under Ernest St Bridge	Relocate	Temporary
Package B - Cammeray	E4017	Ausgrid	Ausgrid Electricity 11kV distribution cables 4x 125mm PVC from Cammeray Golf Course to Ernest Street Utility Tunnel	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package B - Cammeray	E4018	Ausgrid	Ausgrid Electricity 11kV distribution cables, 4x200mm PVC concrete encased, crossing Warringah Fwy north of Ernest St	Relocate	Temporary
Package B - Cammeray	E4036	Ausgrid	Ausgrid Electricity 11kV distribution cables, 1x125PVC in Cammeray Golf Course	Relocate	Temporary
Package B - Cammeray	E4041	Ausgrid	Ausgrid Electricity low voltage distribution cables 4x 200CONC crossing Warringah Freeway	Relocate	Temporary
Package B - Cammeray	E4047	Ausgrid	Ausgrid Electricity 132kV transmission, feeder 925/6 under Cammeray Avenue.	Make redundant	Temporary
Package B - Cammeray	E4048	Ausgrid	Ausgrid Electricity legacy transmission pilot cables crossing Warringah Freeway north of Ernest Street through Ernest Street Utility Tunnel	Make redundant	Temporary
Package B - Cammeray	E4051	Ausgrid	Ausgrid Electricity out of service (disused) possibly gas filled 33kV transmission cables through Cammeray Golf Course east of Ernest Street Utility Tunnel.	Make redundant	Temporary
Package B - Cammeray	S4022	Sydney Water	Sydney Water Sewer 300mm VC, sewer crossing under Warringah Freeway north of Ernest Street Utility Tunnel from Cammeray Avenue to Bells Avenue.	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package B - Cammeray	S4024	Sydney Water	Sydney Water Sewer 225mm VC under Cammeray Golf Course from Ernest Street (west of Merlin Street).	Relocate	Temporary
Package B - Cammeray	W4033	Sydney Water	Sydney Water Asset DN600 SCL IBL main at Ernest Street then though Cammeray Golf Course to eastern end of Ernest Street Utility Tunnel.	Relocate	Temporary
Package B - Cammeray	W4034	Sydney Water	Sydney Water Asset - DN500 CICL main at Ernest Street then though Cammeray Golf Course to eastern end of Ernest Street Utility Tunnel.	Relocate	Temporary
Package B - Cammeray	E4032	Ausgrid	8 x 100AC Ausgrid conduits under existing Ernest St bridge to be replaced with 7 x stainless steel conduits (for Ausgrid) and 1 x plastic communications conduit (for stage 1 Uecom).	Relocate	Temporary
Package B - Arthur Street	C4003	TPG	TPG Pipe Networks Comms under new retaining wall works along Warringah Freeway widening	Relocate	Temporary
Package B - Arthur Street	E4005	Ausgrid	Ausgrid 11kV distribution cables 16x 150FC under Arthur Street	Relocate	Temporary
Package B - Arthur Street	W4001	SHT	RMS Water hydrant room at between northbound Pacific Highway exit ramp, Warringah Freeway and High Street Bridge (Includes building, hydrant plus 20m pipe).	Relocate	Temporary
Package B - Arthur Street	W4003	SHT	RMS Water hydrant room (RMS owned) on western verge of Alfred Street North south of Mount Street.	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package B - Arthur Street	C4001	Primus	M2 (Primus) Comms affected by retaining wall works, WF widening	Relocate	Temporary
Package B - Arthur Street	C4002	Nexgen	Nexgen Comms under new retaining wall affected by WF widening and surface works on Arthur Street	Relocate	Temporary
Package B - Arthur Street	C4004	Vocus	Vocus Comms Northbound SHT from Pacific Highway	Relocate	Temporary
Package B - Arthur Street	C4032	Telstra	Telstra Comms, multiple fibres up to 24F in Telstra duct, 2 pits Telstra mains cable 4 x 100mm AC, 2 x 100mm PVC affected by surface works along Pacific Highway	Relocate	Temporary
Package B - Arthur Street	C4036	AAPT	AAPT Comms, 40mm PVC, AAPT duct through northern side of High St	Relocate	Temporary
Package B - Arthur Street	C4058	NBN	NBN Comms underground comms cross under Arthur Street between Pacific Highway and Mount Street, affected by surface works	Relocate	Temporary
Package B - Arthur Street	C4059	Telstra	Telstra Comms 50mm PVC optic fibre cable through Telstra conduits, affected by surface works	Relocate	Temporary
Package B - Arthur Street	C4065	AAPT	AAPT Comms optic fibre cables part through AAPT owned and part Telstra ducts along Arthur Street, affected by surface works	Relocate	Temporary
Package B - Arthur Street	C4067	Vocus	Vocus Comms from Arthur Street through to SHT	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package B - Arthur Street	C4071	AARNet	AARNet Comms AARNet pit in Arthur Street Park, pit links to Vocus pit with AARNet owned conduit, 1x50PVC conduit 96F optic fibre cable, affected by proposed road widening and ramp works	Relocate	Temporary
Package B - Arthur Street	C4077	Verizon	Verizon Comms 4x 32mm MKI conduit subducts and face wire from SHT control room to Little Walker Street, affected by surface works	Relocate	Temporary
Package B - Arthur Street	C4107	Uecomm	UeComm fibre optic comms cables from Arthur Street Park to SHT via SHT control room, affected by surface works	Relocate	Temporary
Package B - Arthur Street	C4114	Optus	Optus Comms , 36F cable through an Optus bored duct under Arthur Street, affected by surface works.	Relocate	Temporary
Package B - Arthur Street	C4120	TPG	TPG Comms fibre optic communications cables owned by PowerTel from Arthur Street Park, affected by surface works	Relocate	Temporary
Package B - Arthur Street	C4121	Telstra	Telstra Comms 32mm PVC, Telstra owned optic fibre cable 6OF from the Telstra pit at Pacific Highway to High Street Bridge	Remove	Temporary
Package B - Arthur Street	C4139	TPG	TPG Comms through Telstra ducts, crossing High Street from Arthur Street to beginning of Pacific Highway exit ramp.	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package B - Arthur Street	E4014	Ausgrid	Ausgrid underground electrical transmission from Mount Street to SHT	Relocate	Temporary
Package B - Arthur Street	E4026	Ausgrid	Ausgrid electrical 4x125mm PVC 6 x Direct Buried on eastern side of Arthur St between High & Mount St	Make redundant	Temporary
Package B - Arthur Street	E4029	Ausgrid	Ausgrid Electricity distribution network street lighting cables from Arthur Street to Warringah Freeway	Relocate	Temporary
Package B - Arthur Street	E4030	Ausgrid	Ausgrid Electricity 4x125mm PVC 6 x Direct Buried under Arthur St to the north of Pacific Highway intersection	Make redundant	Temporary
Package B - Arthur Street	E4031	Ausgrid	Ausgrid Electricity distribution network street lighting cables along eastern side of Arthur St between High St & Mount St	Relocate	Temporary
Package B - Arthur Street	E4035	Ausgrid	Ausgrid Electricity 11kV distribution cables, 6x140mm FC, from Arthur Street to Pacific Highway	Relocate	Temporary
Package B - Arthur Street	E4037	Ausgrid	Ausgrid Electricity 11kV distribution cables 6x140FC under High Street from Arthur Street to Pacific Highway	Relocate	Temporary
Package B - Arthur Street	E4038	Ausgrid	Ausgrid Electricity 11kV distribution cables 6x150AC to Arthur Street Park substation	Relocate	Temporary
Package B - Arthur Street	E4045	Ausgrid	Ausgrid Electricity 3x175PVC concrete encased for SHT Control Building to substation in Arthur Street	Relocate	Temporary

<b>Package of Early Utilities Works</b>	<b>Utility Service Reference</b>	<b>Utility Owner</b>	<b>Utility Description</b>	<b>Treatment of Utility Service</b>	<b>Temporary or permanent restoration</b>
Package B - Arthur Street	E4054	Ausgrid	Ausgrid Electricity optic fibre through conduits under Warringah Freeway from Sydney Harbour Tunnel switchroom	Relocate	Temporary
Package B – Arthur Street	C4047	Telstra	100A NBN cable housed in Telstra Conduit (C4032) crossing Pacific Highway to be relocated due to proposed retaining wall and Pacific Highway widening	Relocate	Temporary

## SCHEDULE C5. – UNKNOWN PAVEMENT FAULTS

(Clause 1.1 and 7.15(c))

For the purposes of the column titled "Treatment required", the Contractor must carry out such treatments in accordance with Appendix B.6 of the SWTC, any other relevant requirements of the SWTC, and the Codes and Standards applicable to such work.

Item ID	Category of Unknown Pavement Fault	Description of Unknown Pavement Fault	Treatment required
1	Pavement cracking (flexible pavements)	Pavement cracking with a width exceeding 5 mm.	Pavement cracking must be repaired so that the crack does not exceed 3 mm.
2	Pavement cracking (rigid pavements)	<ul style="list-style-type: none"> <li>a) Pavement cracking with a width exceeding 1 mm.</li> <li>b) The plan dimension of spalling of joints exceeds 75 mm.</li> </ul>	<ul style="list-style-type: none"> <li>a) Pavement cracking must be repaired so that the crack does not exceed 1 mm.</li> <li>b) The plan dimension of spalling of joints must be repaired so that plan dimension of spalling of joints does not exceed 75 mm.</li> </ul>
3	Joints (rigid pavements)	<ul style="list-style-type: none"> <li>a) Joint sealant that has deteriorated: <ul style="list-style-type: none"> <li>i. along the transverse joints in slabs with lengths greater than 10%;</li> <li>ii. along the transverse joints across carriageway slabs where the cumulative length is greater than 20%; or</li> <li>iii. along the longitudinal joints lengths greater than 1m..</li> </ul> </li> <li>b) The height/depth of joint stepping exceeds 10 mm before asphalt correction course and geogrid, or 6 mm for pavements without wearing surface.</li> </ul>	<ul style="list-style-type: none"> <li>a) All joints must be resealed as required according to relevant TfNSW rigid pavement maintenance drawings and specifications.</li> <li>b) The height/depth of joint stepping must be rectified so that it is less than 10 mm or 6 mm (as applicable).</li> </ul>

<b>Item ID</b>	<b>Category of Unknown Pavement Fault</b>	<b>Description of Unknown Pavement Fault</b>	<b>Treatment required</b>
4	Slabs (rigid pavements)	Stepping, settlement, heaving or abrupt discontinuities in slabs exceeds 10 mm before asphalt correction course and geogrid, or 6 mm for pavements without a wearing surface.	The stepping, settlement, heaving or abrupt discontinuities in slabs must be rectified so that it is less than 10 mm or 6 mm (as applicable)
5	Pavement structure (applicable to both rigid and flexible pavements)	<ul style="list-style-type: none"> <li>a) Subgrade CBR value of less than 3</li> <li>b) Existing pavement profile thickness is less than expected based on all pavement core information provided by the Principal or obtained during the Contractor's investigations.</li> </ul>	A different profile may be adopted according to the requirements in SWTC Appendix B.6.
6	Residual Life (Flexible Pavement)	<ul style="list-style-type: none"> <li>a) Residual pavement design life when determined by FWD &lt; 20 years</li> </ul>	Limit of works and treatment to be determined by the Principal

## **PART D – GOVERNMENT REQUIREMENTS**

## **SCHEDULE D1 - HEAVY VEHICLE NATIONAL LAW REQUIREMENTS**

(Clause 1.1, 3.12)

### **1. CHAIN OF RESPONSIBILITY – HEAVY VEHICLES**

#### **1.1 Definitions**

- (a) Capitalised terms in this Schedule D1 that are not defined in this deed have the meaning given to them under Heavy Vehicle National Law.
- (b) The term "Chain of Responsibility" is as described in Heavy Vehicle National Law.

#### **1.2 Chain of Responsibility obligations**

- (a) The Contractor must comply with:
  - (i) the Heavy Vehicle National Law generally and the requirements of the Chain of Responsibility Provisions specifically;
  - (ii) the Principal's requirements (as the road authority) relevant to planning and use of heavy vehicles; and
  - (iii) the Chain of Responsibility Guideline attached to Appendix C.1 of the SWTC.
- (c) The Contractor must prepare the Chain of Responsibility Management Plan for the Contractor's Activities in accordance with the deed, including this Schedule D1.
- (d) The Contractor must ensure that:
  - (i) all Heavy Vehicles used as part of carrying out the Contractor's Activities; and
  - (ii) the Chain of Responsibility Management Plan prepared by the Contractor in accordance with Appendix C.1 of the SWTC,comply with the Chain of Responsibility Guideline.

### **2. CHAIN OF RESPONSIBILITY REQUIREMENTS**

#### **2.1 Incorporation of Chain of Responsibility requirements**

The Contractor must:

- (a) take account of, and incorporate all applicable, relevant or necessary requirements in relation to the Chain of Responsibility Provisions (particularly provisions that govern the supply chain for the Projects Works and Temporary Works and for the bringing onto and removal from the Construction Site items requiring transport services) in all aspects of the Contractor's Activities, including:
  - (i) the Project Plans;
  - (ii) the design of the Project Works and Temporary Works; and
  - (iii) the Design Documentation; and
- (b) at key stages of the Contractor's Activities, conduct Chain of Responsibility risk workshops which will include the designer, the Principal, Contractor, Subcontractors and the Independent Certifier. The Chain of Responsibility risk workshops can be combined with the WHS risk workshops.

## **2.2 Chain of Responsibility risk assessment workshop**

- (a) Prior to the development of the Chain of Responsibility Management Plan, and any subsequent reviews or revisions of the Chain of Responsibility Management Plan, the Contractor must undertake and document the outcomes of a formal Chain of Responsibility risk assessment workshop.
- (b) The Contractor's Chain of Responsibility risk assessment workshop must identify and document a register of Chain of Responsibility risks and hazards and control measures associated with the Contractor's Activities.
- (c) The Contractor's Chain of Responsibility Management Plan must reflect the outcomes reached in the Chain of Responsibility risk assessment workshop.
- (d) The Contractor must hold further separate workshops at different stages of the Contractor's Activities to address different trades, phases, work areas or processes not covered during the earlier risk assessment workshops and must be held prior to the commencement of the relevant activity, phase or section of work.
- (e) The Contractor may combine the Chain of Responsibility risk assessment workshops with the work health and safety risk workshops conducted by the Contractor.

## **3. DRIVING AND VEHICLE SAFETY**

### **3.1 Reduction of risks to workers and public**

The Contractor must comply with the requirements of the:

- (a) WHS Legislation;
- (b) Road Transport Legislation; and
- (c) Heavy Vehicle National Law,

and any subordinate legislation to ensure the risks to workers and the public are reduced so far as is reasonably practical when driving on the Construction Site and driving to and from the Construction Site on the public road network.

### **3.2 Minimum Vehicle Safety Equipment**

- (a) The Contractor must ensure that all light and heavy vehicles used to transport equipment, plant, materials and people to and from the Construction Site and working areas are equipped with the equipment as specified in the Chain of Responsibility Guideline, including the following:
  - (i) three-point seat belts (for the driver and all passengers);
  - (ii) rear view mirrors;
  - (iii) reversing cameras, quacker type alarms and collision/proximity sensors;
  - (iv) lights (head and tail, stop, turn signal and emergency warning);
  - (v) light and high visibility colours for vehicles;
  - (vi) daytime running lights;
  - (vii) no additional window tinting;

- (viii) flashing lights (unless determined otherwise by risk assessment); and
  - (ix) fire safety equipment capable of suppressing or extinguishing potential vehicular fires.
- (b) Without limiting section 3.2(a) of this Schedule D1, the Contractor must ensure all vehicles in carrying out the Contractor's Activities display signs approved by the Principal in a prominent position on the vehicle when driven on public roads which associate the vehicle with carrying out the Contractor's Activities.

### **3.3 Vehicle Registration, Maintenance and Inspection**

The Contractor must:

- (a) ensure all work vehicles are registered, roadworthy and pre-start checked before being driven;
- (b) ensure that all vehicles are inspected, serviced and maintained in accordance with the manufacturer's recommendations;
- (c) maintain a register of company vehicles showing registration expiry dates and licence requirements; and
- (d) comply with the Chain of Responsibility Guideline requirements for ensuring the roadworthiness of all heavy vehicles used in connection with the Contractor's Activities.

### **3.4 Vehicle Drivers**

- (a) The Contractor must ensure that all workers who drive a vehicle as part of their work in the Contractor's business or undertaking, including those persons employed by Subcontractors (including owner drivers), are licensed, fit and verified as competent to drive the vehicle they are driving.
- (b) The Contractor must develop a "Driver Code of Conduct" which outlines minimum driver behaviour requirements to ensure compliance with:
  - (i) WHS Legislation;
  - (x) Road Transport Legislation;
  - (xi) Heavy Vehicle National Law; and
  - (xii) the Chain of Responsibility Guideline.
- (c) The Contractor must ensure that all drivers, including those employed by Subcontractors (including owner drivers) are made aware of and sign the "Driver Code of Conduct" developed by the Contractor in accordance with section 3.4(b) of this Schedule D1.

### **3.5 Heavy Vehicle Requirements**

- (a) The Contractor must have systems and processes in place to ensure compliance with the Heavy Vehicles National Law, and regulations and, the Contractor will meet or exceed the Chain of Responsibility Guideline.
- (b) The Contractor must ensure that the on-road transport of dangerous goods is managed in accordance with Law, including the *Dangerous Goods (Road and Rail*

*Transport) Act 2008 (NSW) and the Dangerous Goods (Road and Rail Transport) Regulation 2014 (NSW).*

## **4. CONSTRUCTION TRAFFIC AND VULNERABLE ROAD USERS**

### **4.1 Introduction**

The Contractor acknowledges that:

- (a) during the Contractor's Activities, the introduction of construction Heavy Vehicle traffic to densely populated and highly used pedestrian areas in and around Sydney has the potential to generate road safety risks to the public, in particular vulnerable road users; and
- (b) where required under Heavy Vehicle National Law and the Chain of Responsibility Guideline, the Contractor must ensure that the specific measures in this section 4 are implemented to minimise any impacts of construction Heavy Vehicles traffic on other road users.

### **4.2 Heavy Vehicle Operators**

- (a) The Contractor must ensure that all Heavy Vehicle operators engaged in the Contractor's Activities, including owner drivers, are assessed and selected to ensure that they meet the minimum requirements set out in this Schedule D1 and the Chain of Responsibility Guideline.
- (b) A Heavy Vehicle operator includes the Contractor and its Subcontractors engaged in the following activities:
  - (xiii) removing excavated material or waste; or
  - (xiv) delivering concrete, equipment (including Temporary Works), plant or materials.

### **4.3 Haulage Route Compliance**

- (a) The Contractor must ensure that all Heavy Vehicles haulage routes comply with any planning approval requirements and are endorsed by the Traffic and Transport Liaison Group and / or similar.
- (b) The Contractor must ensure that approved Heavy Vehicle haulage routes are adhered to at all times by the haulage contractor and that systems are in place to monitor the location of the vehicles at all times.

### **4.4 Heavy Vehicle Safety Equipment**

- (a) The Contractor must ensure that all Heavy Vehicles over 4.5 tonnes gross vehicle mass (GVM) are fitted with the safety equipment required in the Chain of Responsibility Guideline, as a minimum.
- (b) The Contractor must ensure that all Heavy Vehicle drivers are provided with sufficient training, instruction and supervision to ensure the competent use of the safety equipment specified in this Schedule D1 and the Chain of Responsibility Guideline.
- (c) The Contractor must conduct regular inspections to ensure that all Heavy Vehicles entering all Construction Site locations are compliant with the above requirements in accordance with the Chain of Responsibility Guideline. Where vehicles do not meet the minimum requirements set out in this section 4 or the Chain of Responsibility

Guideline, the Contractor must ensure the vehicle is not used as part of the Contractor's Activities.

#### 4.5 **Heavy Vehicle Driver Training**

- (a) The Contractor must ensure that all Heavy Vehicle drivers engaged by the Contractor in carrying out the Contractor's Activities, including those employed by its Subcontractors (including owner drivers), attend an approved Vulnerable Road User Awareness Training before they are engaged as part of the Contractor's Activities and otherwise comply with the Chain of Responsibility Guideline.
- (b) The Contractor must prepare a Safety Information Pack in respect of the Contractor's Activities which outlines minimum expectations when driving on the Construction Site and to and from the Construction Site.
- (c) The Contractor must ensure that all other drivers (e.g. Light Vehicle Drivers) engaged as part of the Contractor's Activities, are provided with the Safety Information Pack prepared by the Contractor in accordance with section 4.5(b) of this Schedule D1.

**SCHEDULE D2. – ABORIGINAL PARTICIPATION PLAN TEMPLATE**

(Clause 13.17)

**Aboriginal Participation Plan Template**

The Aboriginal Procurement Policy (2021) requires that suppliers submit an Aboriginal Participation Plan for all projects valued at \$7.5m or above with their tender documents. This plan is the supplier's commitment to Aboriginal participation on the project. Plans will be finalised with the agency contract manager upon contract award and suppliers will be required to report progress against the plan quarterly.

**NOTE:** this is a template only and indicates the required information. Agencies may allow suppliers to use other formats.

Contracting agency	Eg; Transport for NSW
Project Name & ID	Name and ID number as per NSW e-Tendering
Project Location	Suburb and postcode or region where project will take place
Project start date	If known, or estimate
Expected project end date	
Supplier name and contact details	
Supplier ABN	
Are you an Aboriginal business?	If no, please skip next question.
Is your business recognised as an Aboriginal business by:	Please circle appropriate response: <ul style="list-style-type: none"><li>• Supply Nation</li><li>• NSW Indigenous Chamber of Commerce</li><li>• None of the above.</li></ul>
<b>Aboriginal Participation requirements</b>	
Estimated contract value	Indicate estimated \$ value of contract (eg: \$8,300,000)
Exclusions	List the exclusion items and approximate value of the exclusion that you will be seeking to negotiate with the contracting agency. For example: <ul style="list-style-type: none"><li>• Lease of land adjacent to project site: \$80,000</li><li>• Hire of construction machinery: \$50,000</li></ul>
Project value	The project value is the contract value minus the proposed exclusions. For example: \$8,300,000 - \$130,000 = \$8,170,000 (project value).
Aboriginal participation percentage	This will be a minimum of 1.5% of the project value or project workforce. The contracting agency may require a higher percentage of participation.

Value of Aboriginal participation	1.5% of the project value (or higher per contracting agency requirements) – eg, $\$8,170,000 \times 1.5\% = \$122,550$
<b>Plan to meet Aboriginal participation requirements</b> (if you are an Aboriginal business, you do not have to proceed further on this form).	
Aboriginal participation requirements may be met in three ways:	
	<ul style="list-style-type: none"> <li>• A minimum 1.5% of project value directed toward Aboriginal businesses through subcontracting</li> <li>• A minimum 1.5% of the project workforce to be Aboriginal people across the life of the project</li> <li>• A minimum 1.5% of the project value directed toward capability and capacity building of Aboriginal people or businesses</li> <li>• Or, a combination of these options.</li> </ul>
Subcontracting	<p>If you are sub-contracting all or part of the Aboriginal participation requirement, your plan should include the following:</p> <ul style="list-style-type: none"> <li>• The portion of Aboriginal participation that will be directed to Aboriginal businesses through subcontracting.</li> <li>• Clearly identify opportunities for Aboriginal businesses in your supply chain.</li> <li>• Methods for identifying Aboriginal businesses and clear communicating opportunities.</li> <li>• You could include identifying Aboriginal businesses that your organisation will sub-contract in the delivery of the project.</li> <li>• You could demonstrate an existing relationship with local stakeholder groups such as Local Aboriginal Land Councils or commit to develop a work relationship with specified stakeholders by a certain date if successful.</li> </ul>
Employment	<p>Total estimated project workforce (FTE):</p> <p>Estimated Aboriginal FTE: eg, total workforce x 1.5% (or percentage agreed).</p> <p>Your plan should include:</p> <ul style="list-style-type: none"> <li>• Clearly identified roles for Aboriginal employees and the skills required for these roles. Where possible, the majority of the roles should be central to the goods/services being delivered and located with local communities.</li> <li>• Identify ways to source suitable Aboriginal candidates, for example, through collaboration with employment service providers, consulting with Local Aboriginal Land Councils or local Aboriginal community controlled organisations, advertising through Aboriginal owned media outlets or hosting community information sessions.</li> </ul>
Education, training or capability building for Aboriginal staff or businesses	<p>If you are directing some or all of the Aboriginal participation requirement to education, training or capability building for Aboriginal staff or businesses, your plan should include:</p> <ul style="list-style-type: none"> <li>• The portion of the Aboriginal participation requirement that will be directed in this manner.</li> <li>• Ways that you plan to retain and train Aboriginal employees for the role and ongoing development, for example, a mentoring or professional development program for Aboriginal employees, commitment to building cultural capability within the workplace which</li> </ul>

	<p>may include training of existing staff or working with Reconciliation Australia to agree a Reconciliation Action Plan.</p> <ul style="list-style-type: none"> <li>• Courses or costs you plan to support for Aboriginal employees.</li> <li>• Ways that you plan to build capability for Aboriginal businesses that are contributing directly to the project. For example, supplier diversity programs, business mentoring programs, assessing local Aboriginal business capability.</li> </ul>
<b>Past Aboriginal participation compliance history</b>	
<p>Please indicate whether your business is currently, or has previously been, subject to Aboriginal participation requirements on a NSW Government project and if so, please indicate how it has performed against its commitments.</p>	<p>If your business is currently or has previously been subject to Aboriginal participation requirements, please advise the project, contracting agency, participation requirements and the businesses performance against the requirements (were the commitments met? If not, why not etc).</p> <p>If your business has no experience with Aboriginal participation requirements, evidence can be provided of your businesses commitment to Aboriginal employment or use of Aboriginal suppliers through:</p> <ul style="list-style-type: none"> <li>• Previous track record of Aboriginal employment and use of Aboriginal suppliers, including by providing examples or case studies.</li> <li>• A Reconciliation Action Plan (RAP) or similar that provides a business commitment to Aboriginal employment and Aboriginal supplier targets.</li> </ul>

### **SCHEDULE D3. – AIP PLAN**

(Clause 13.18)

The document in the following table, which forms part of this Schedule D3 (*AIP Plan*), is contained in Schedule G1 (*Electronic Files*) as an electronic file:

<b>Electronic File Reference</b>	<b>Type</b>
Schedule D3 (AIP Plan)	.pdf