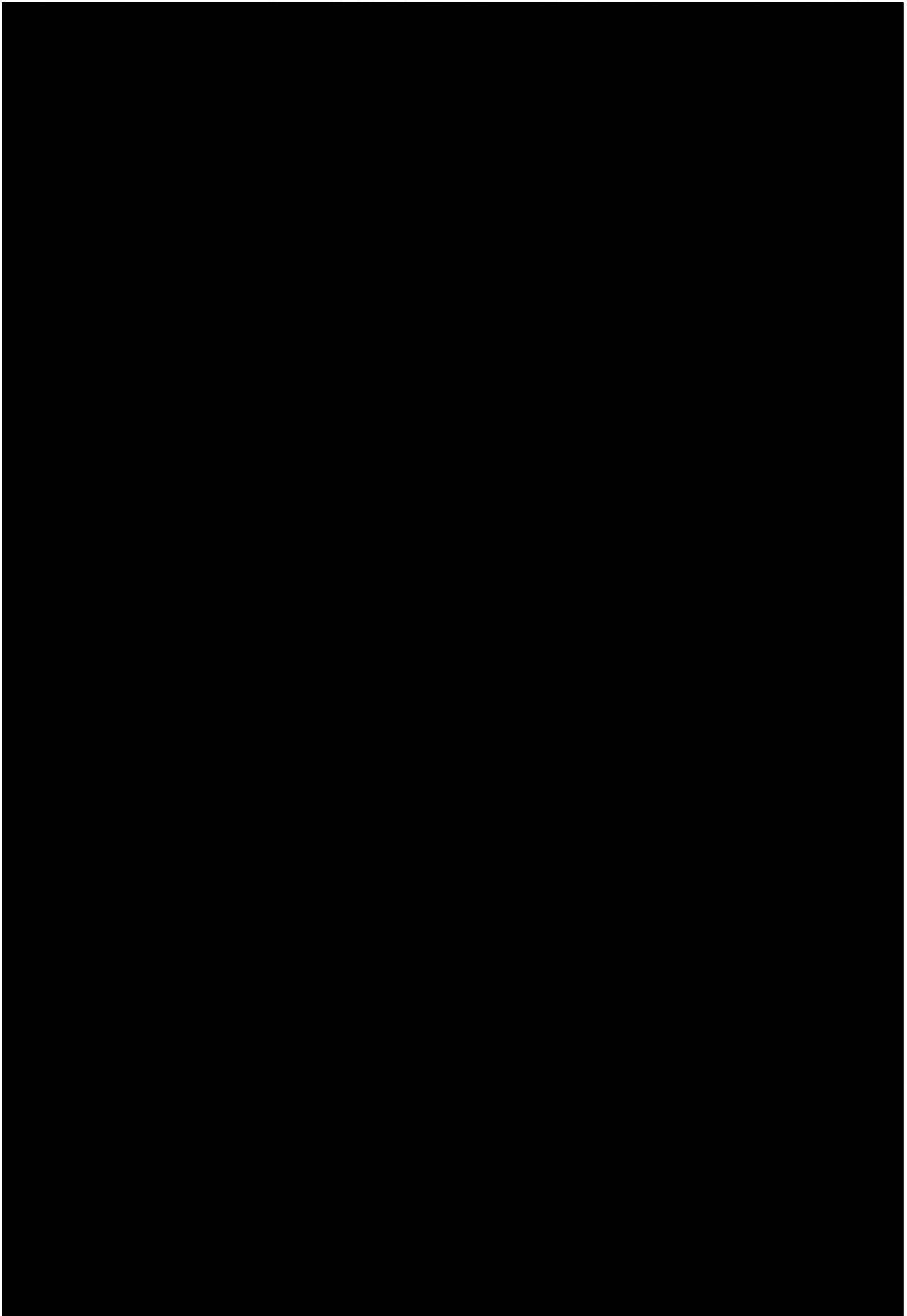
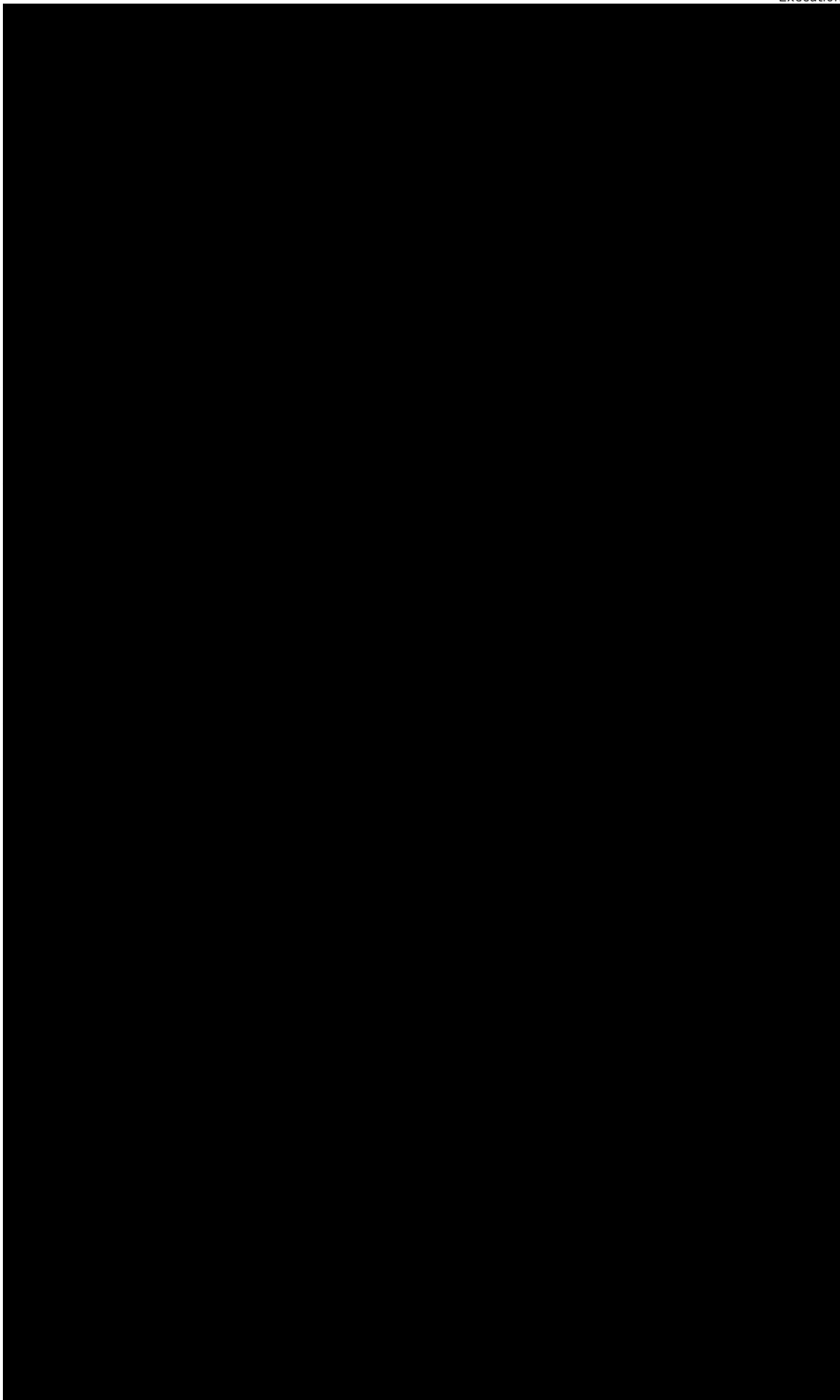
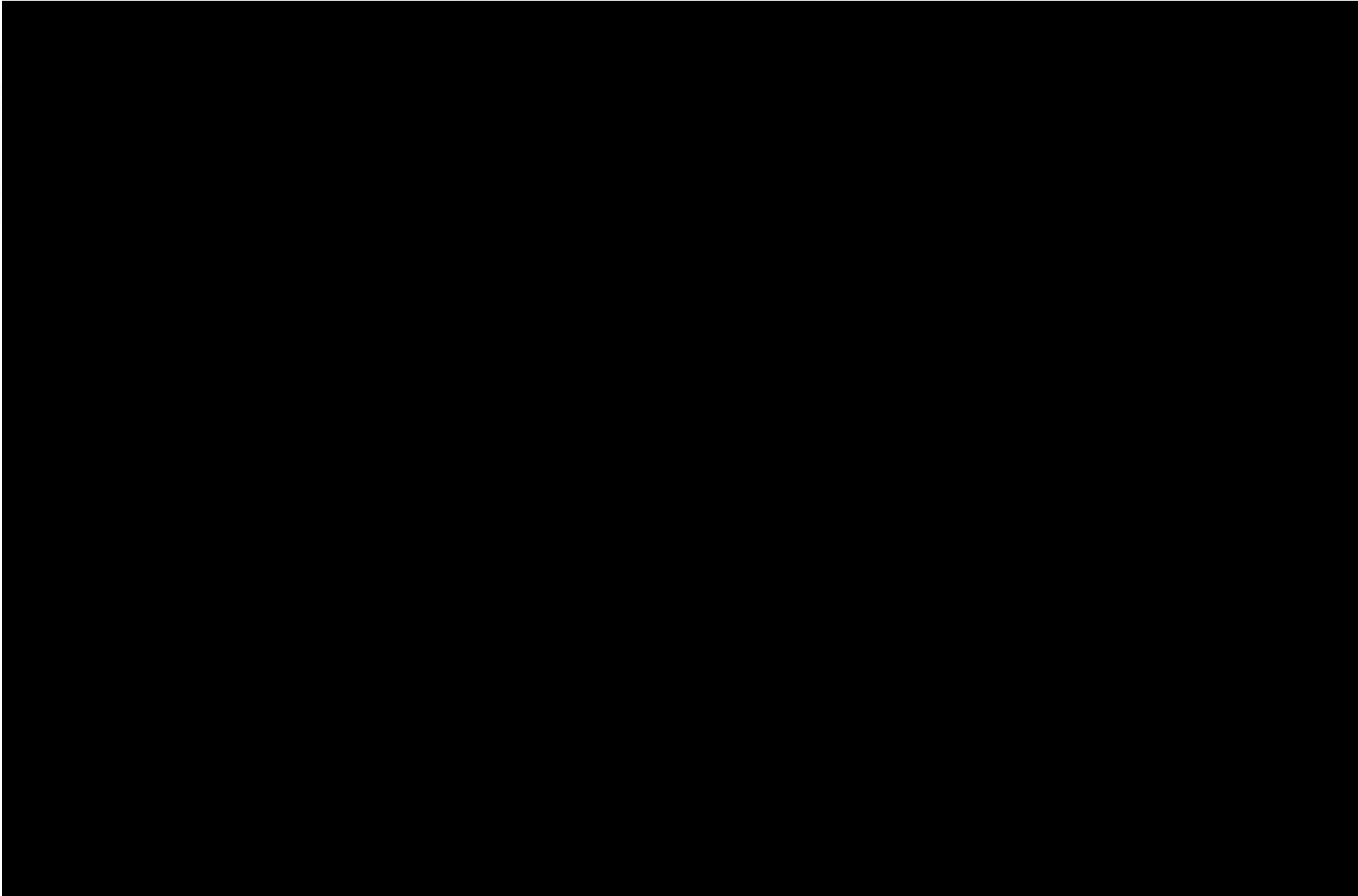
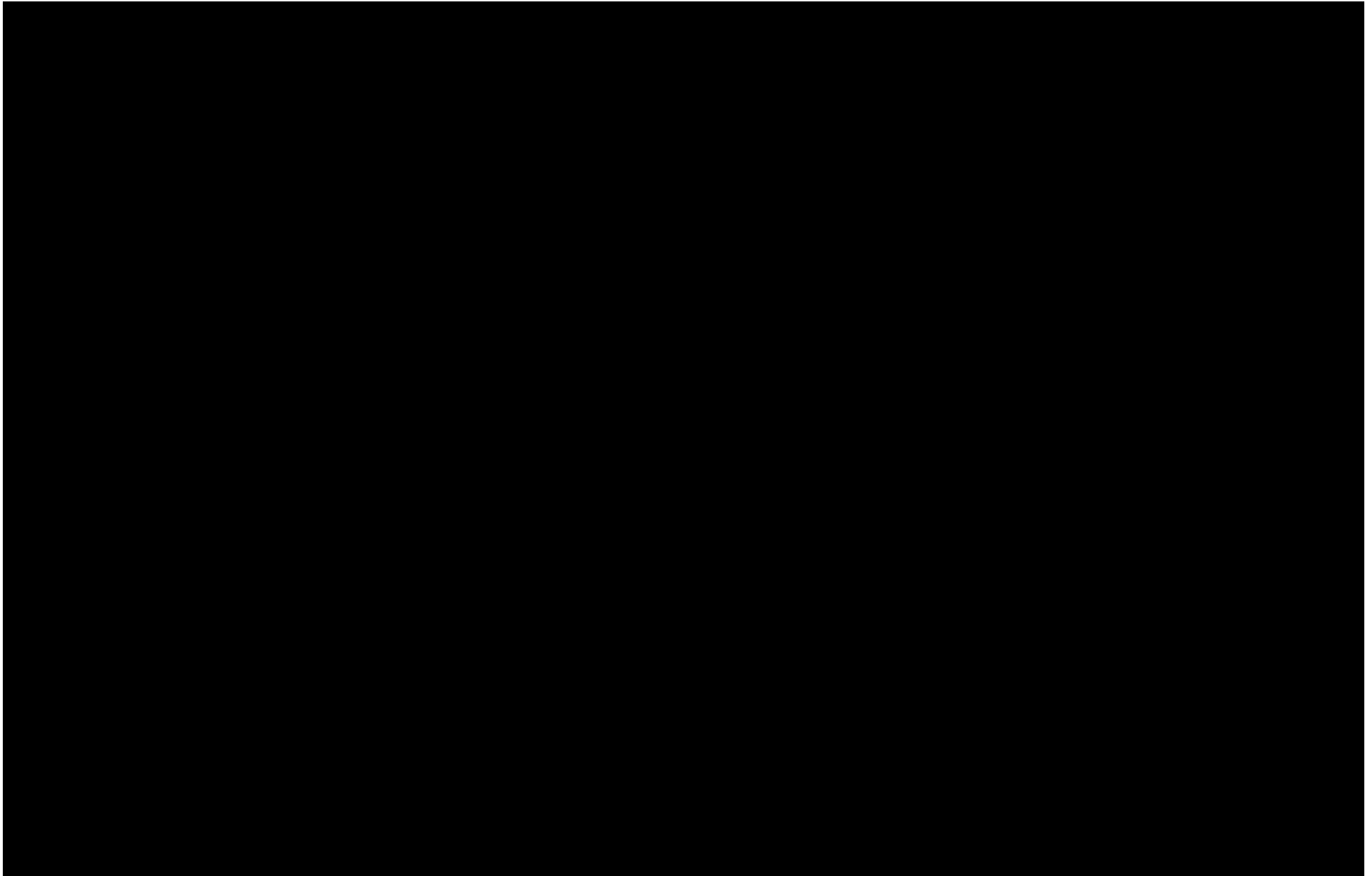


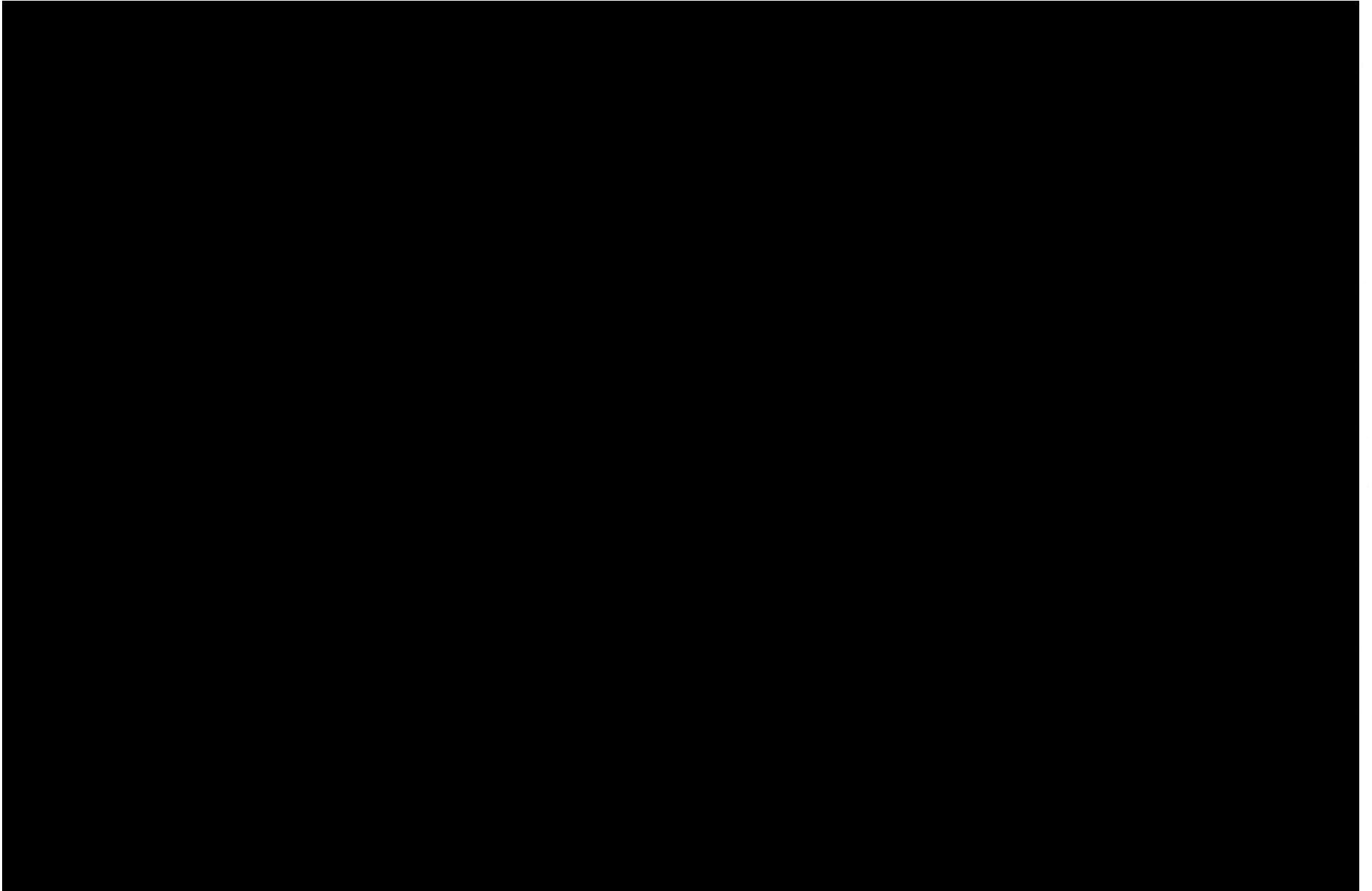
SCHEDULE F1. – PAYMENT



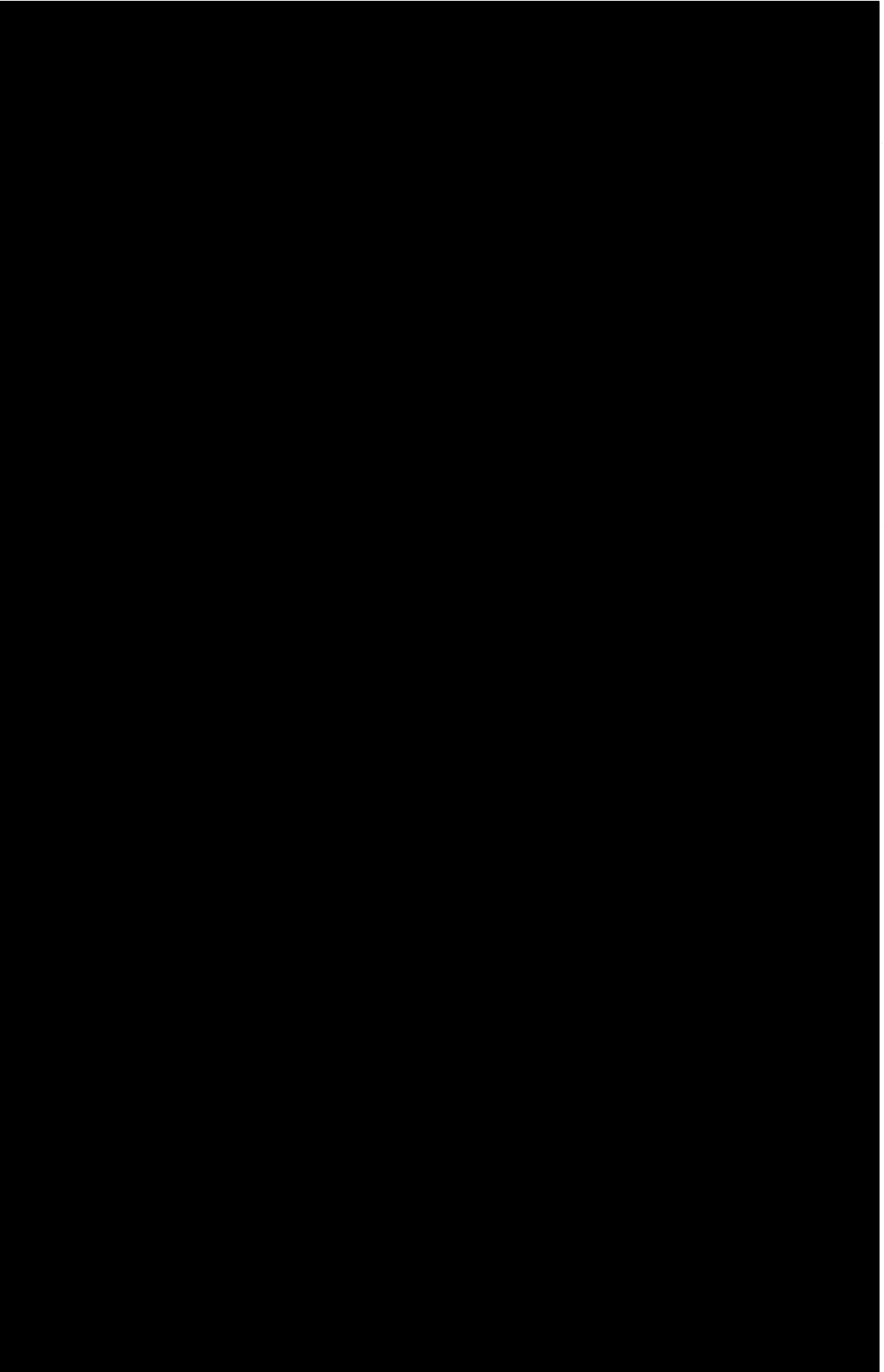


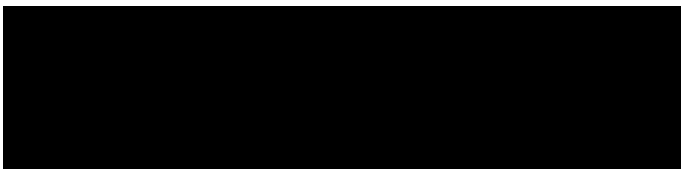




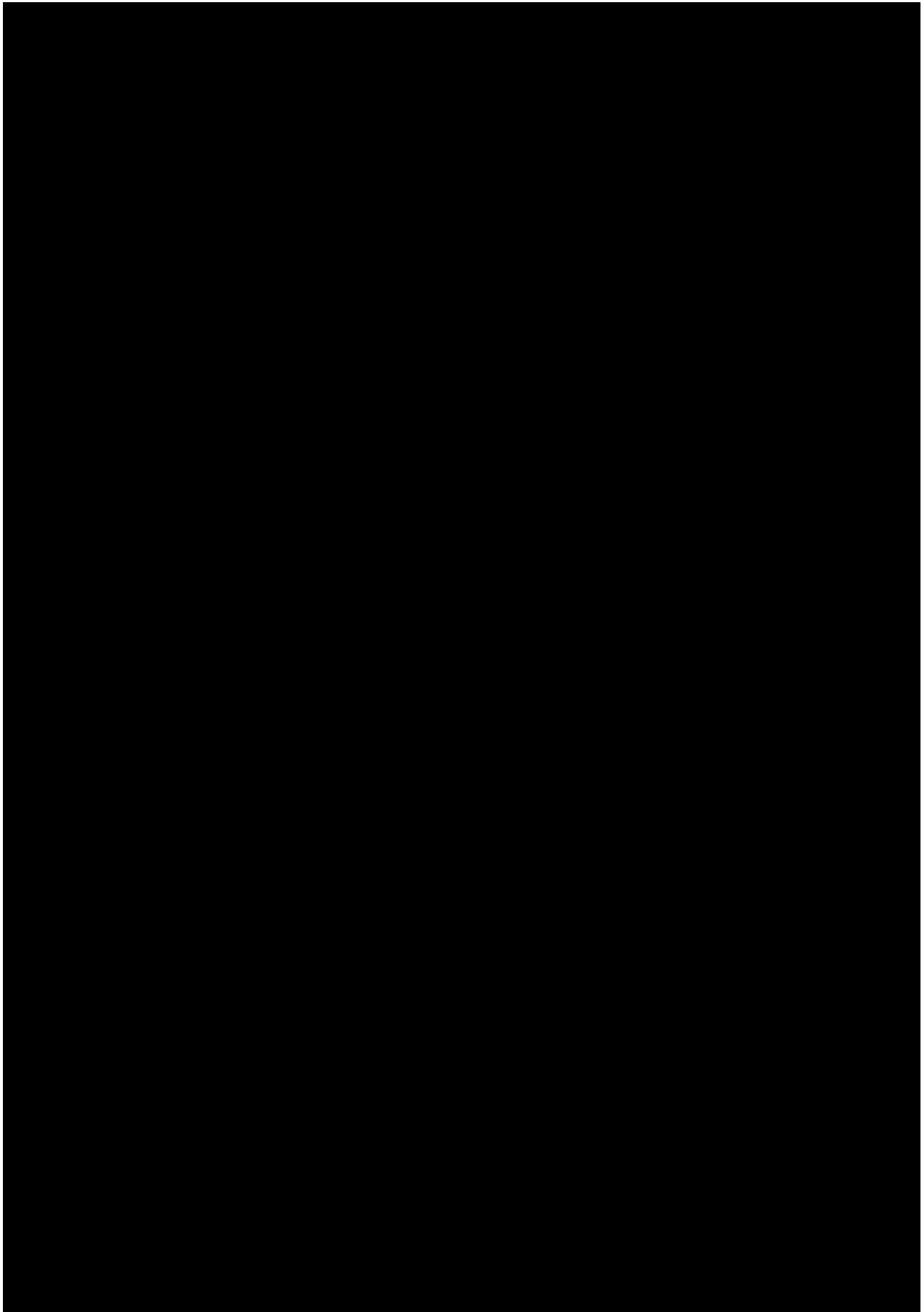


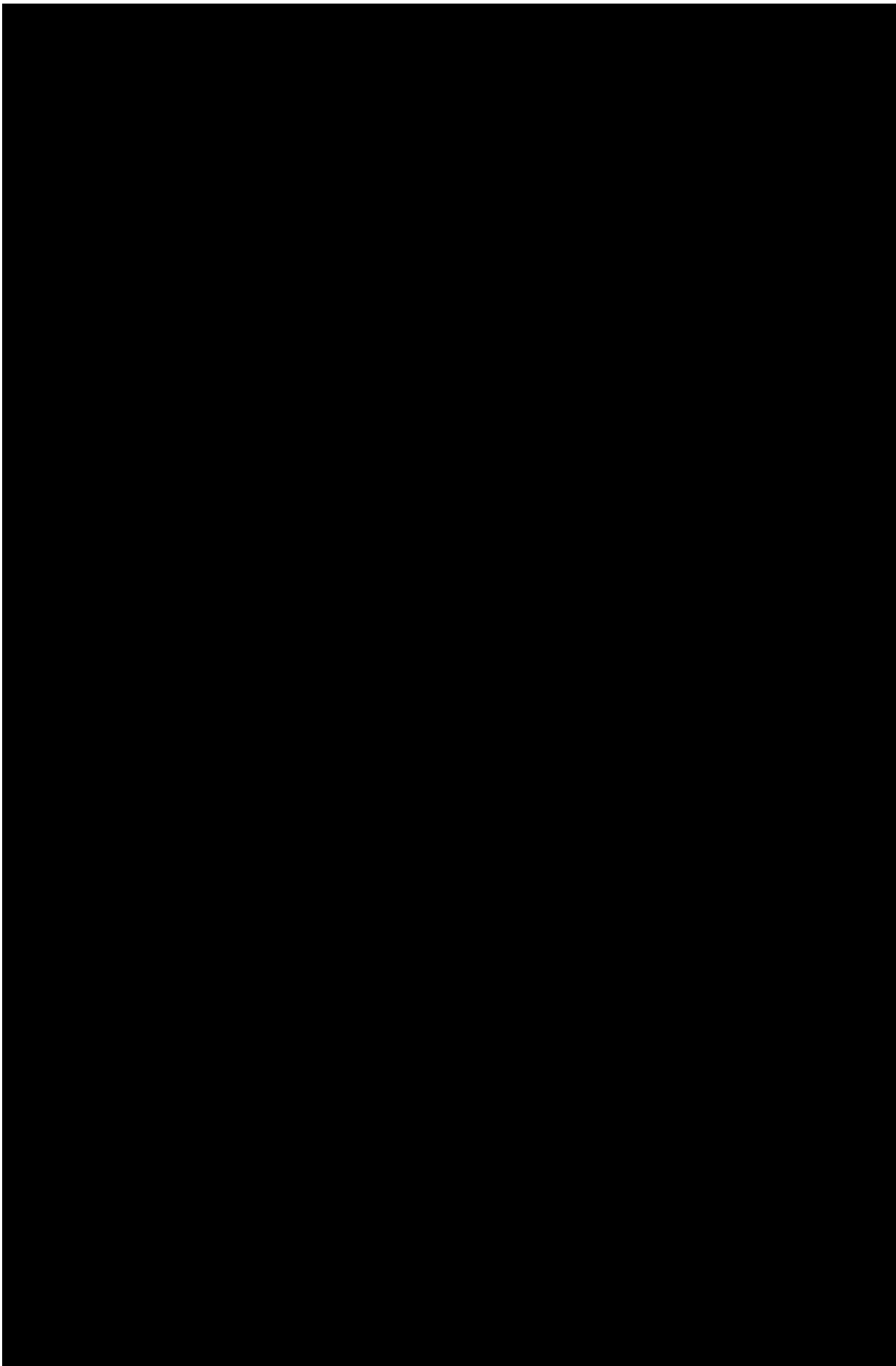


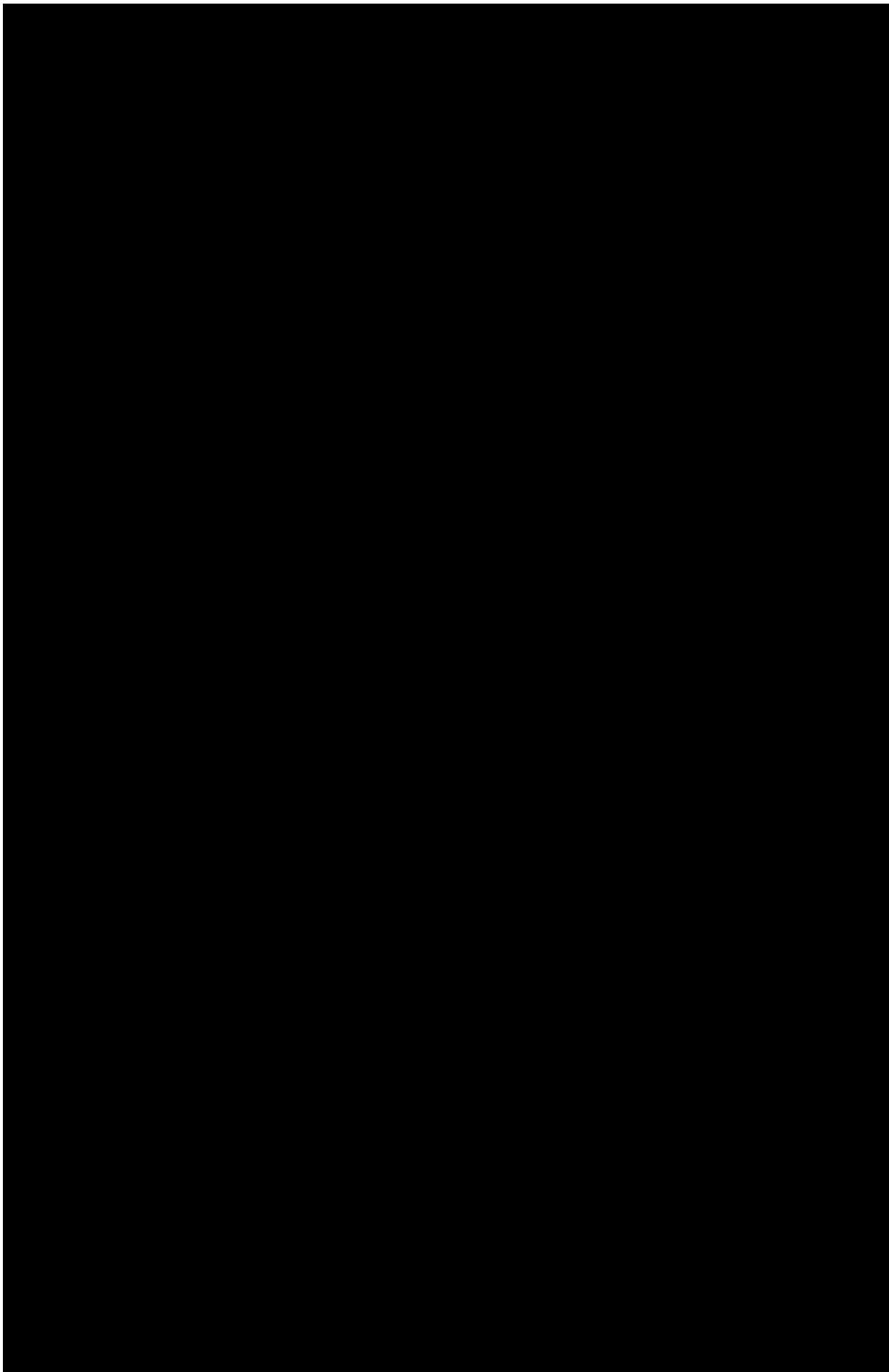


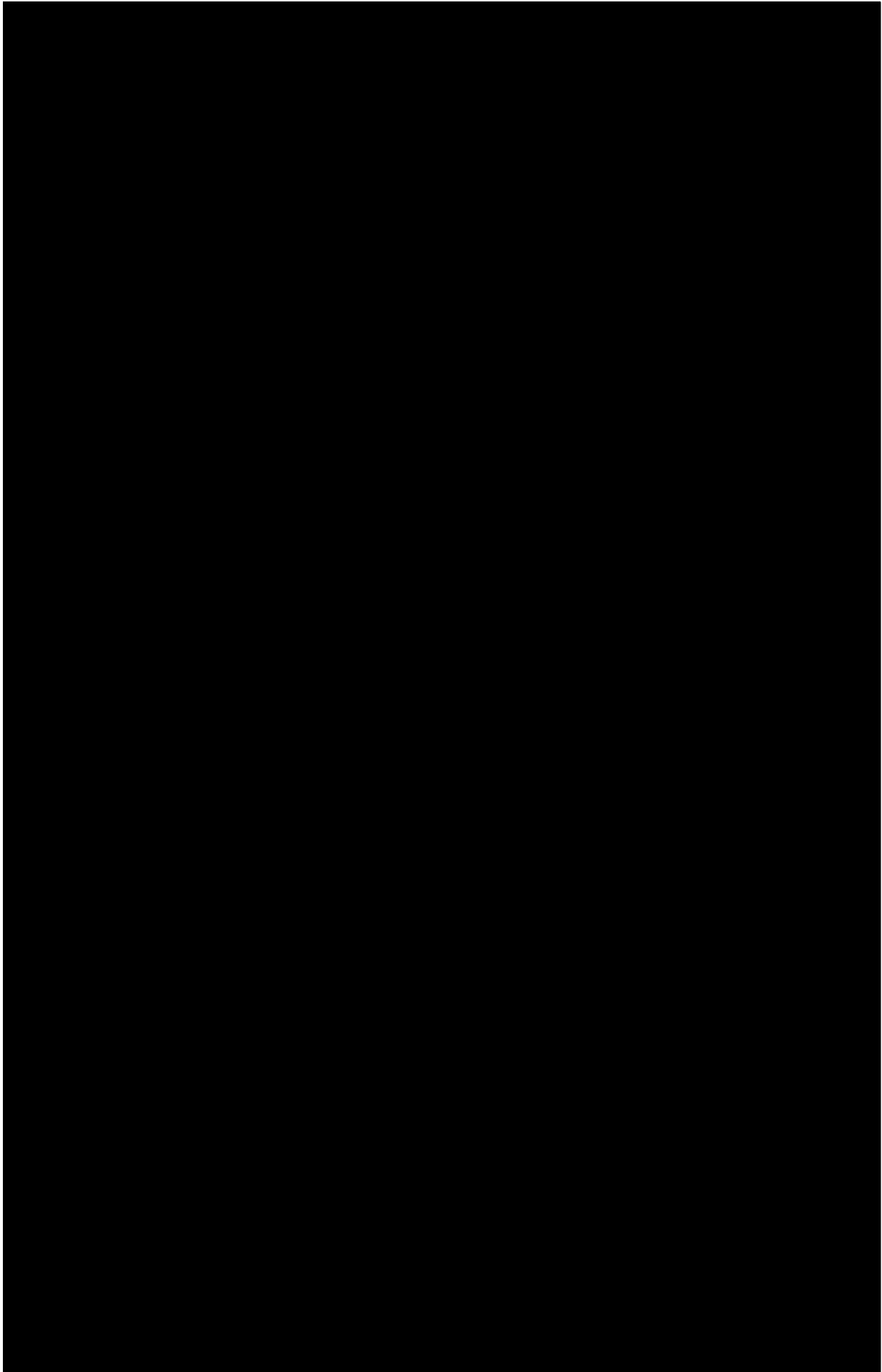


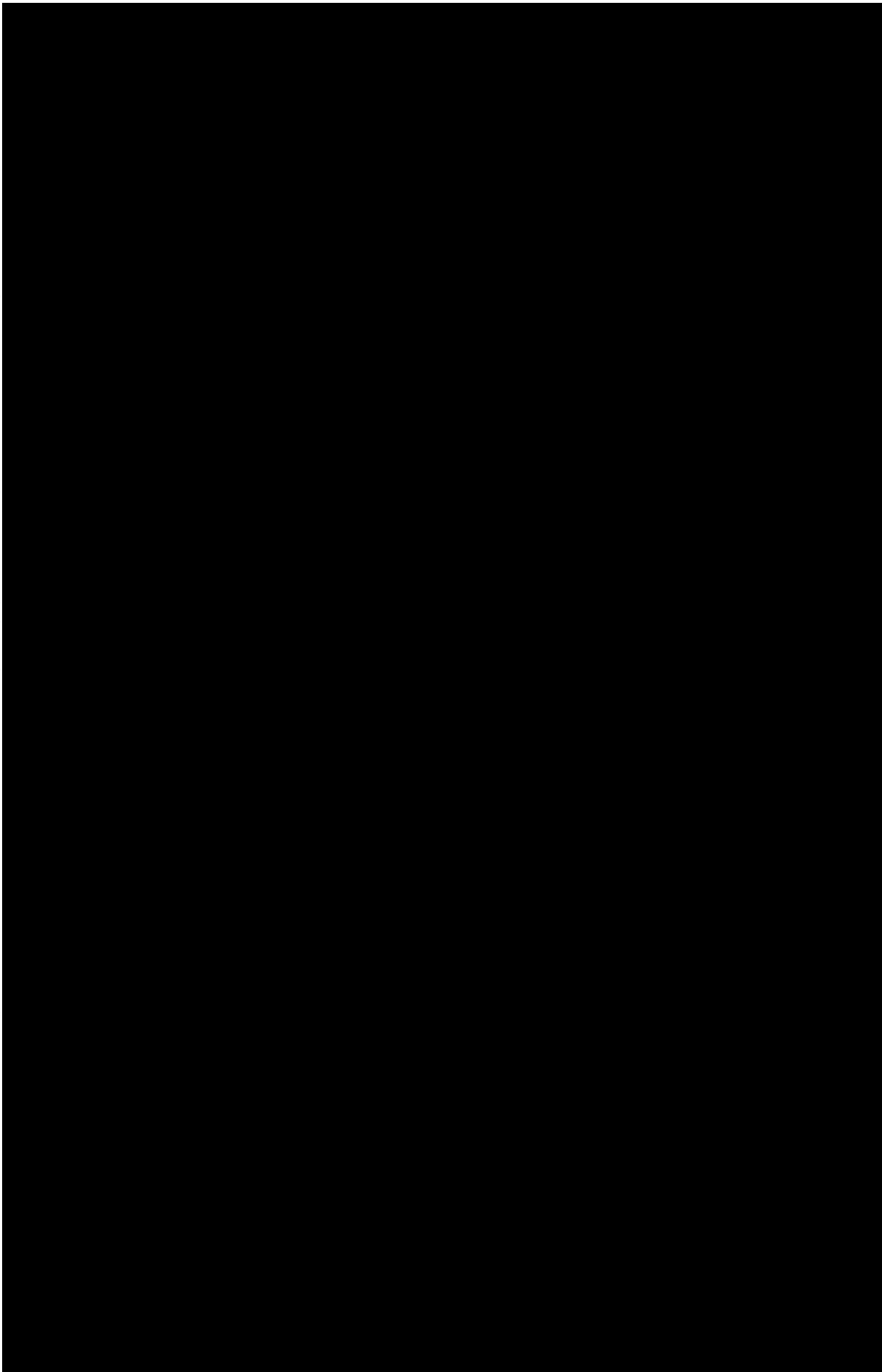
**SCHEDULE F2. – SCHEDULE OF RATES FOR SELF-PERFORMED REIMBURSABLE WORKS,
PRELIMINARY FEE ADJUSTMENTS AND DESIGN FEE ADJUSTMENTS**

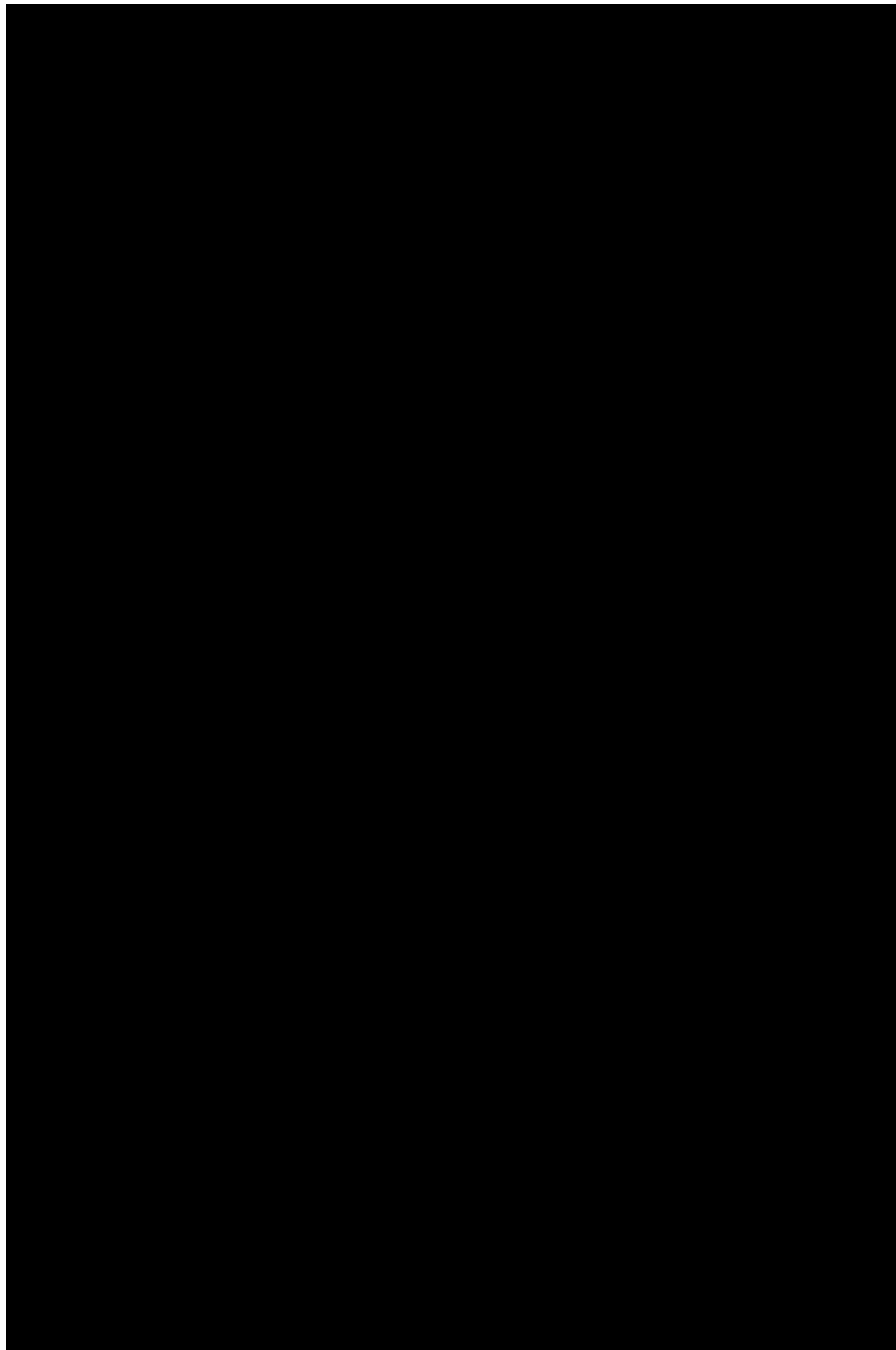


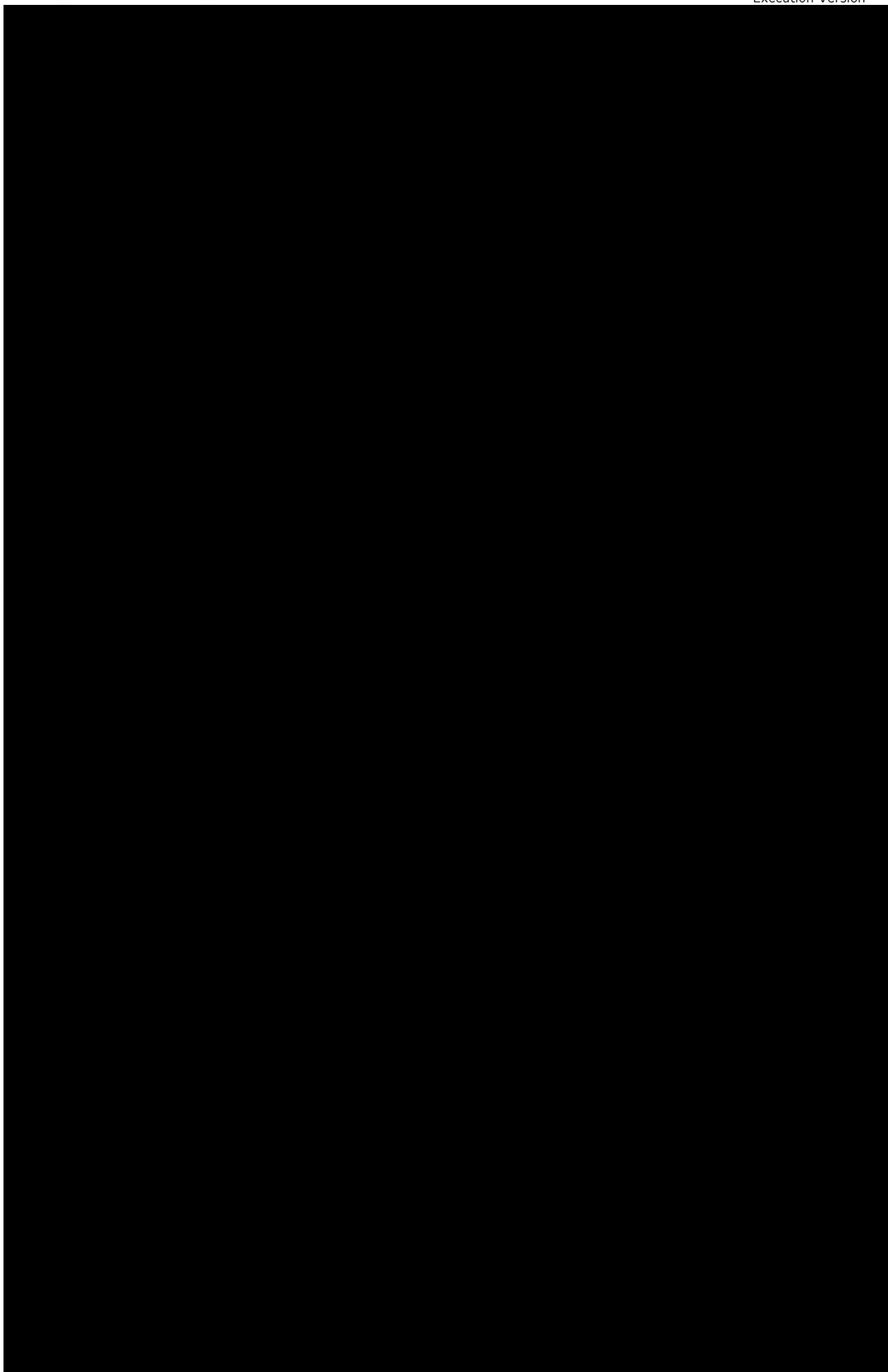


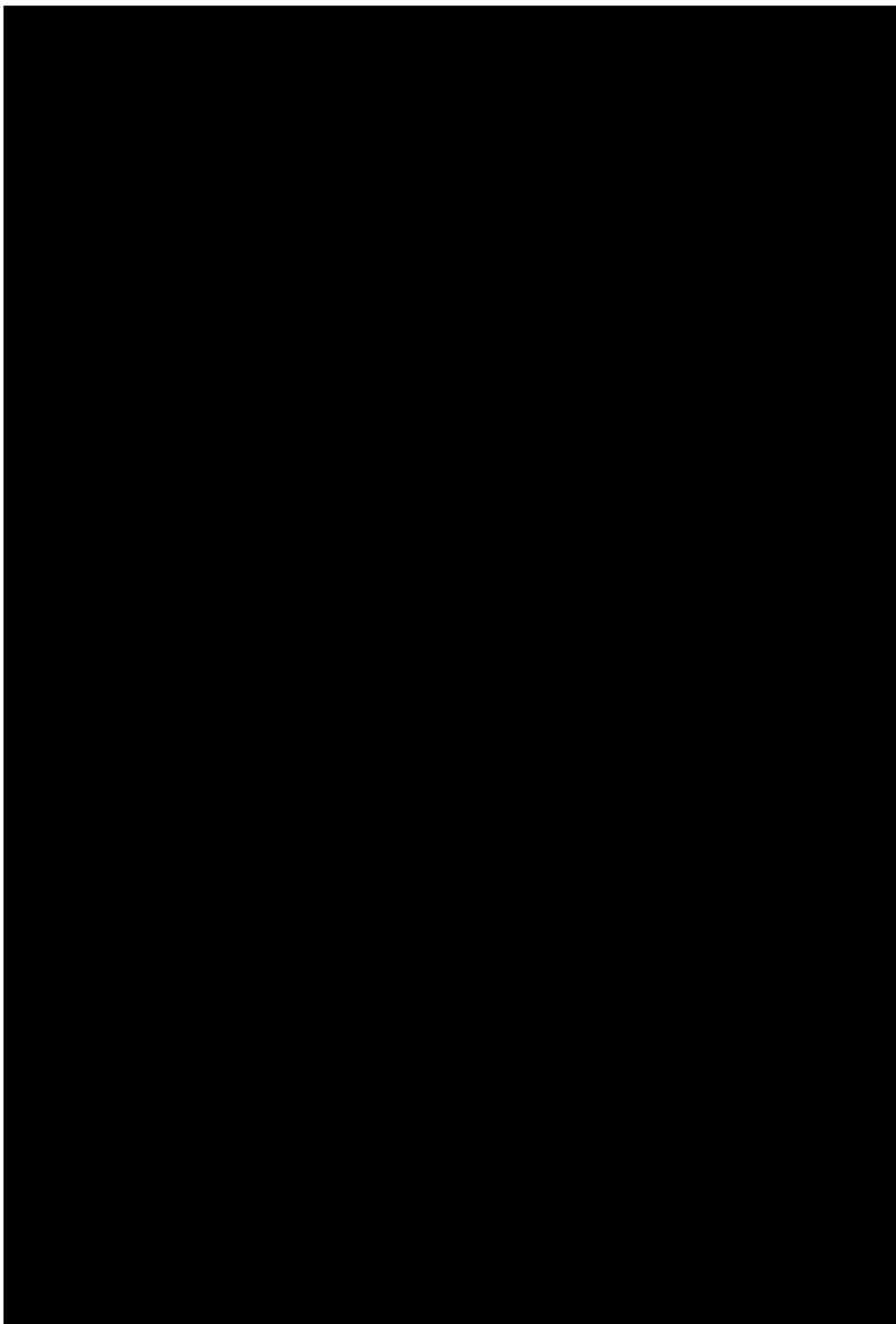


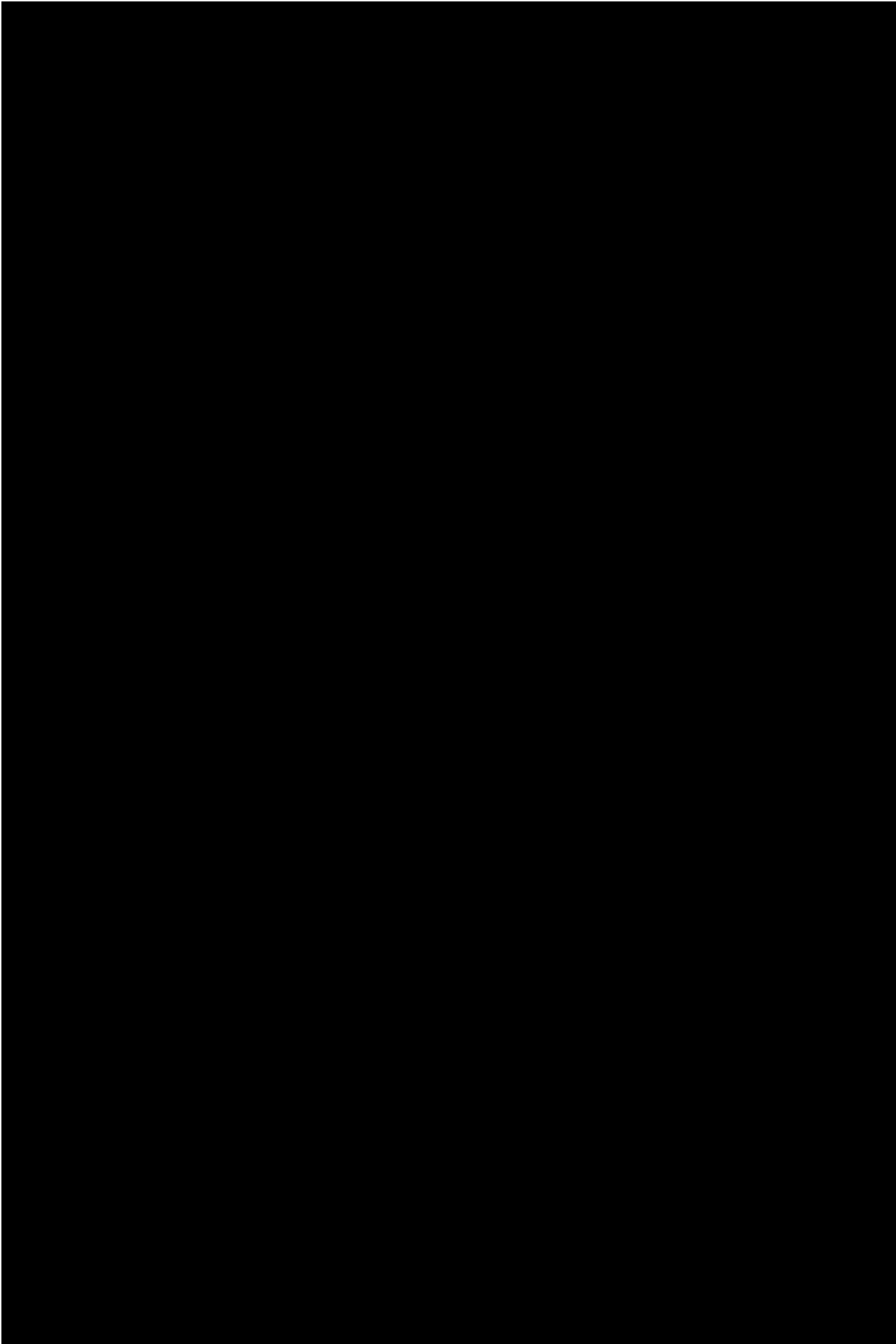


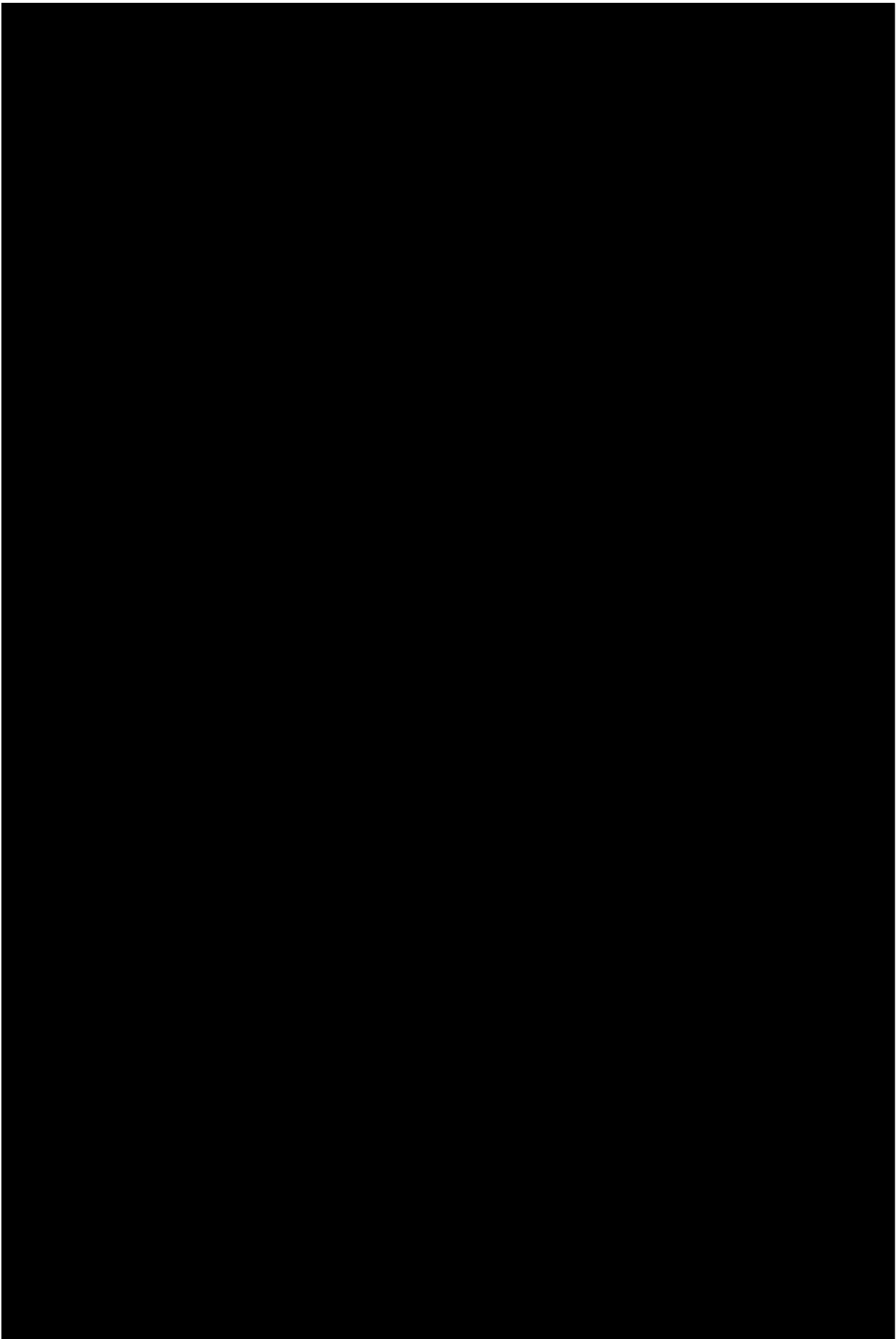


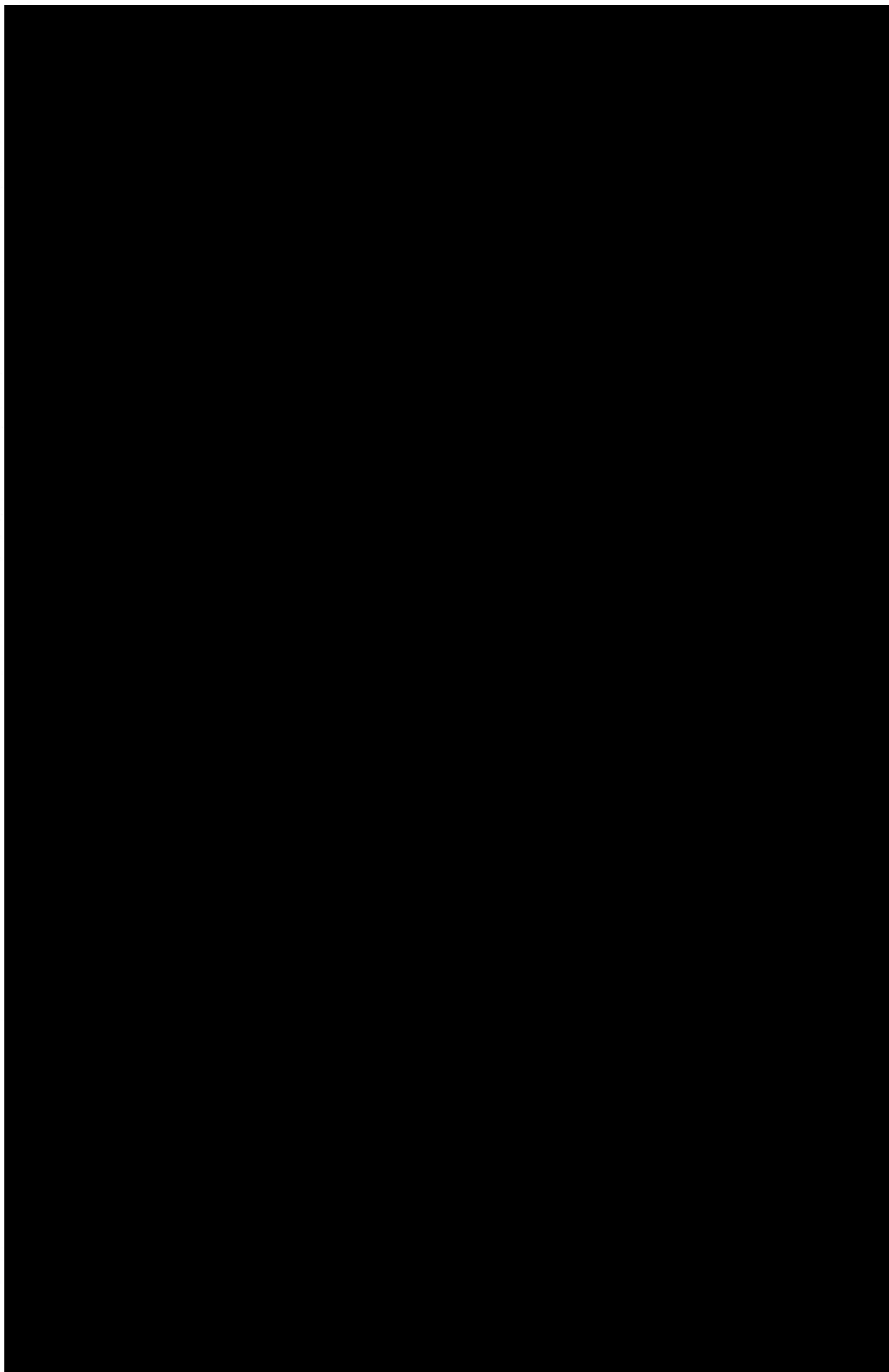


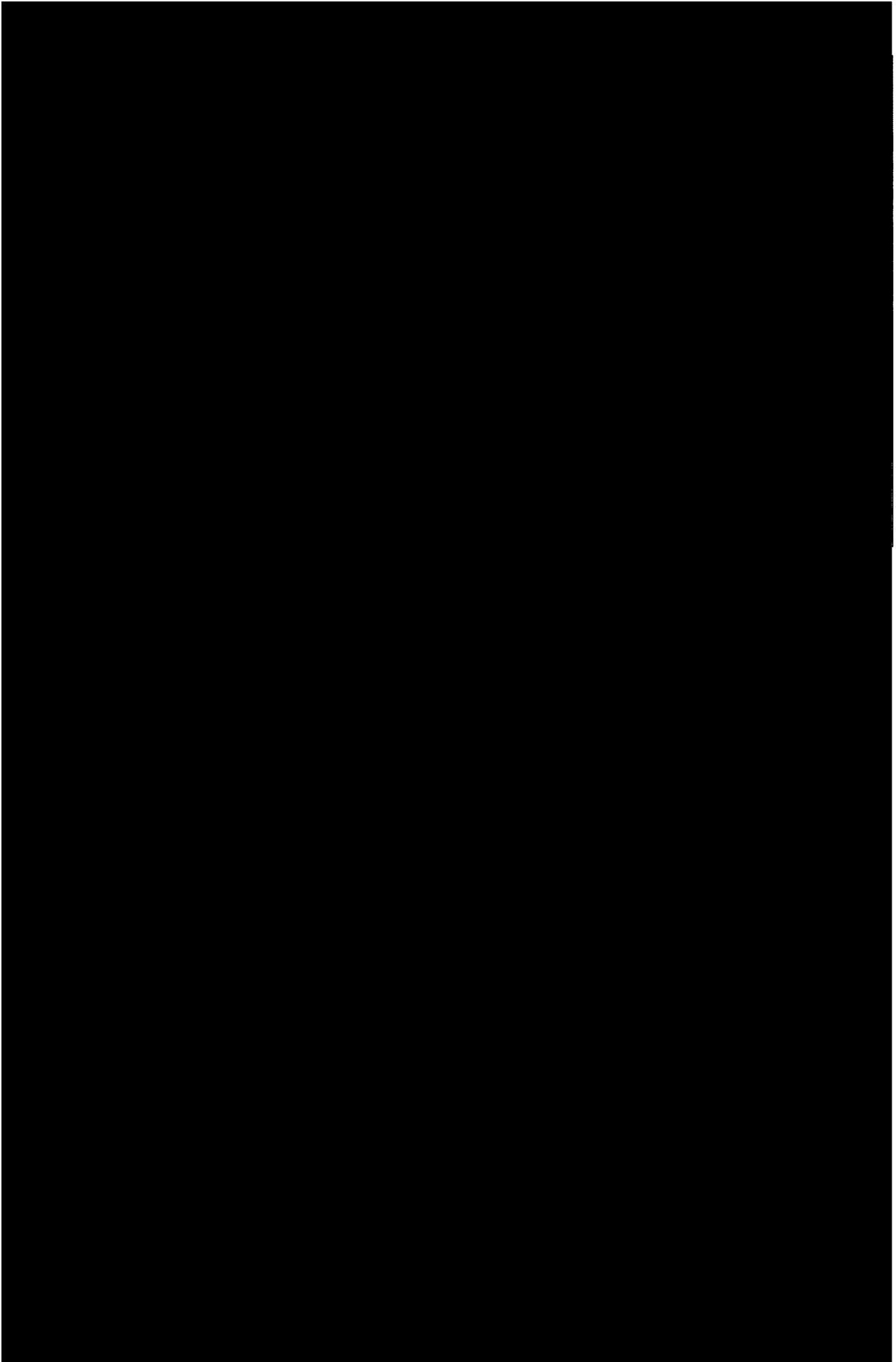


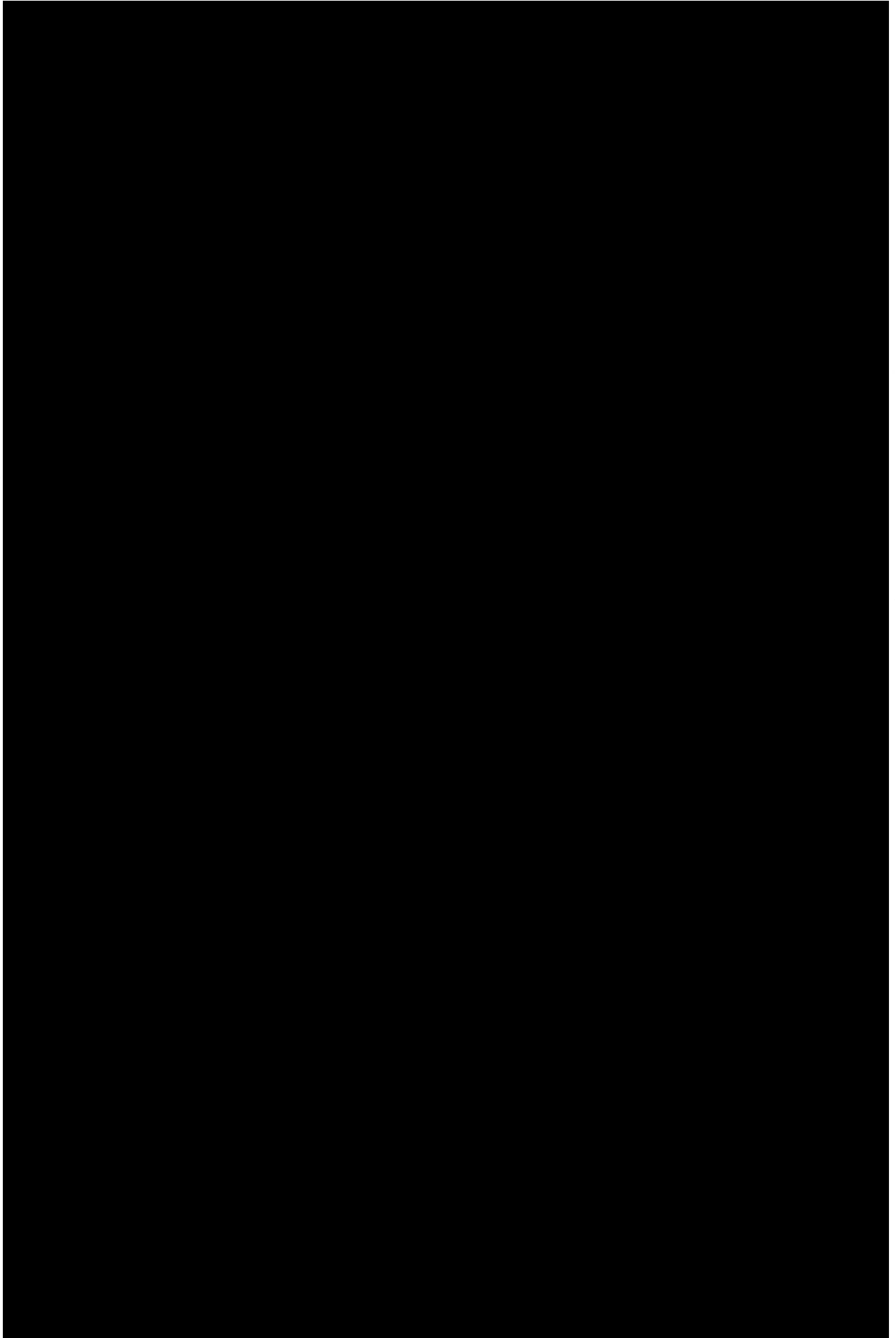


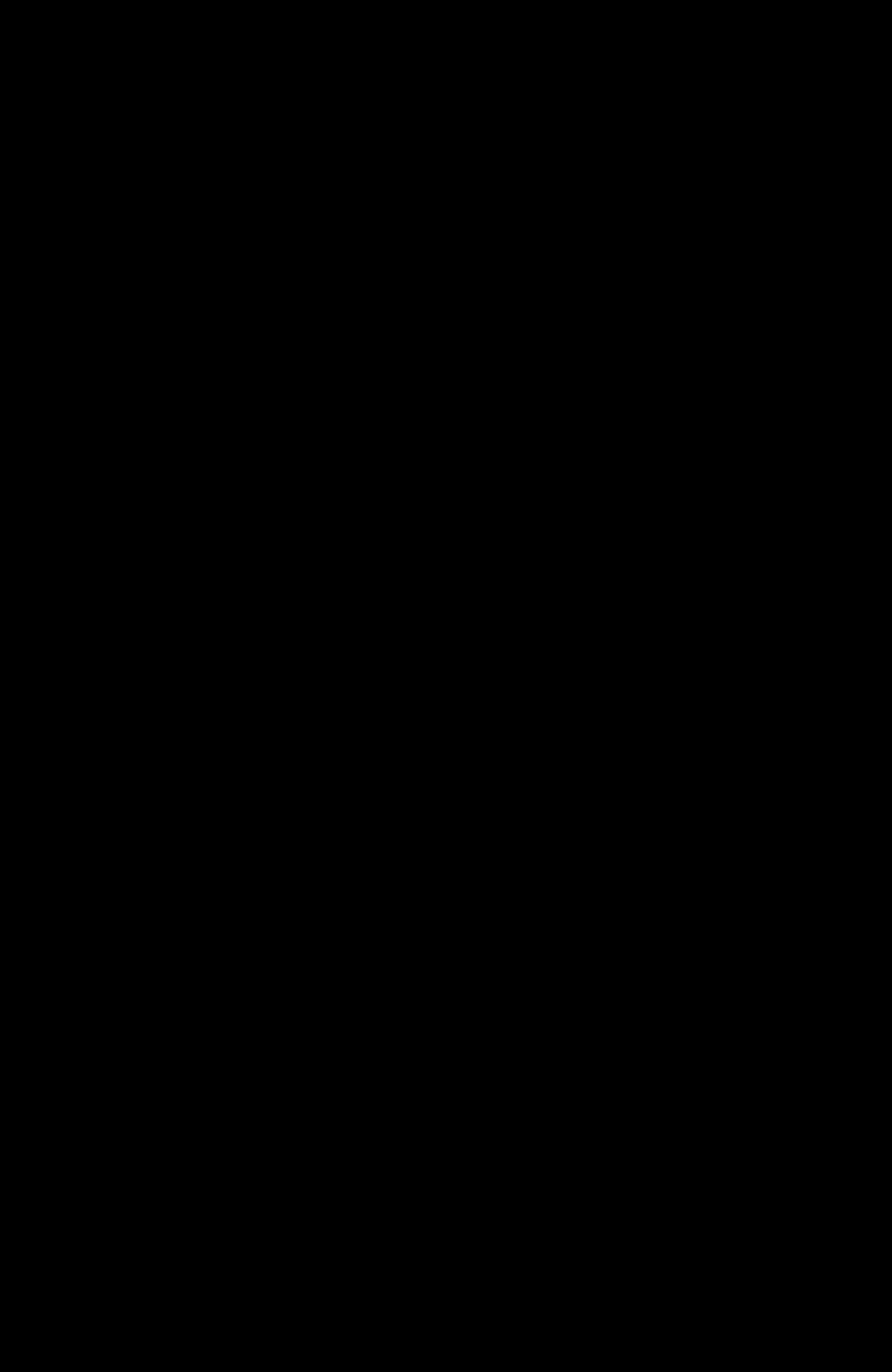


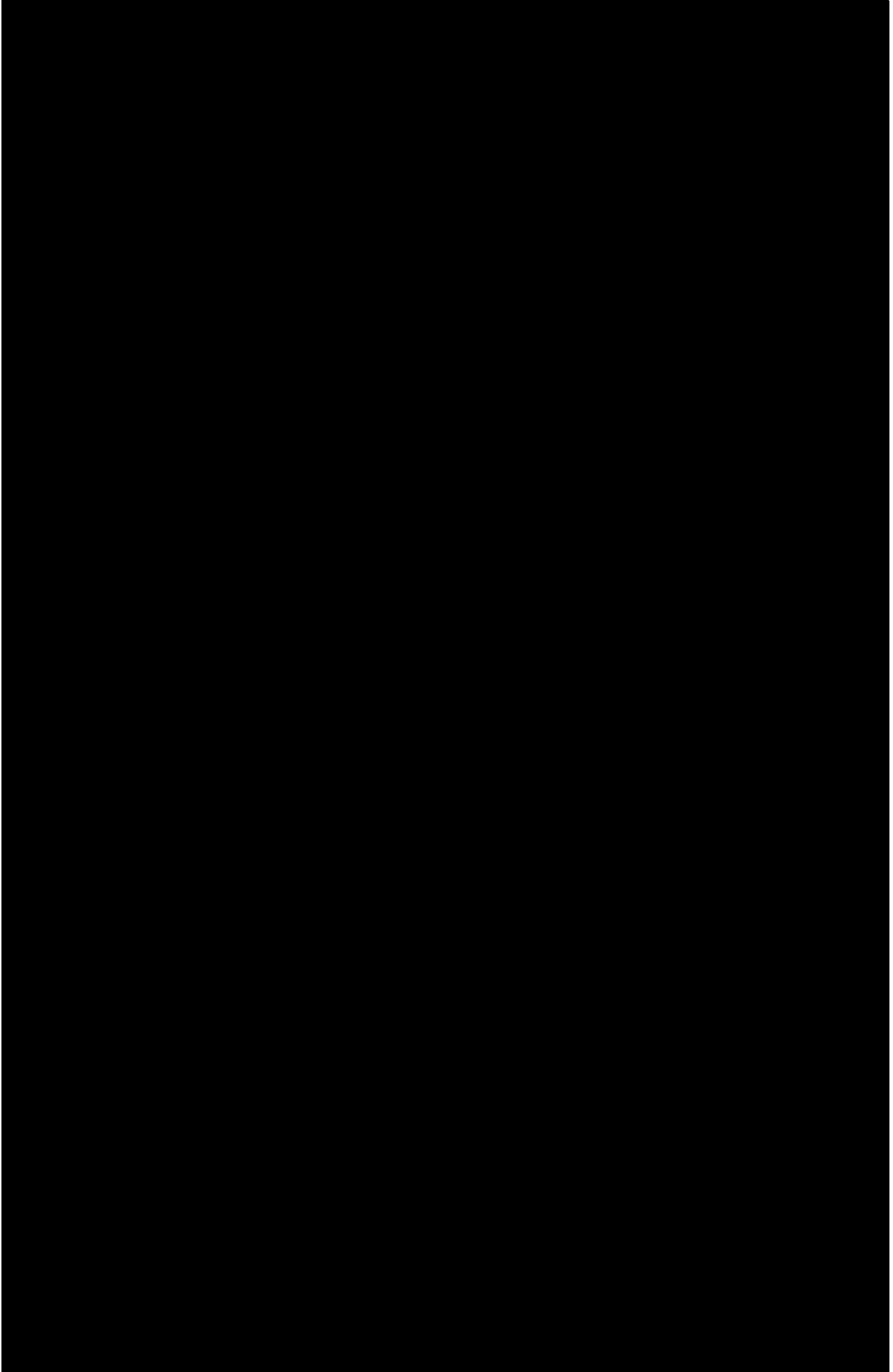


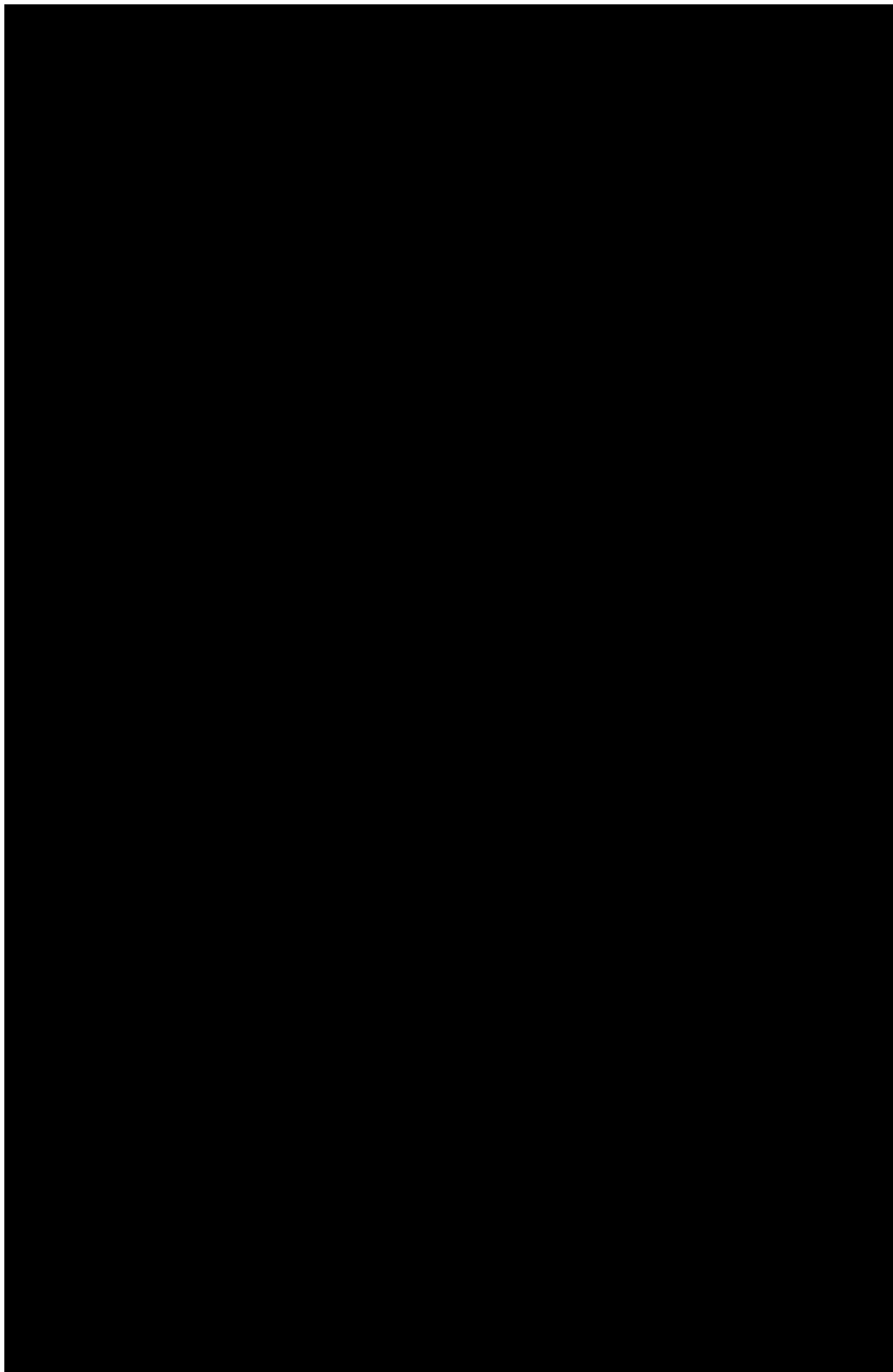


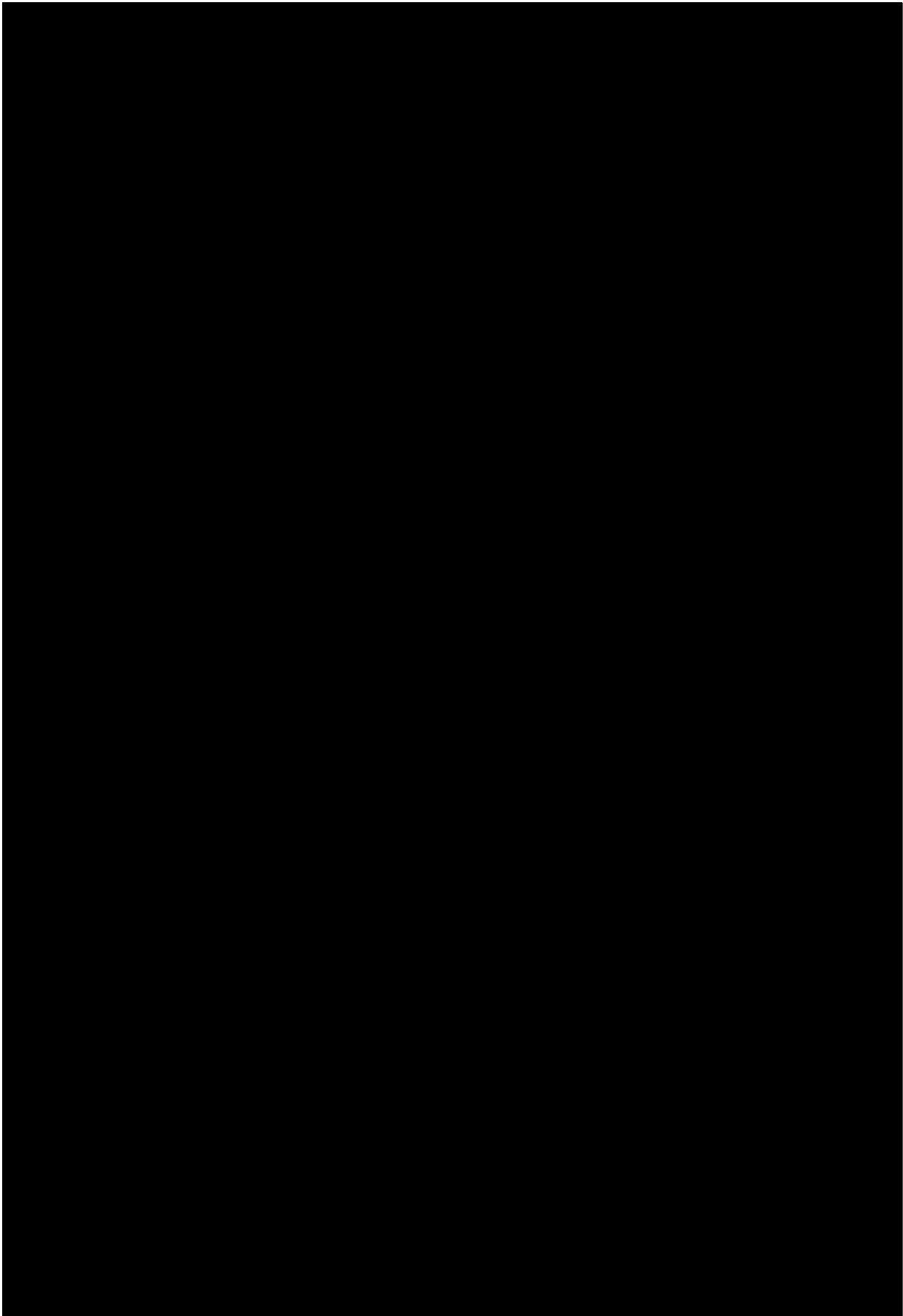












SCHEDULE F3. – FORM OF UNCONDITIONAL UNDERTAKING

(Clauses 1.1, 5.2(a) and 15.6(b)(ii))

THIS DEED POLL (Undertaking) made the _____ day of _____ 20

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

GIVEN BY: (Financial Institution)

The CSM Contractor: »

ABN »

Security Amount \$ »

The Contract: The Contract between the Principal and the CSM Contractor for [insert description of works provided under the contract]

Contract Title: Sydney Metro City & Southwest – Central Station Main Works

Contract Number: ».....

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

Undertaking

- (a) At the request of the CSM Contractor, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
- (b) The Financial Institution unconditionally agrees that, if notified in writing purportedly signed by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the CSM Contractor and despite any notice from the CSM Contractor not to pay. Payment of the Security Amount or any part or parts of the Security Amount will be made by the Financial Institution to the Principal upon the Financial Institution receiving at [insert address office of Financial Institution] (Payment Office) while this Undertaking remains in force an unconditional written demand from the Principal accompanied by this Undertaking with no obligation on the Financial Institution to enquire as to the correctness or validity of any demand. Where a demand and payment is made for a sum that is less than the Security Amount, the Financial Institution will issue to the Principal a replacement Undertaking for the balance of the Security Amount then remaining, after such part payment or payments.
- (c) The Principal must not assign this Undertaking without the prior consent of the Financial Institution, which must not be unreasonably withheld.
- (d) This Undertaking continues until one of the following occurs:

- (i) the Principal notifies the Financial Institution in writing, purportedly signed by the Principal, that the Security Amount is no longer required;
 - (ii) this Undertaking is returned to the Financial Institution;
 - (iii) the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall; or
 - (iv) the close of business (5:00pm) on [expiry date to be inserted].
- (e) At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking, and the liability of the Financial Institution will then immediately end.
- (f) This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.

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

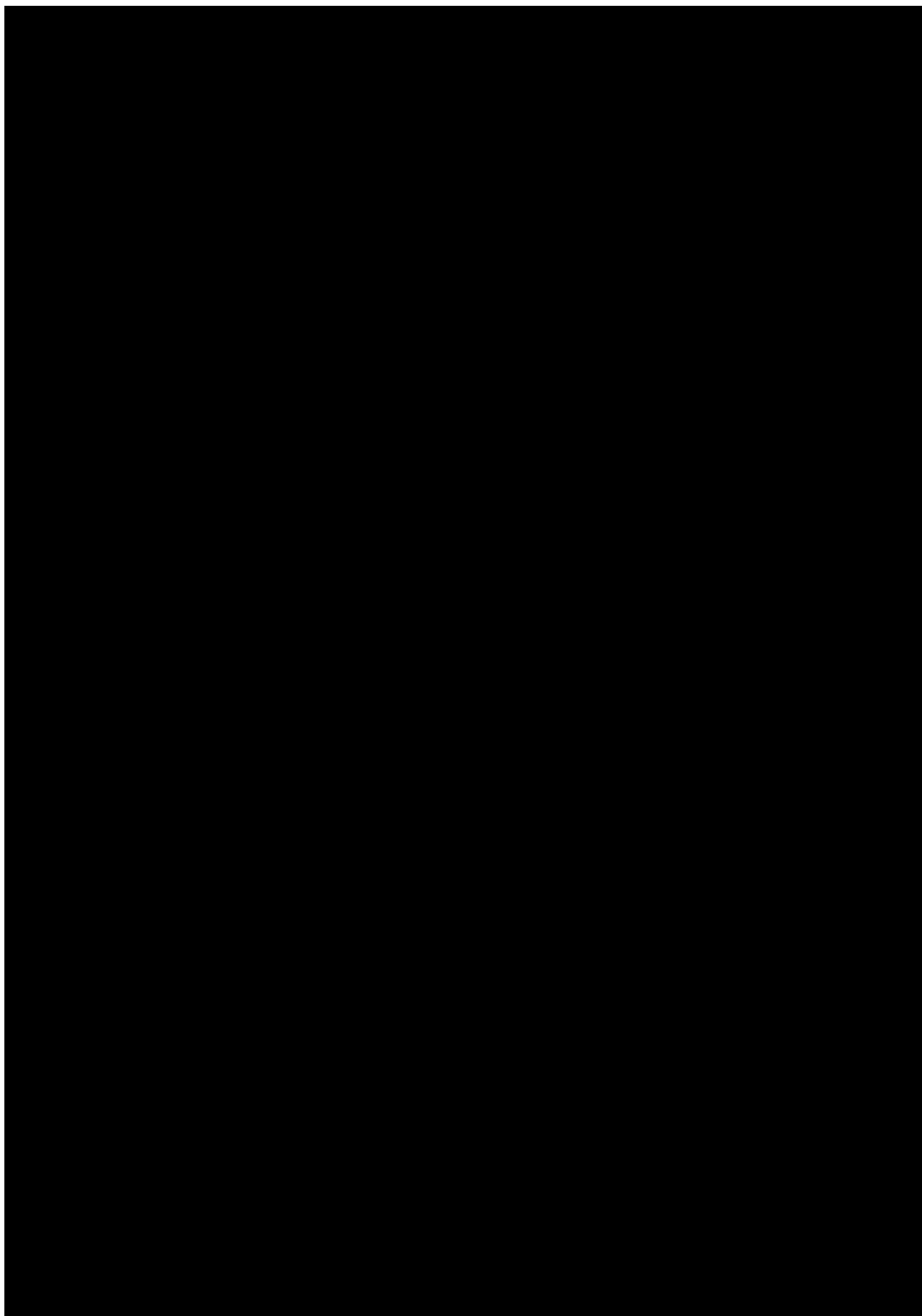
Signature of Attorney

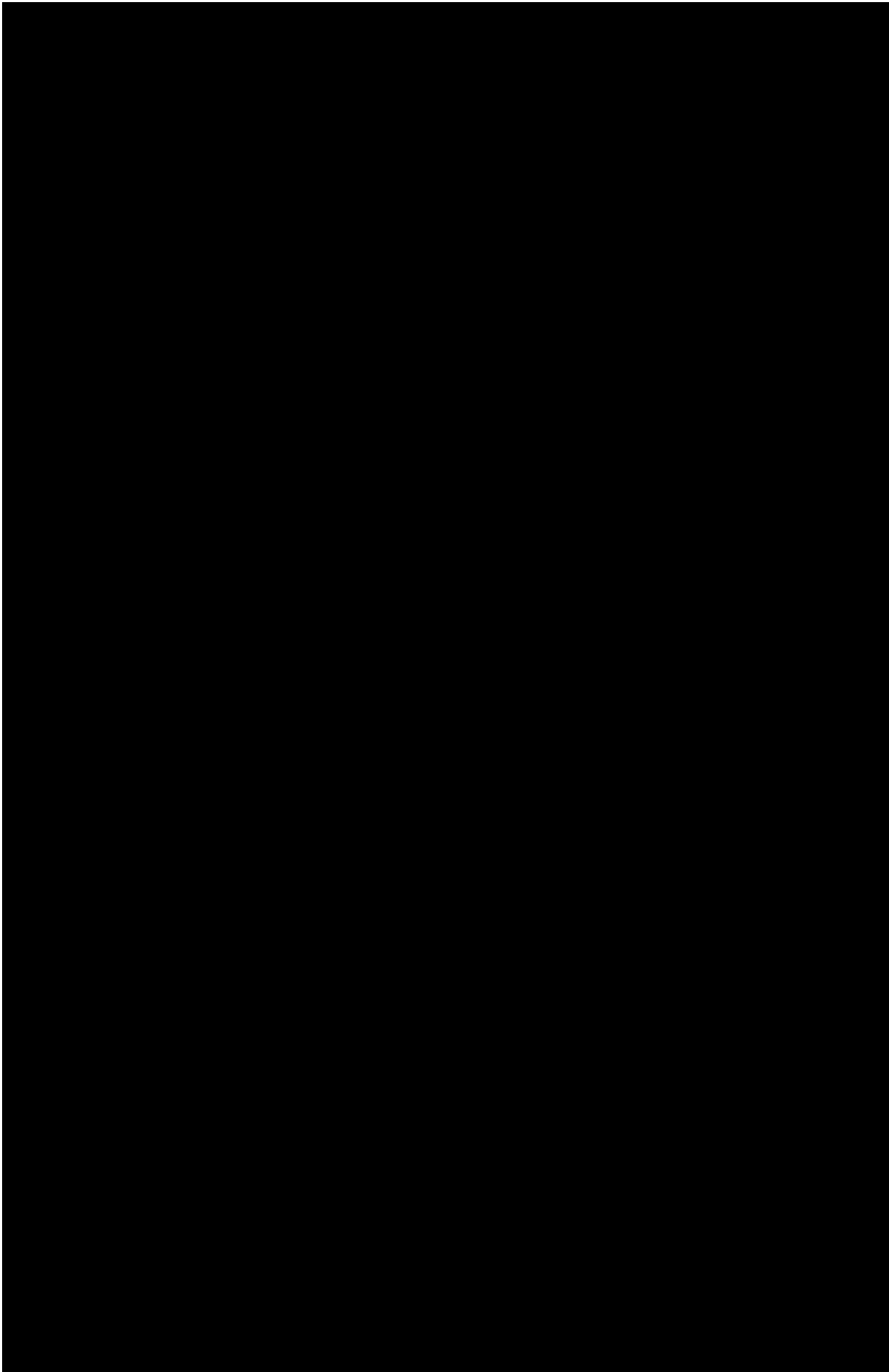
Signature of Witness

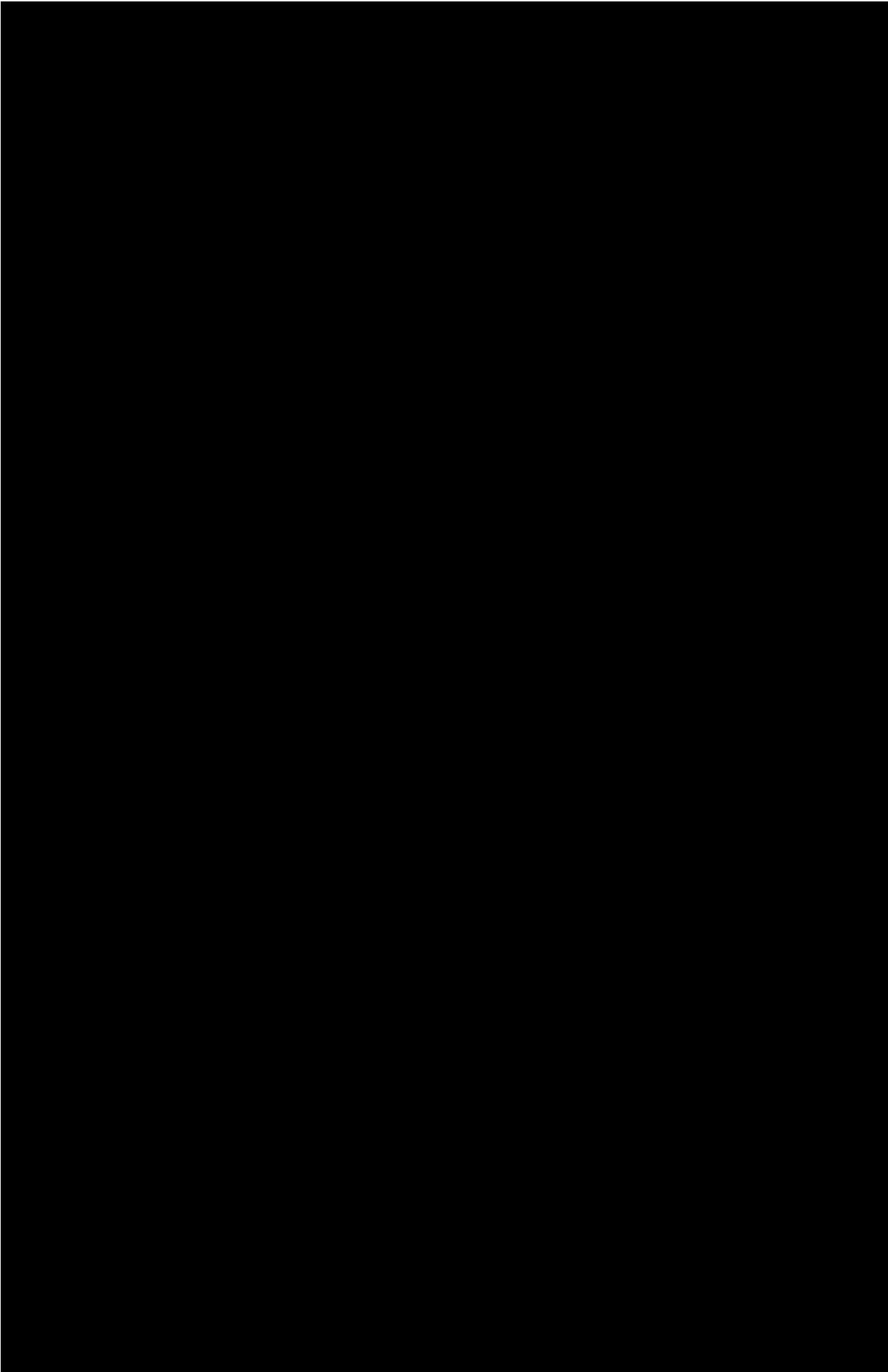
Name of Attorney in full

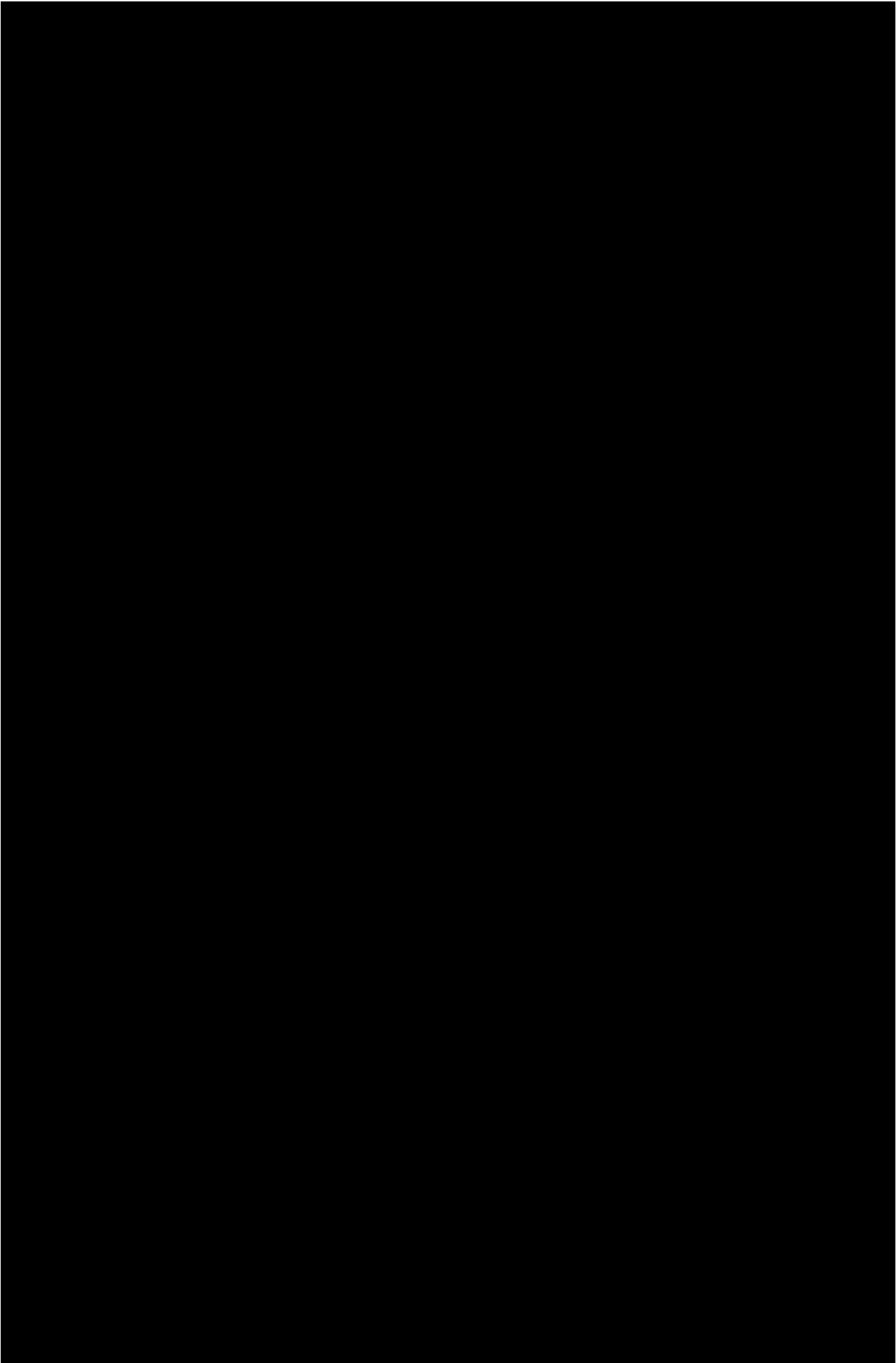
Name of Witness in full

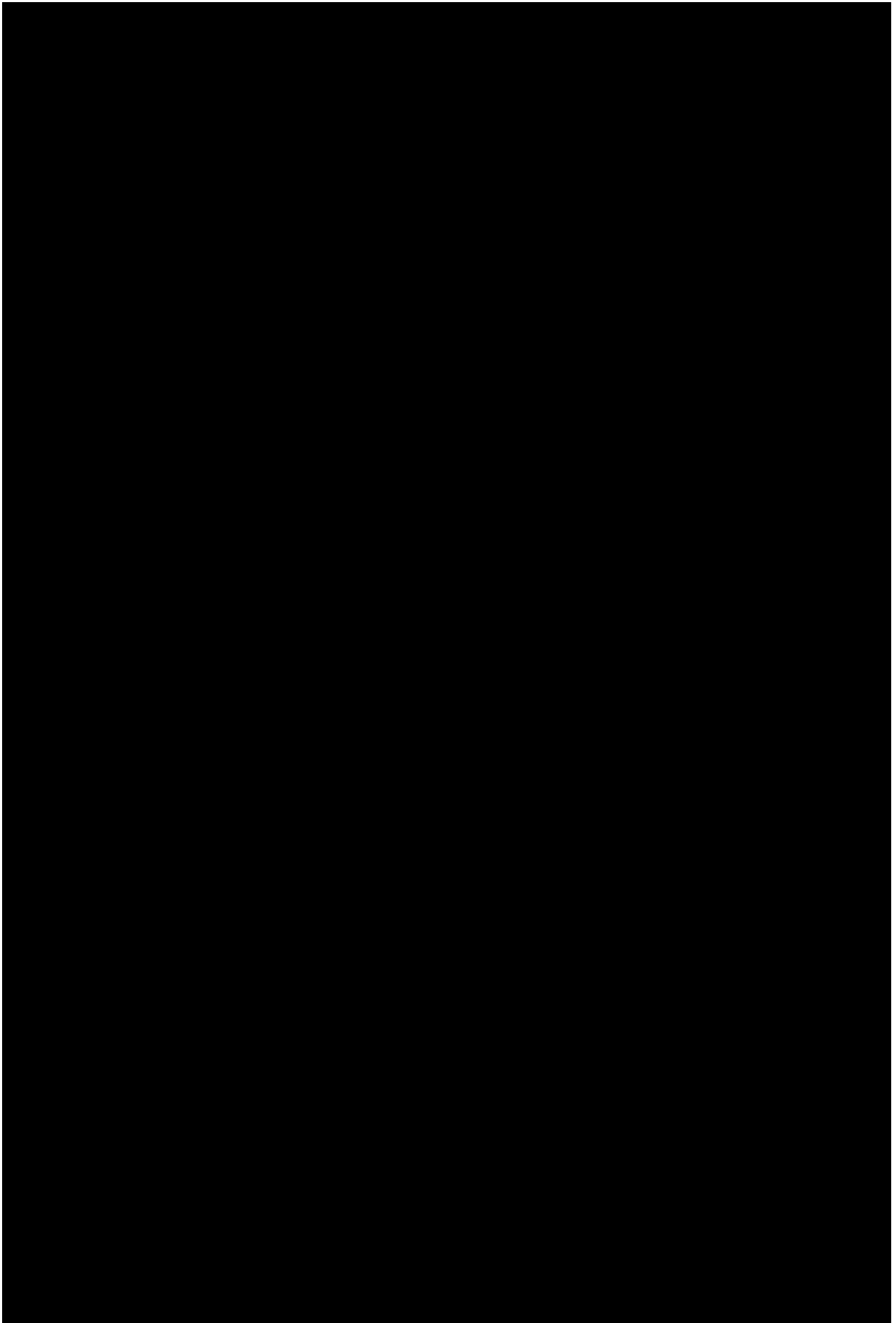
SCHEDULE F4. – PARENT COMPANY GUARANTEE

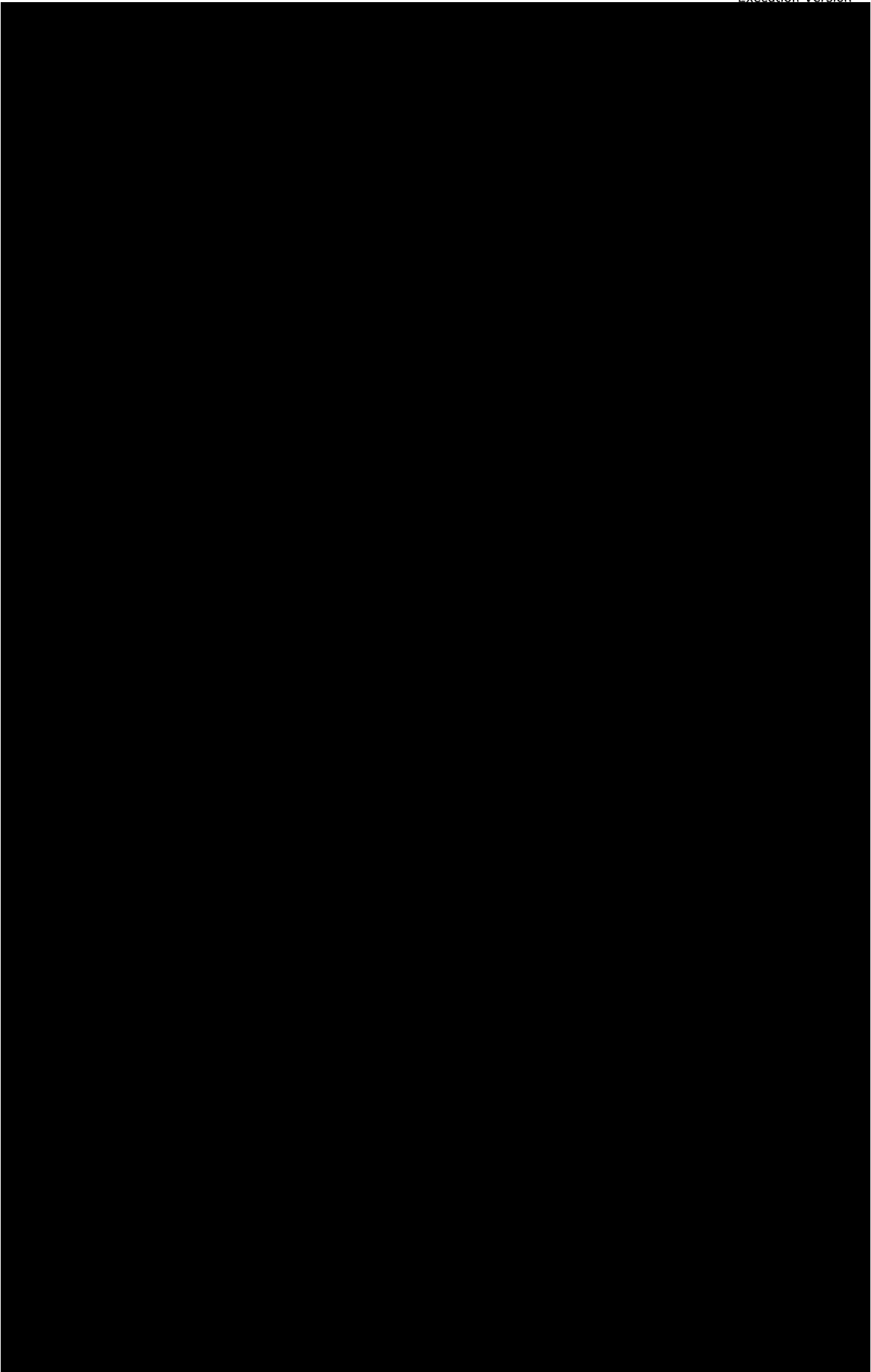


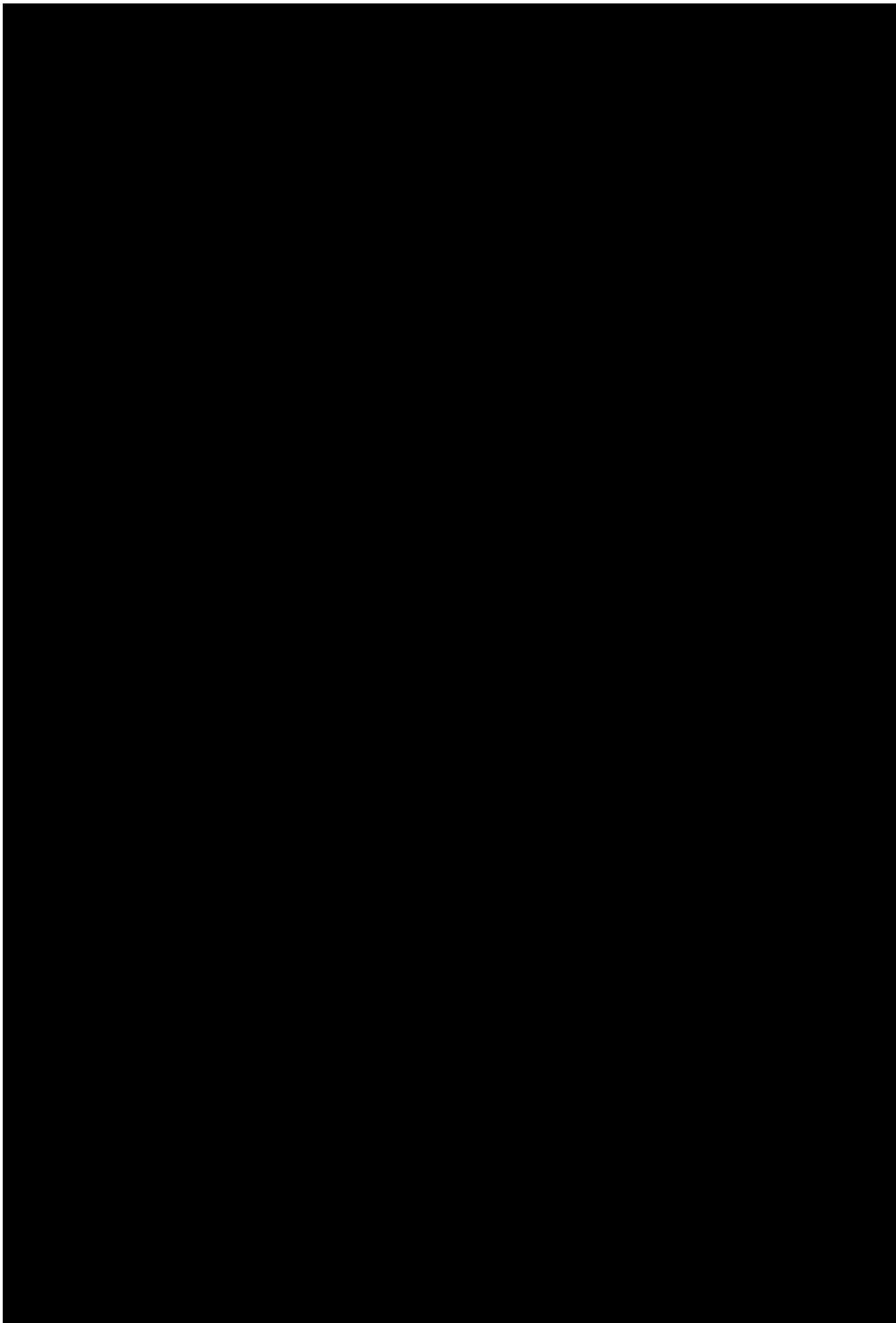


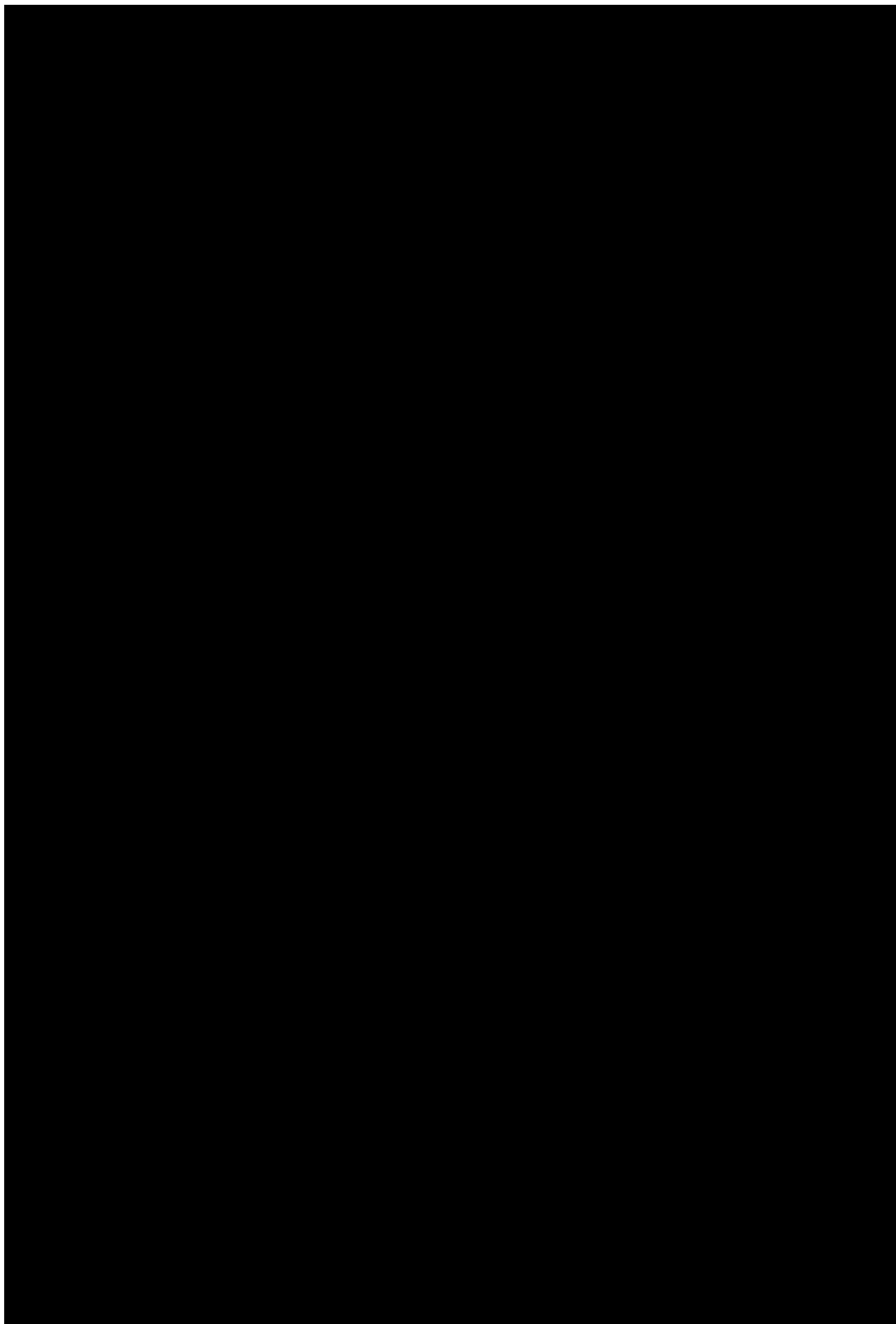


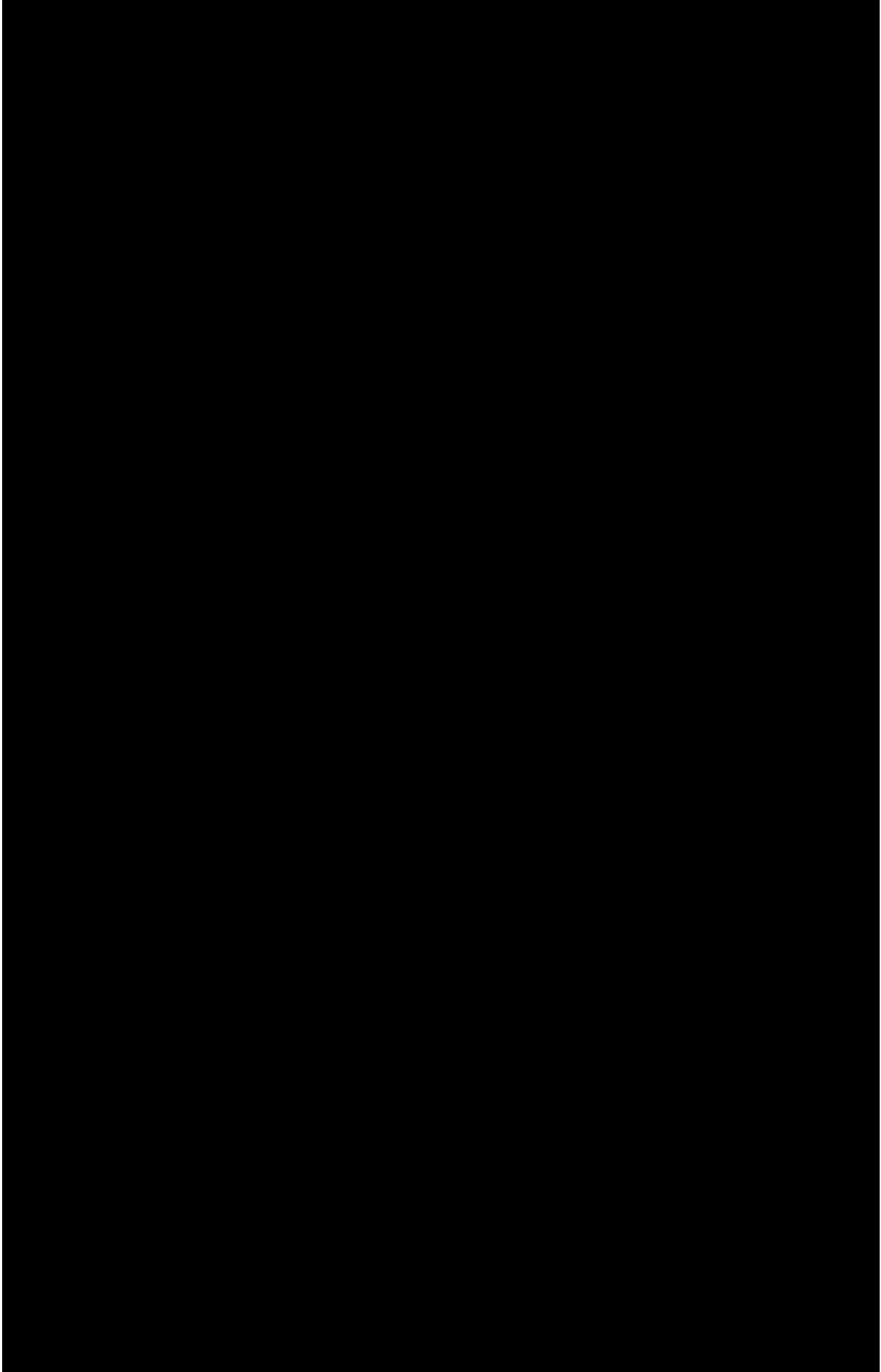


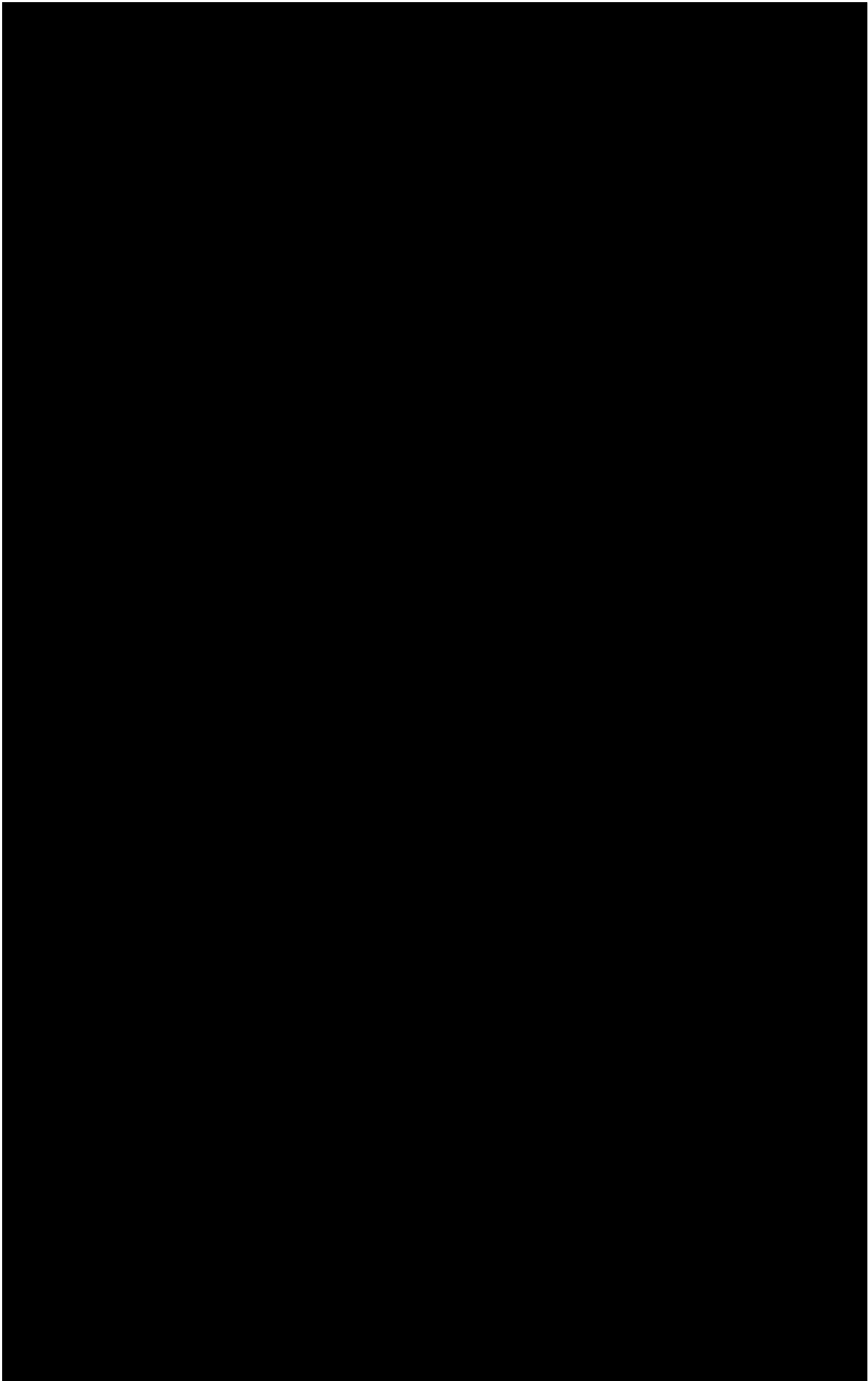


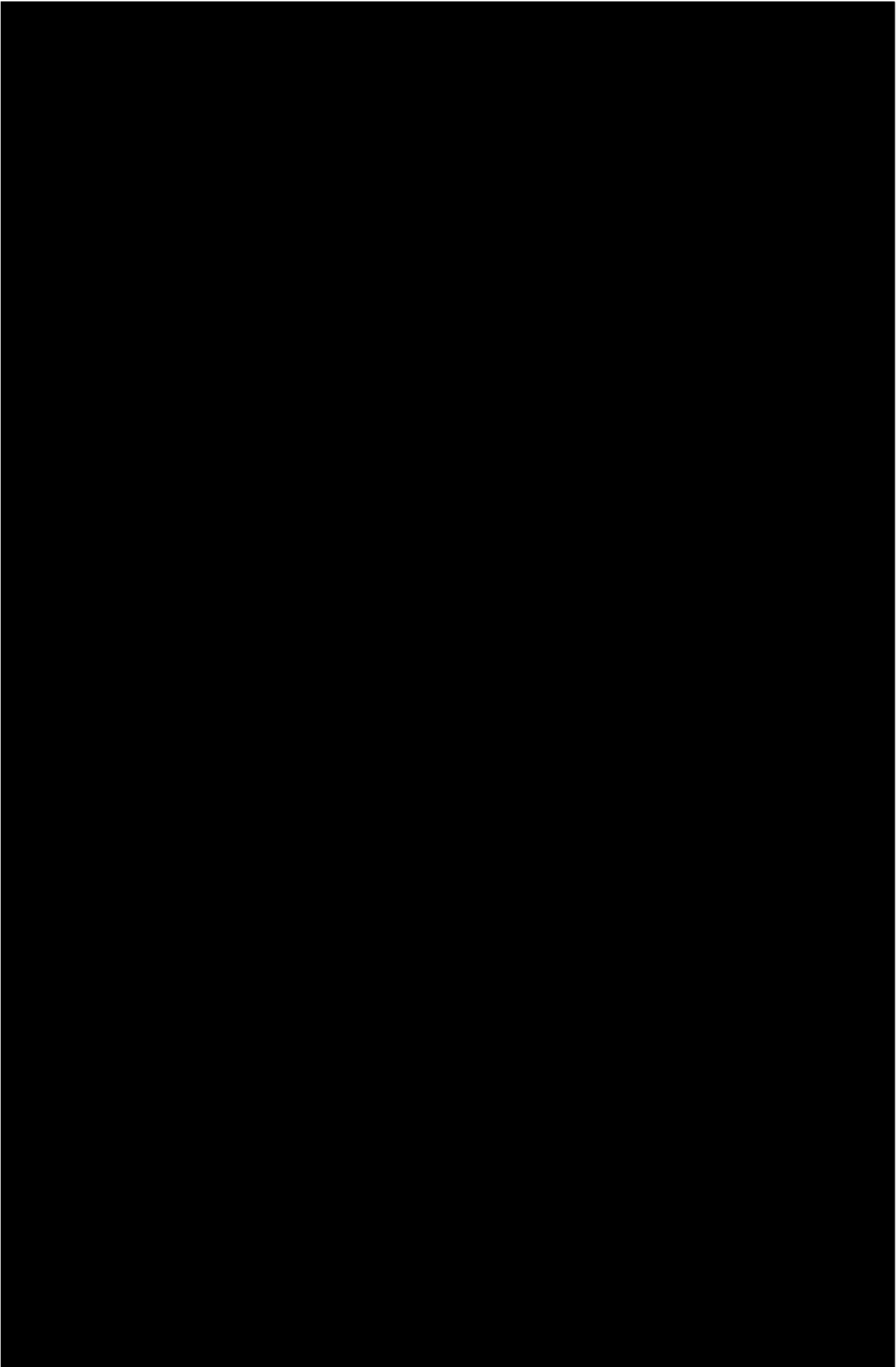


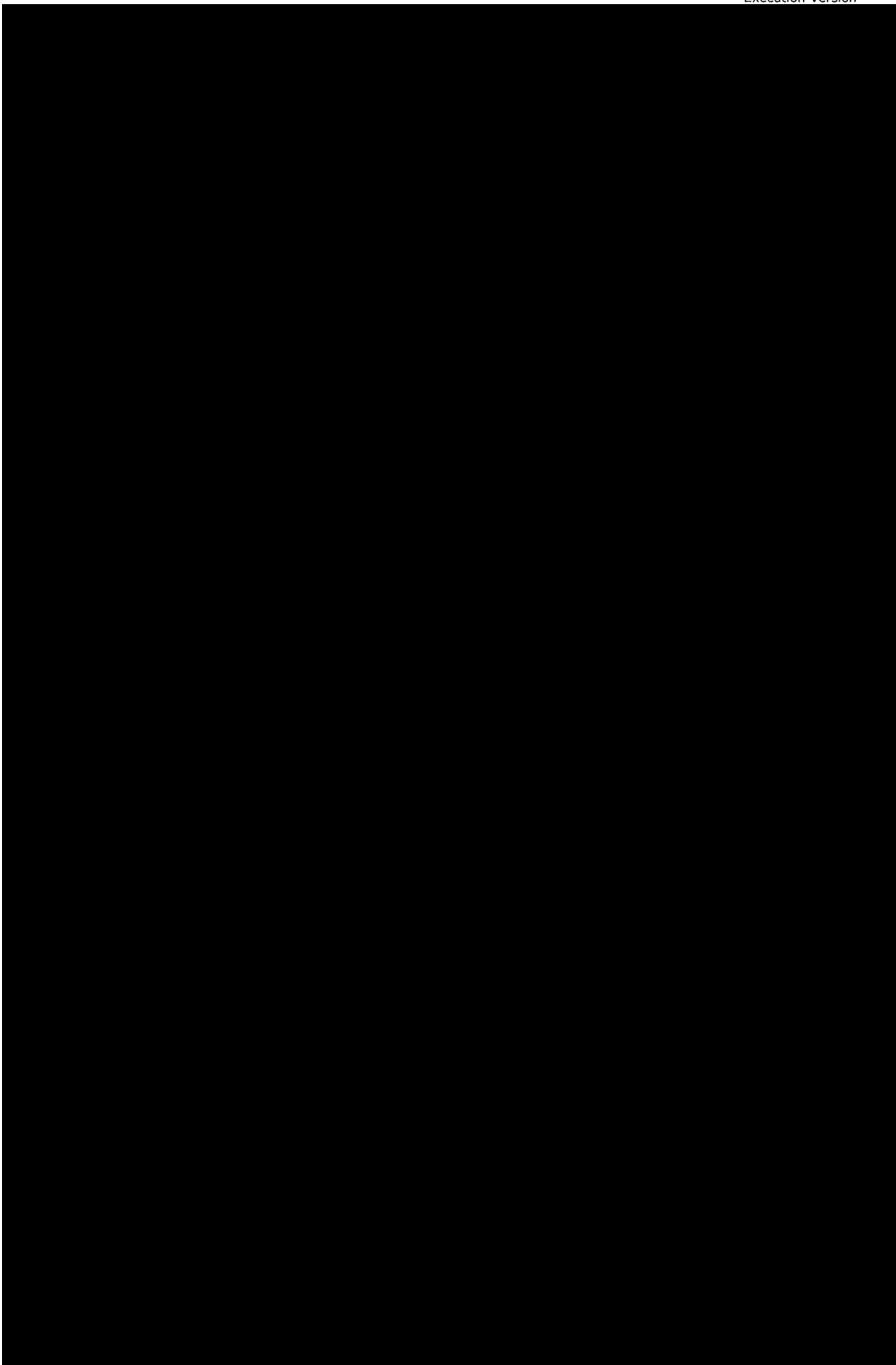


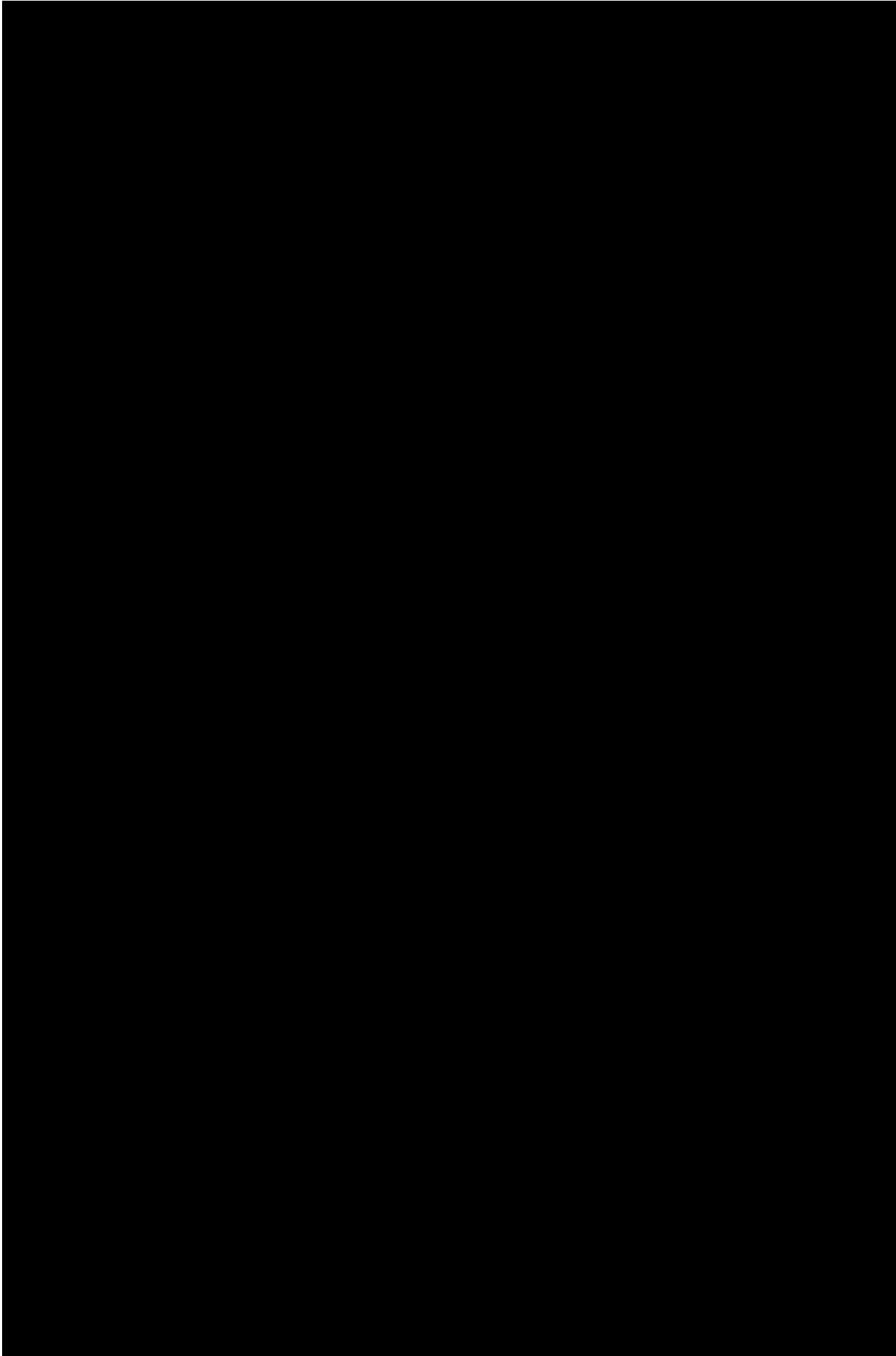


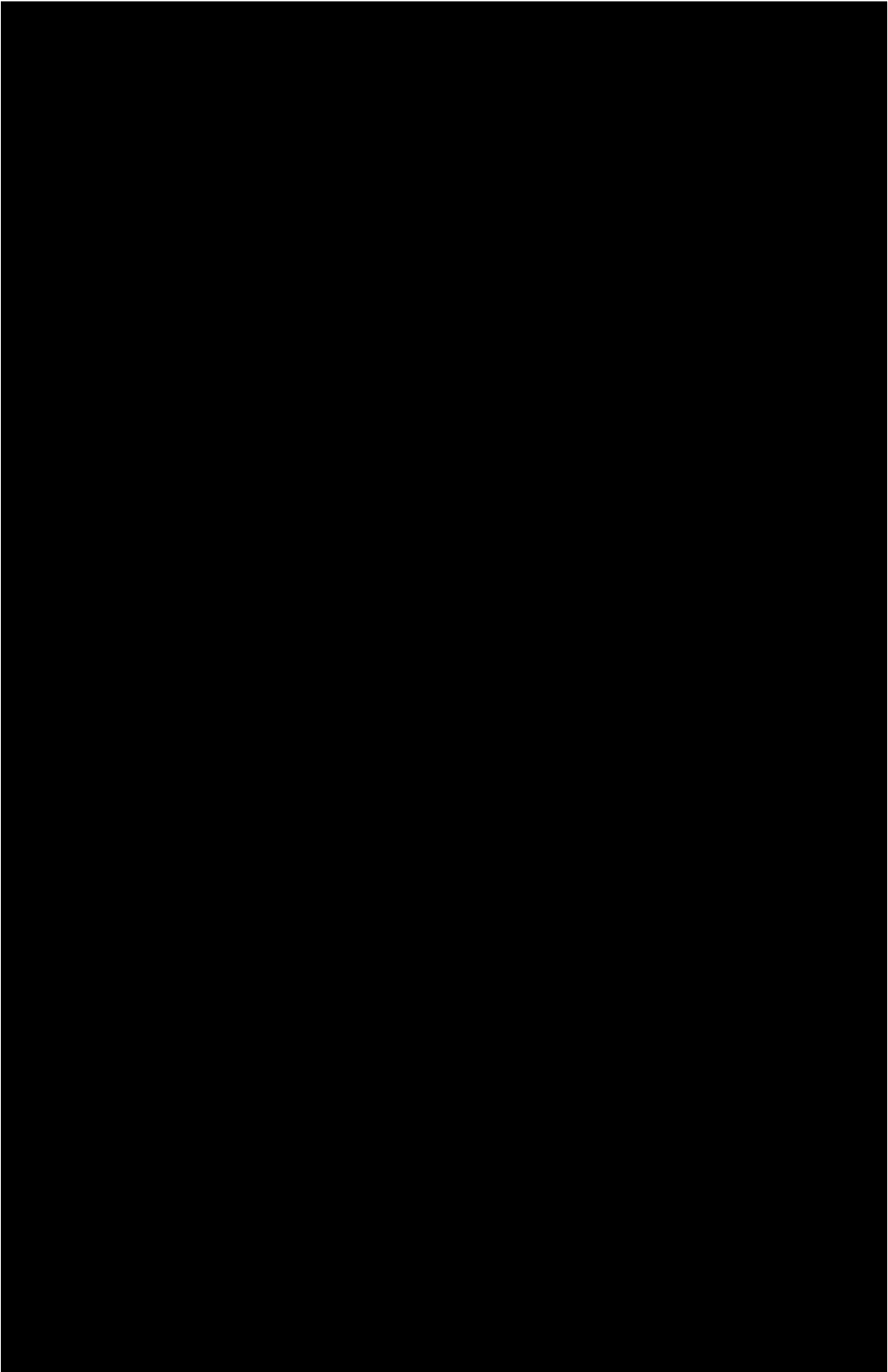


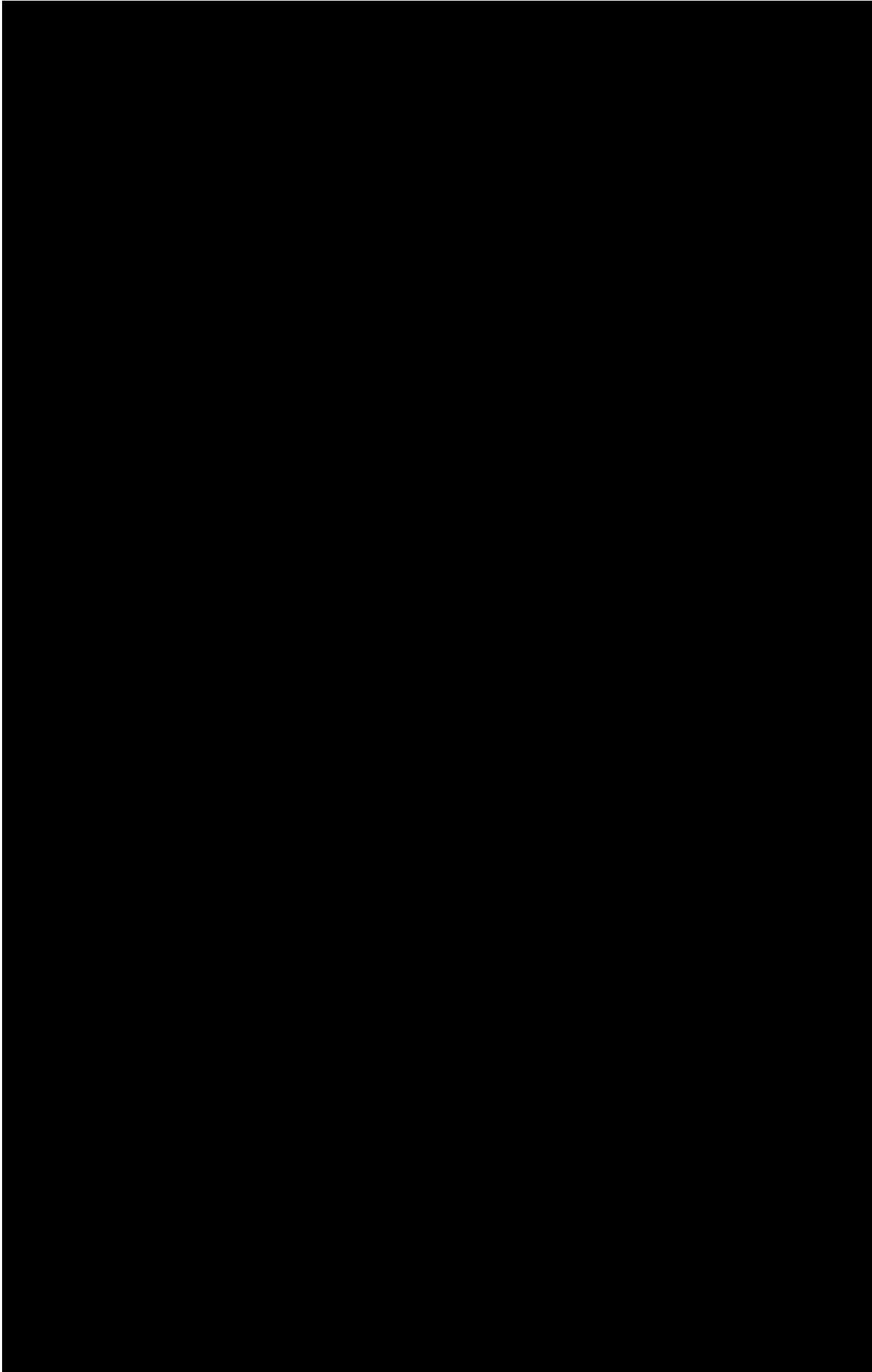


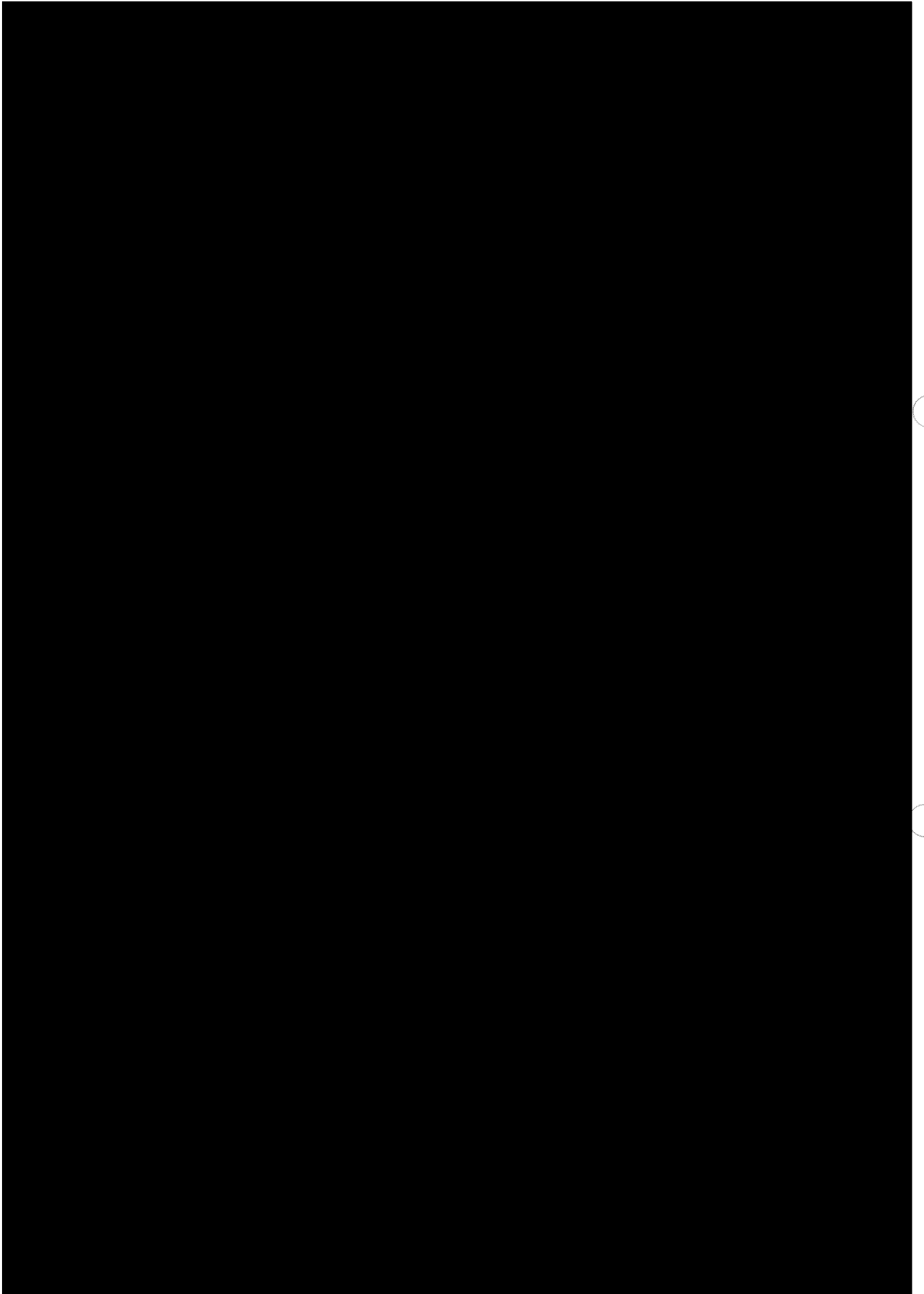


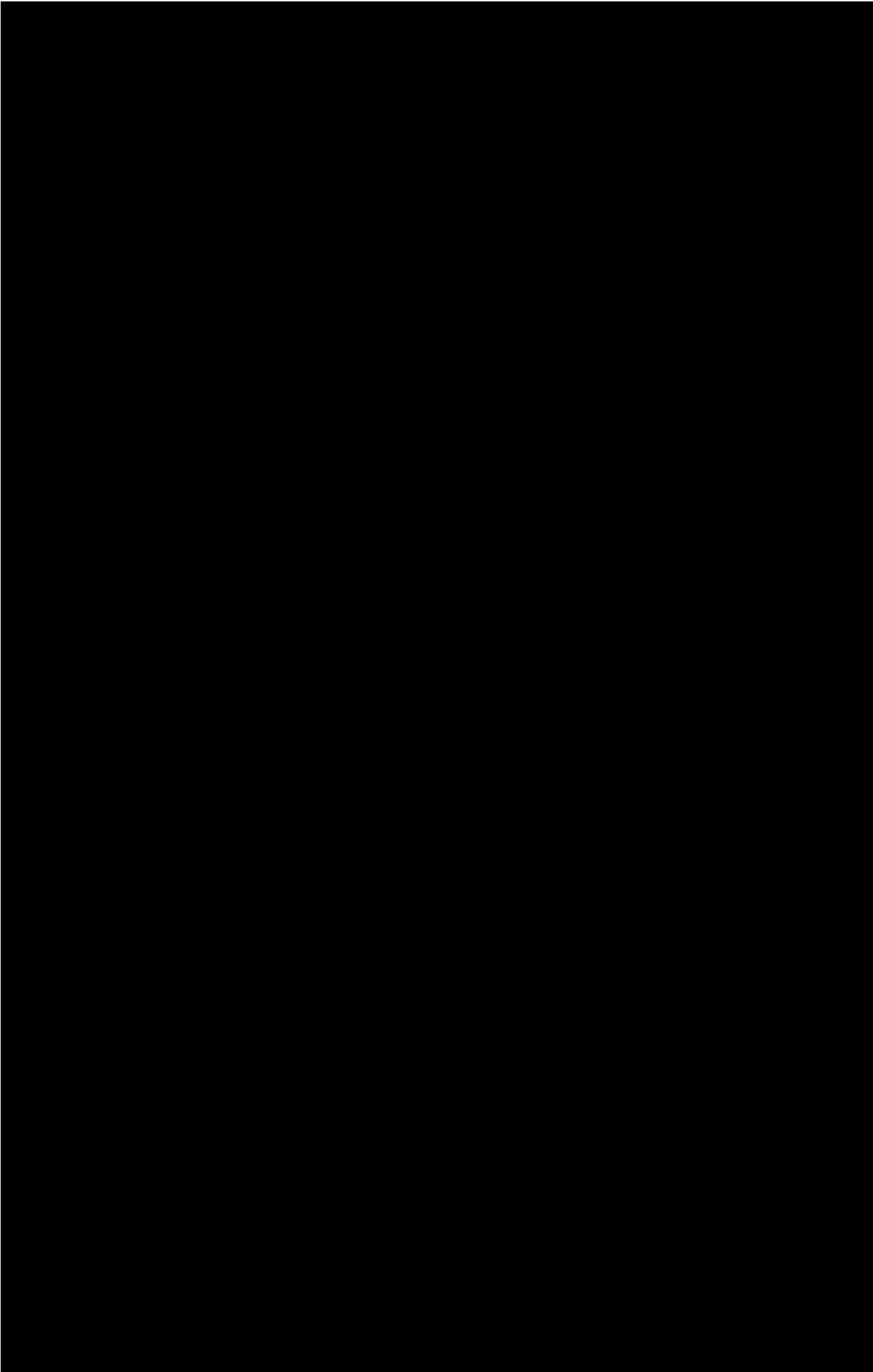




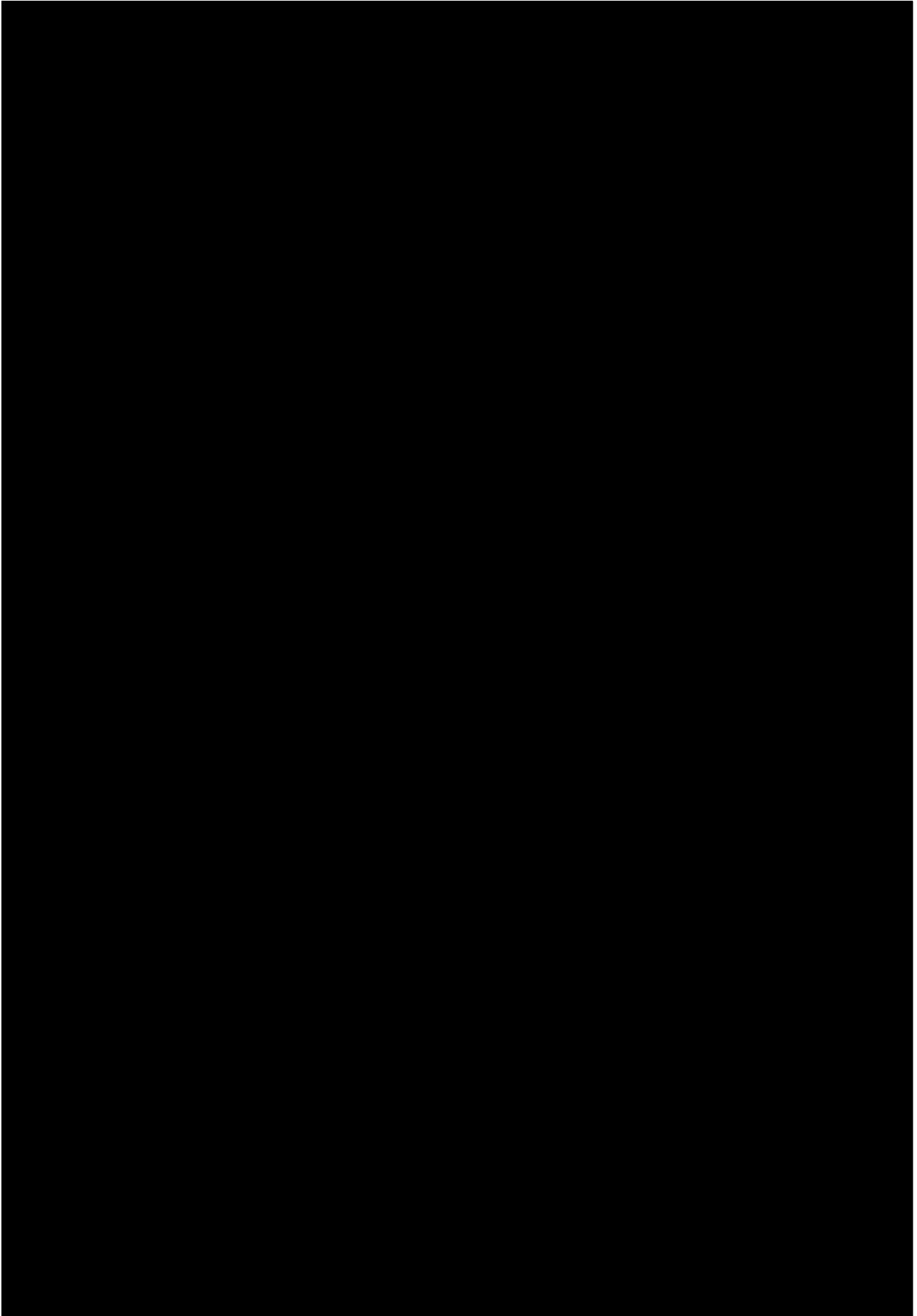


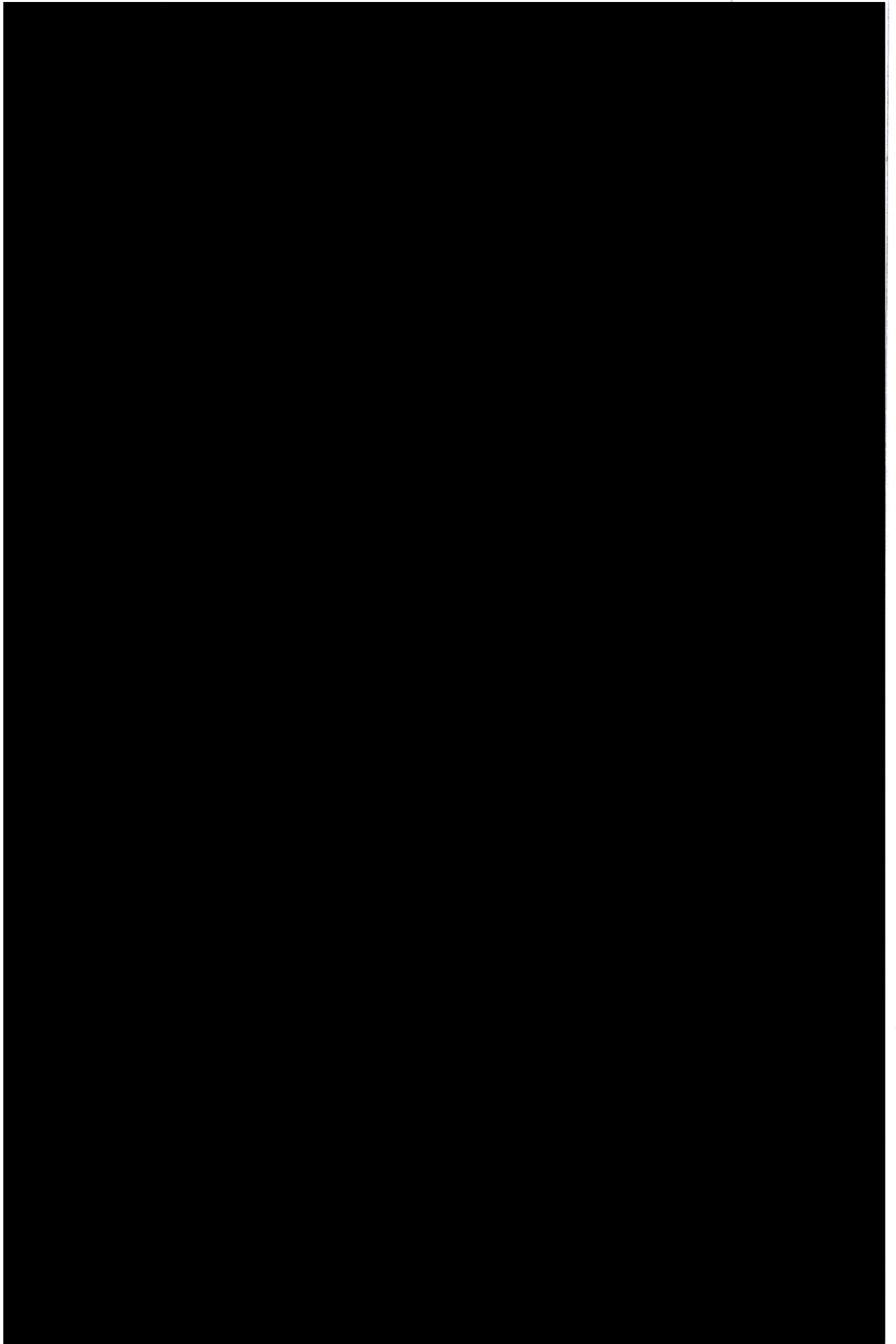


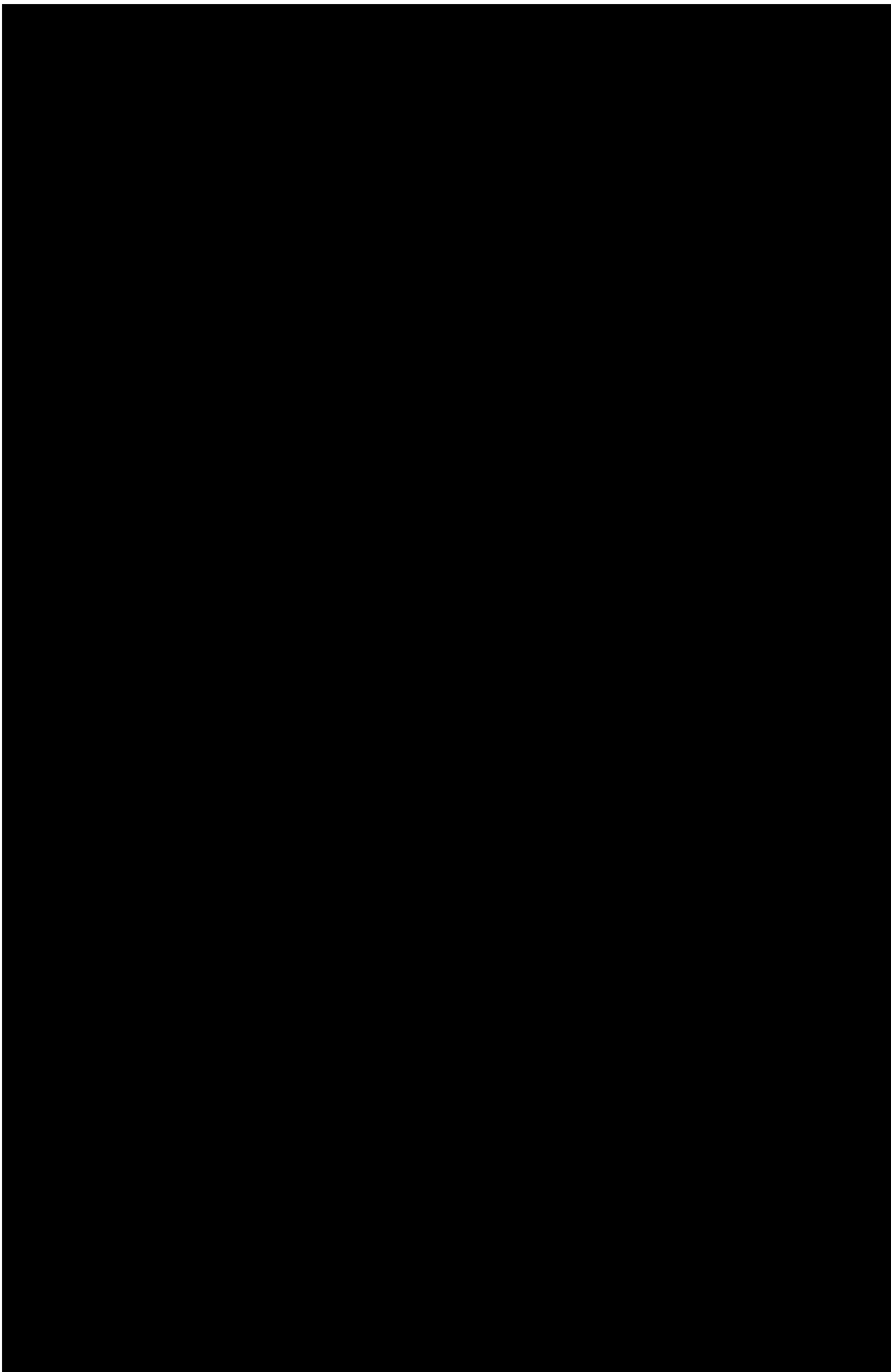


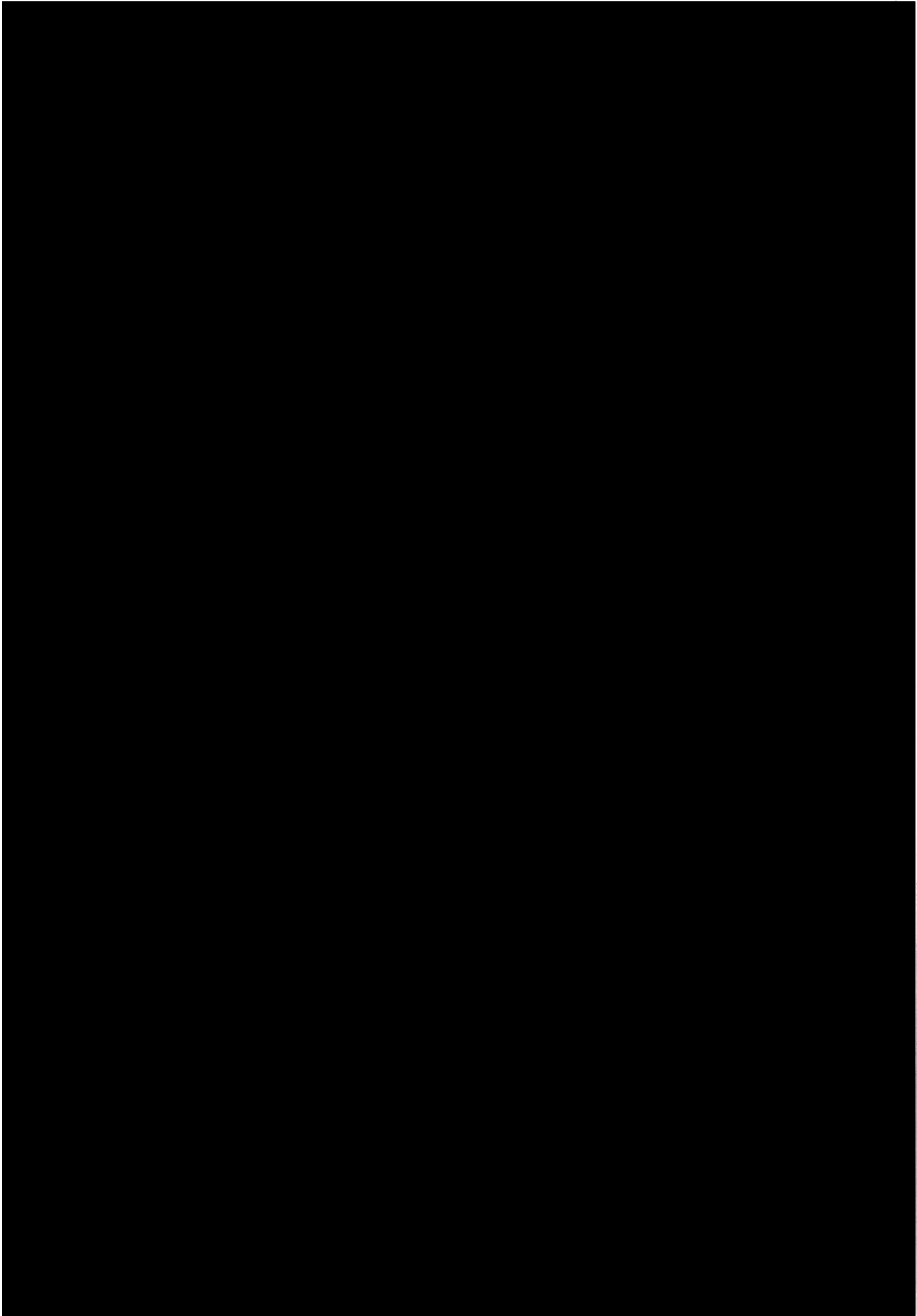


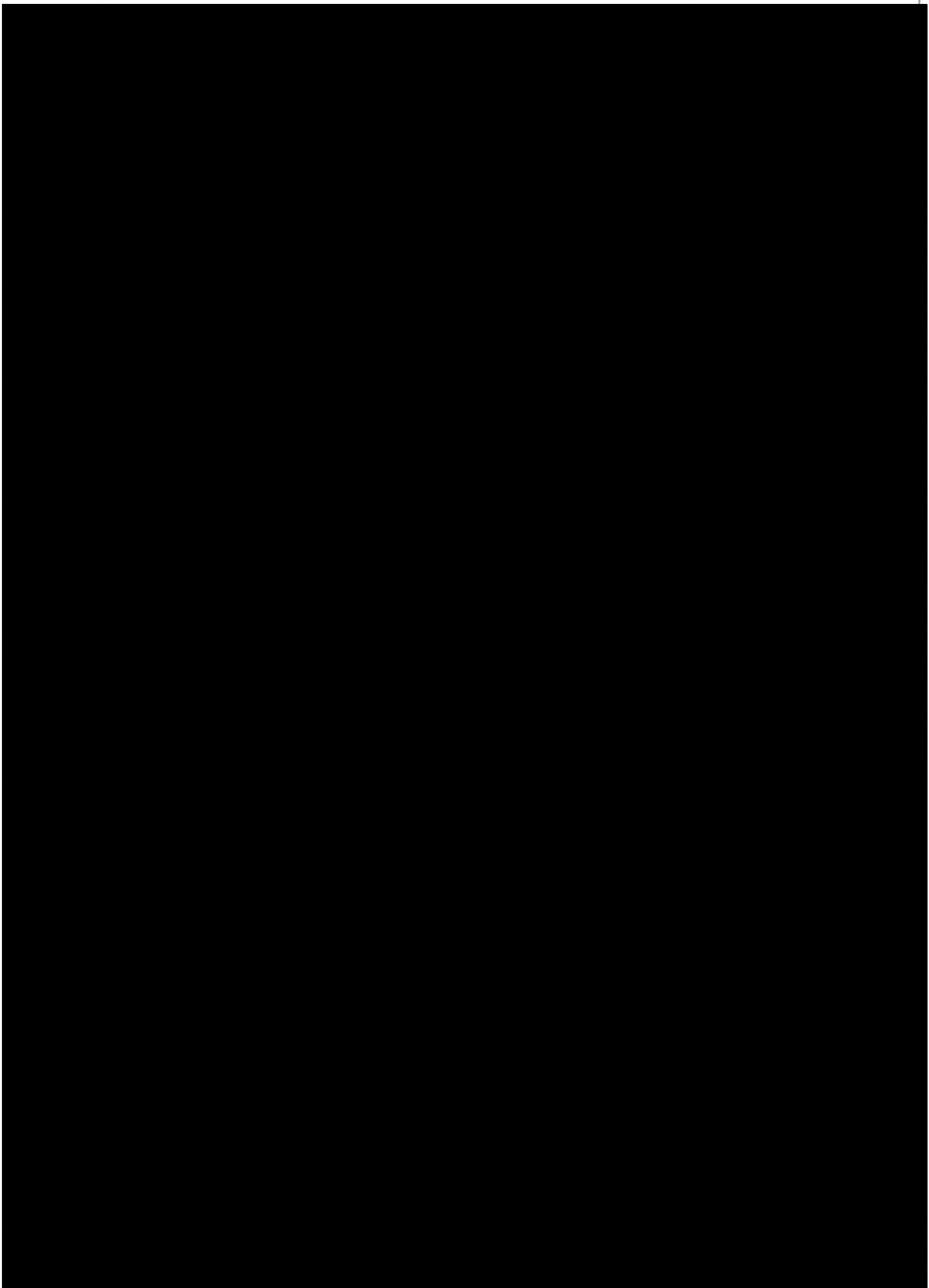
SCHEDULE F5. – INSURANCE POLICIES

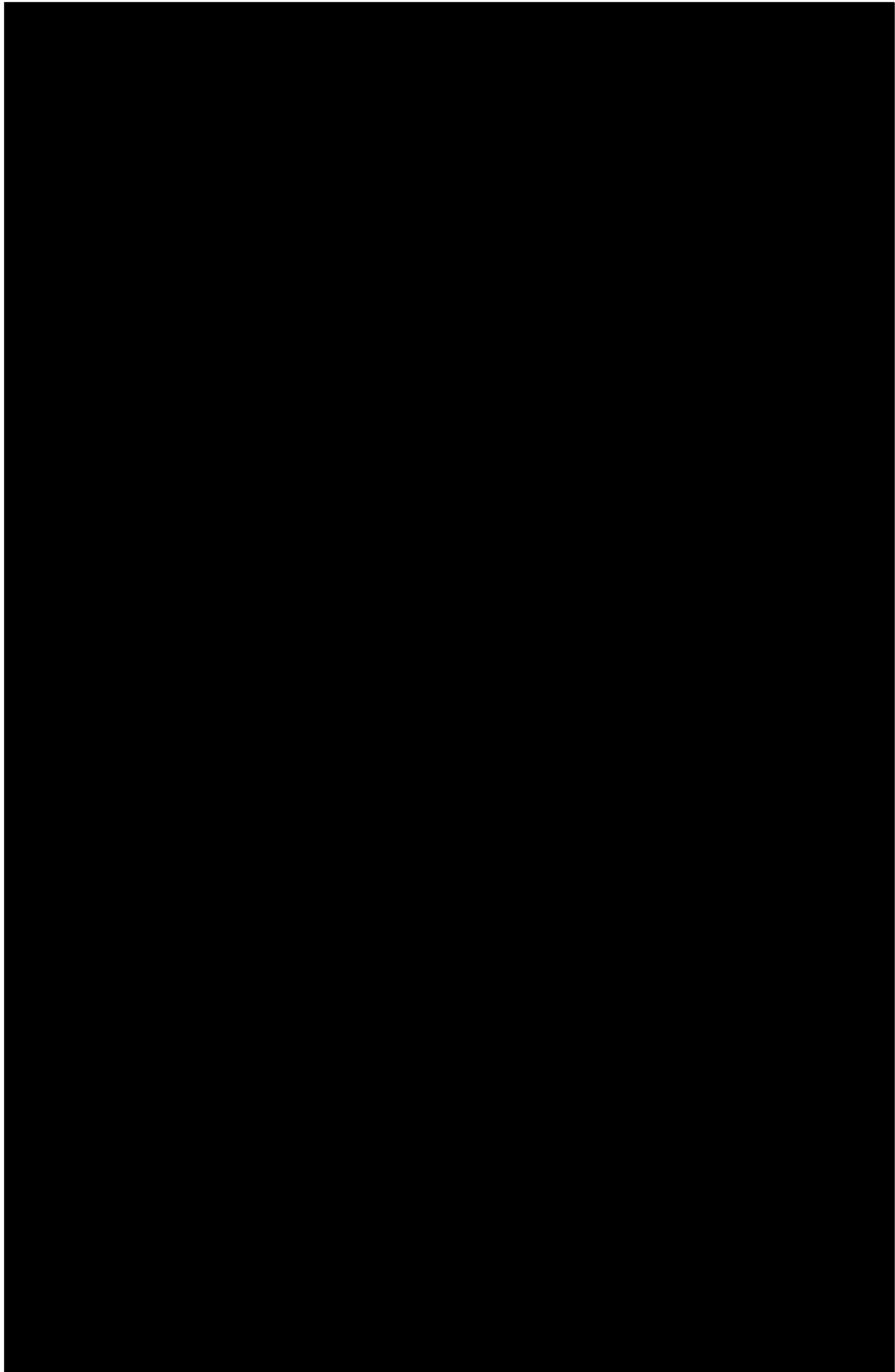


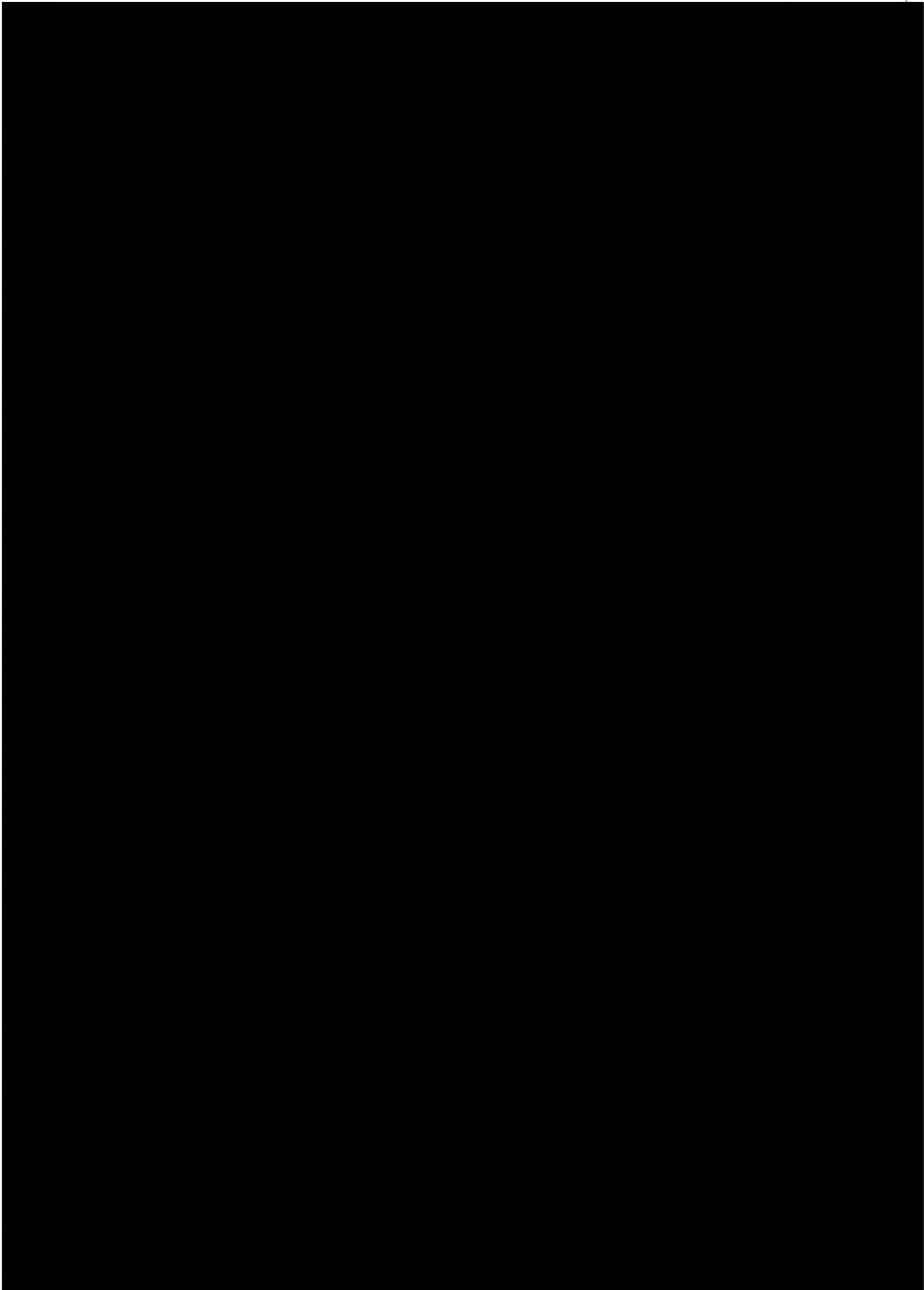


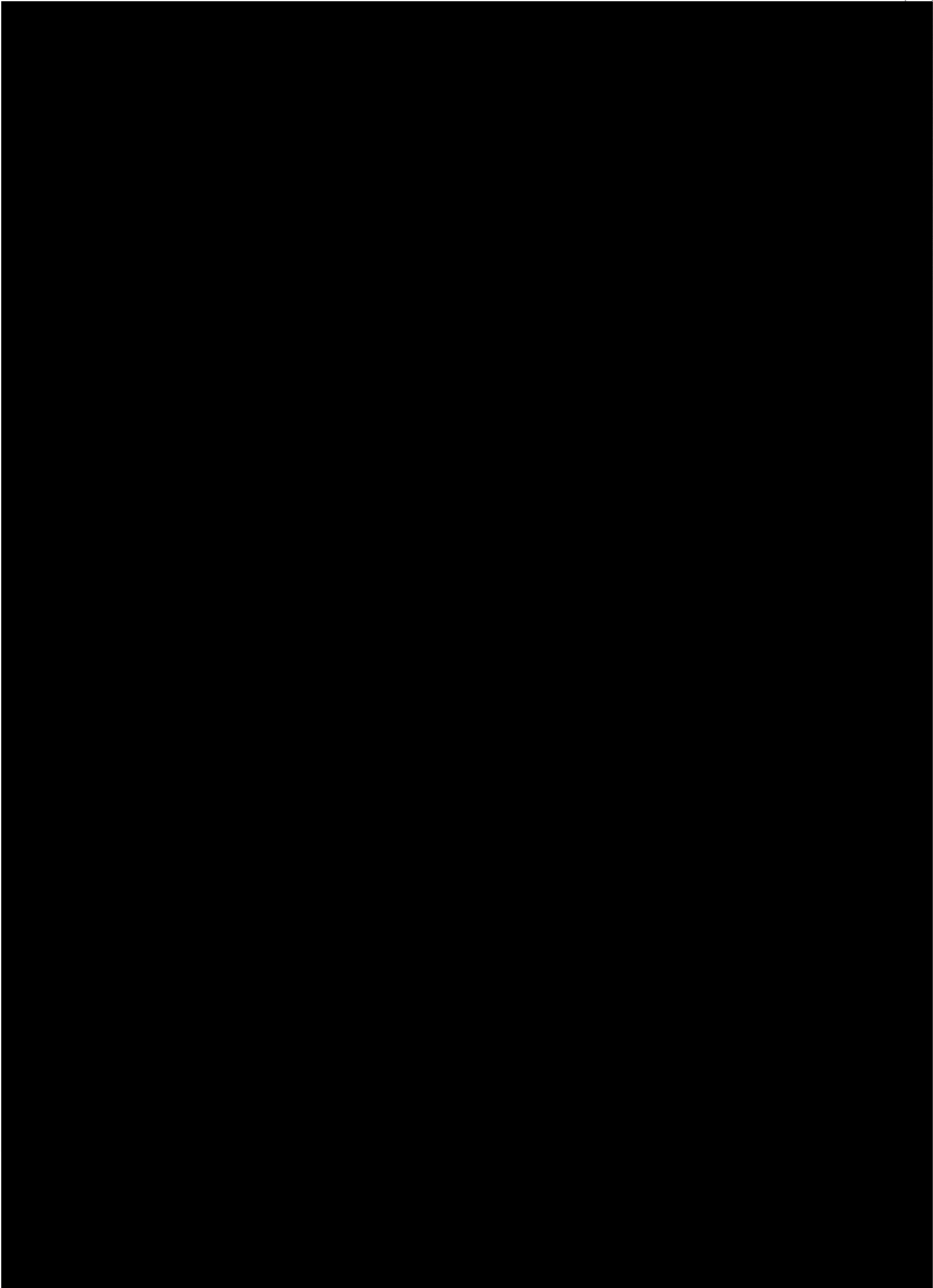


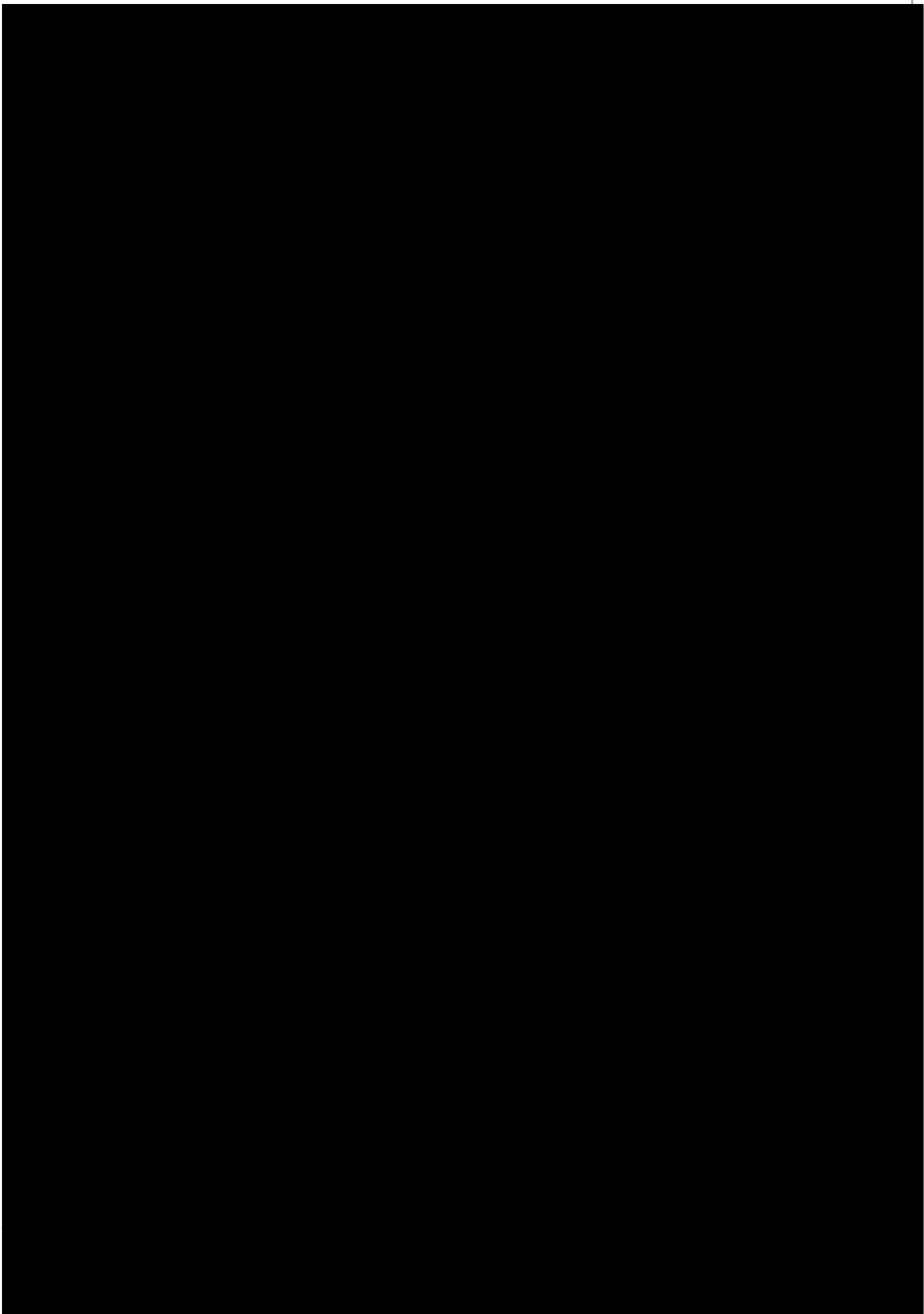






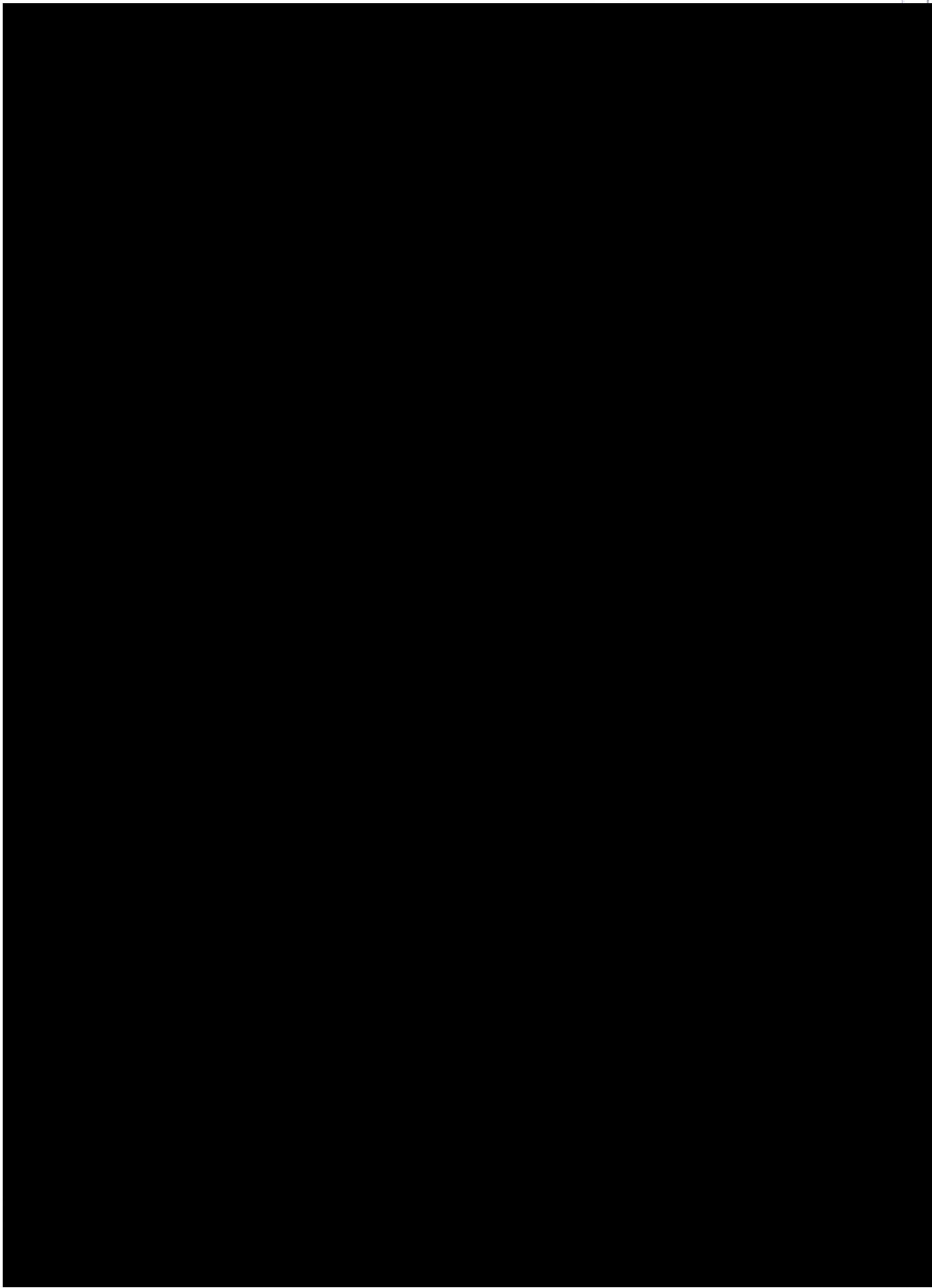


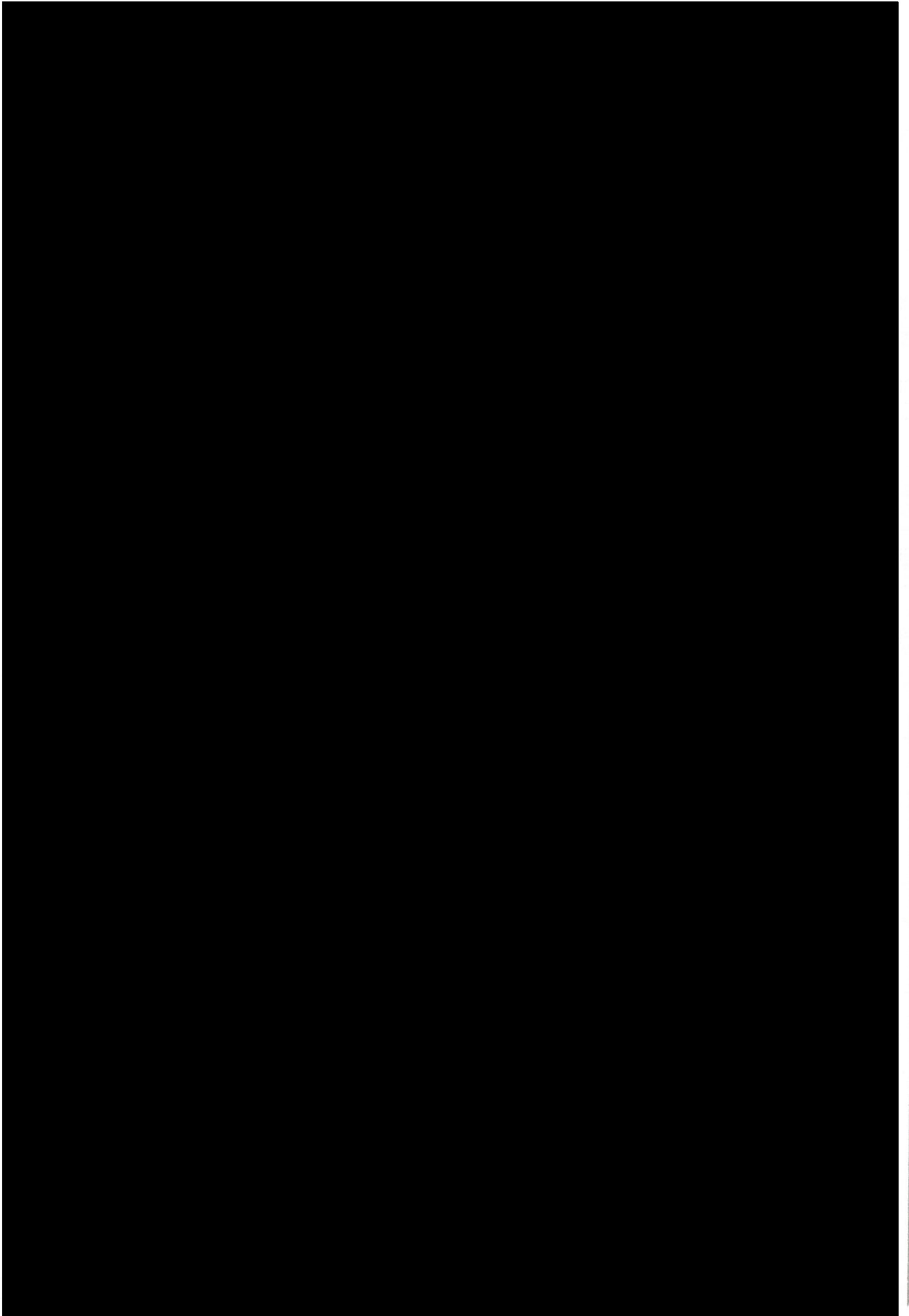


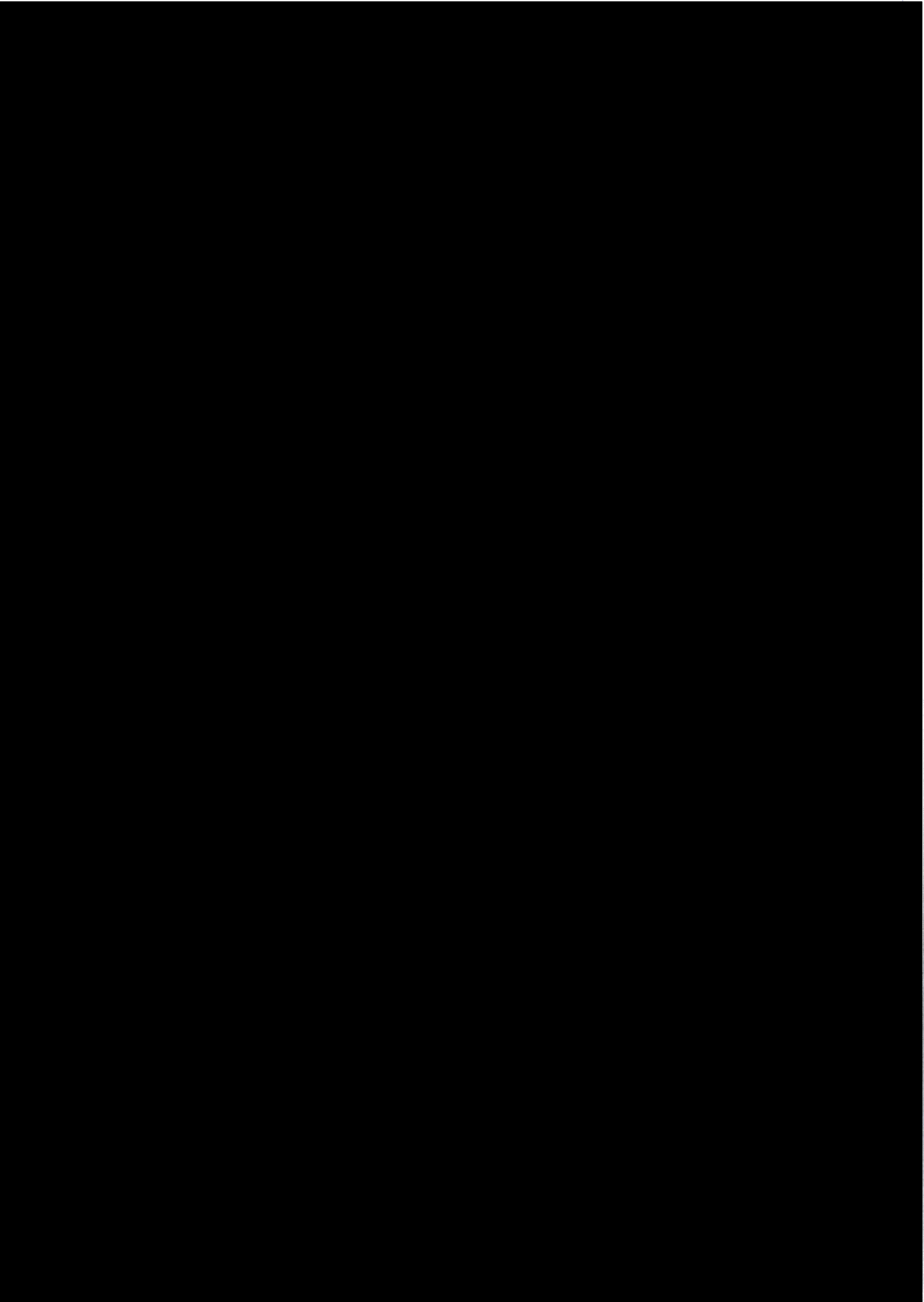


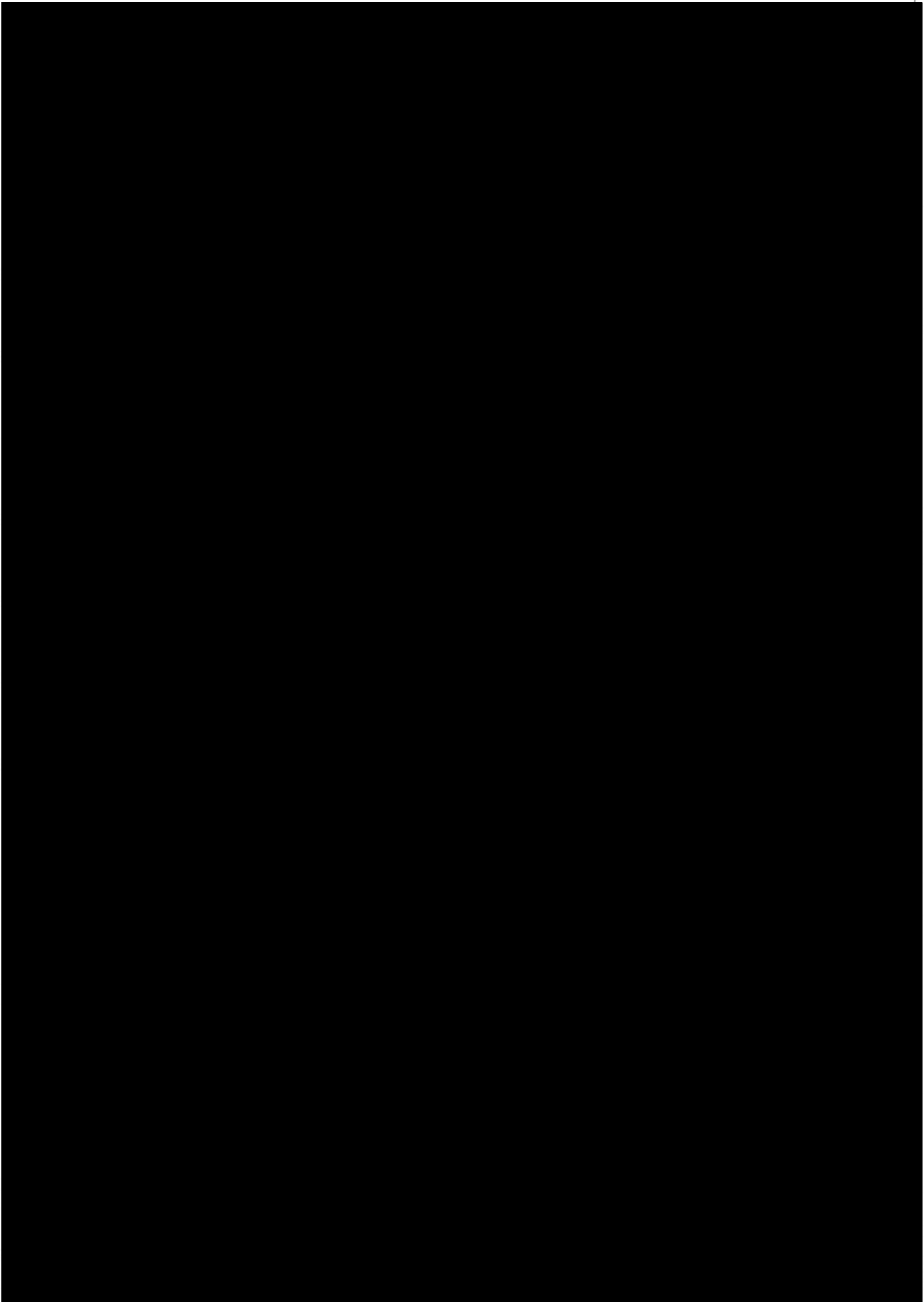
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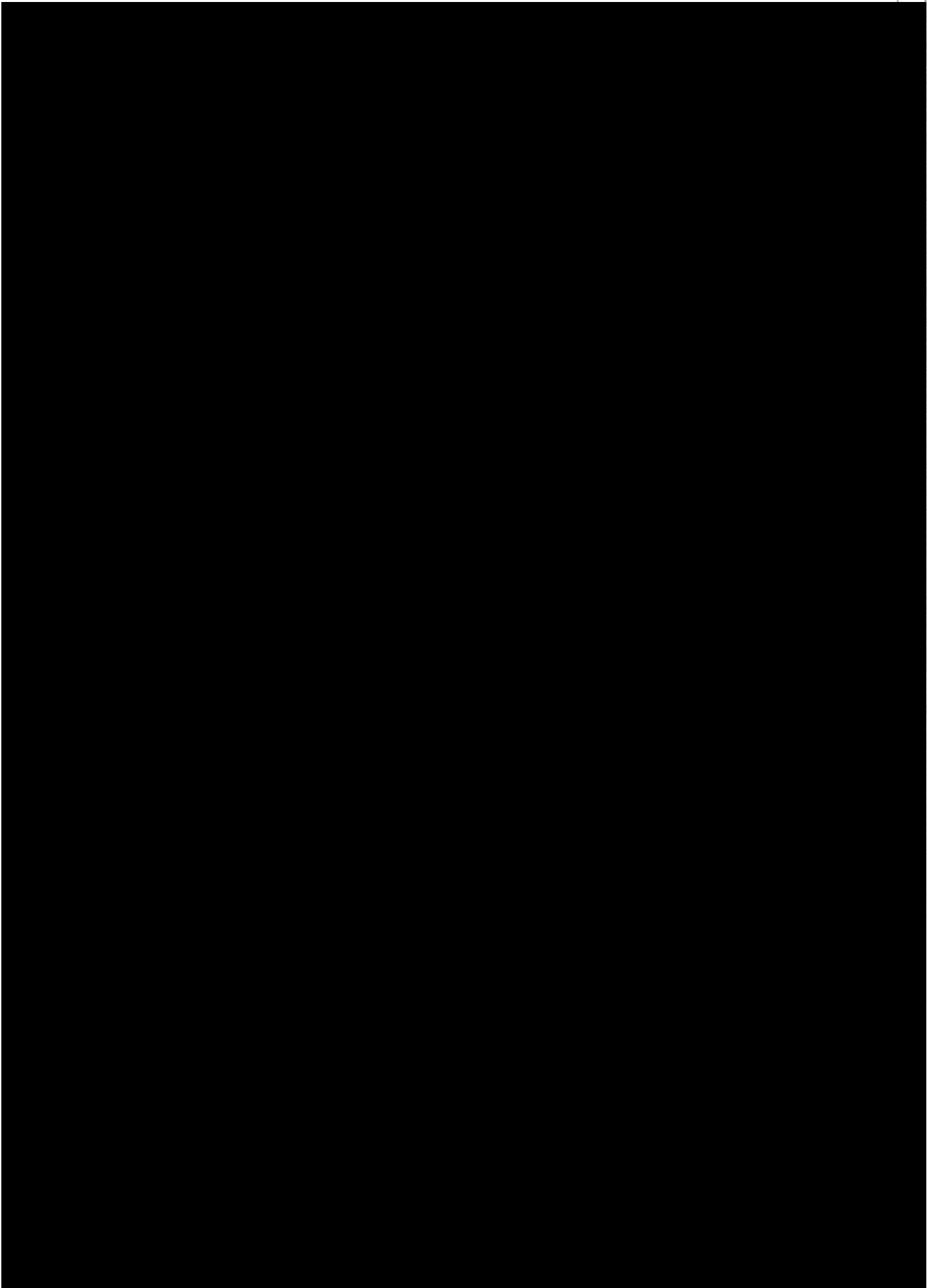
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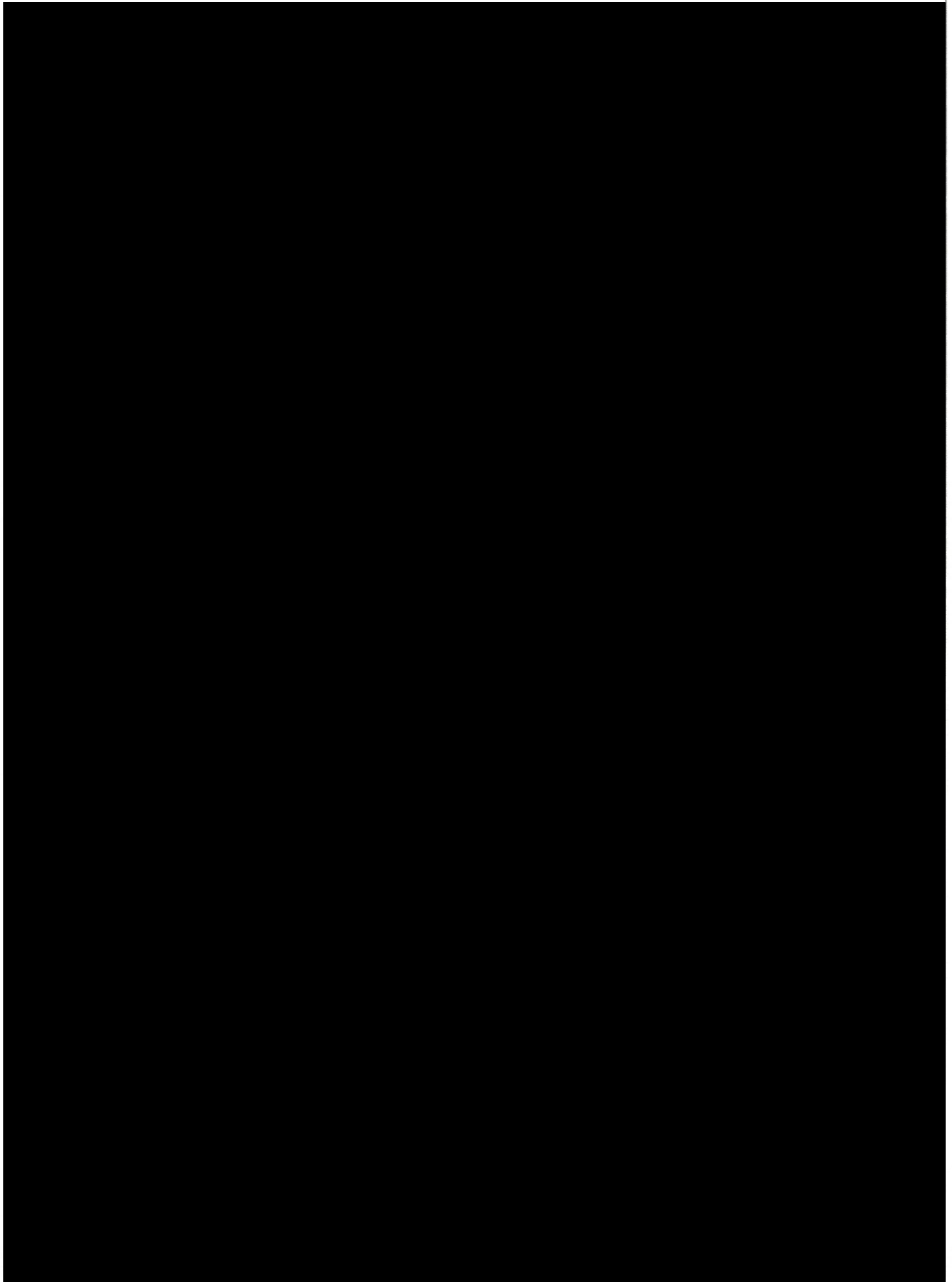


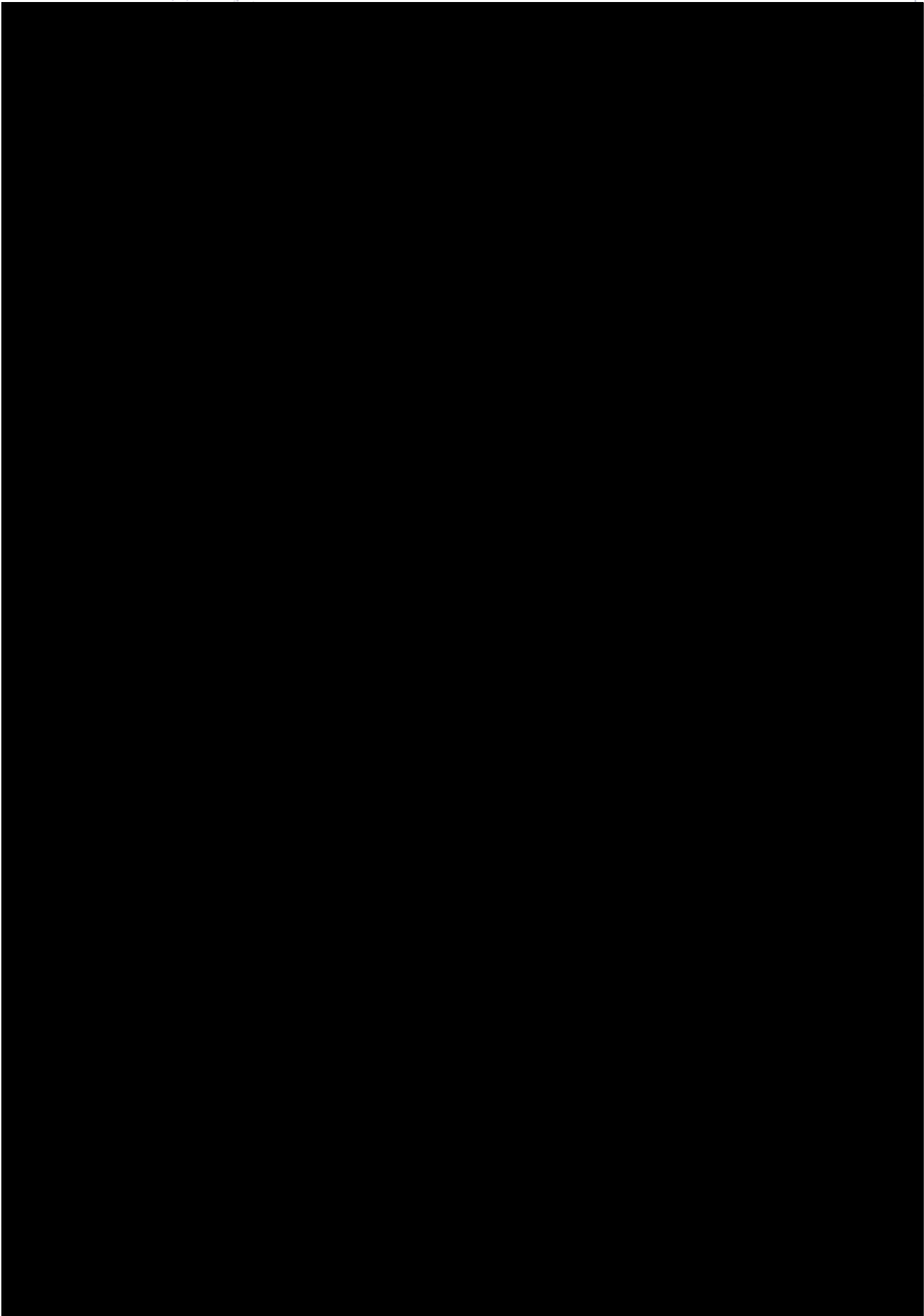


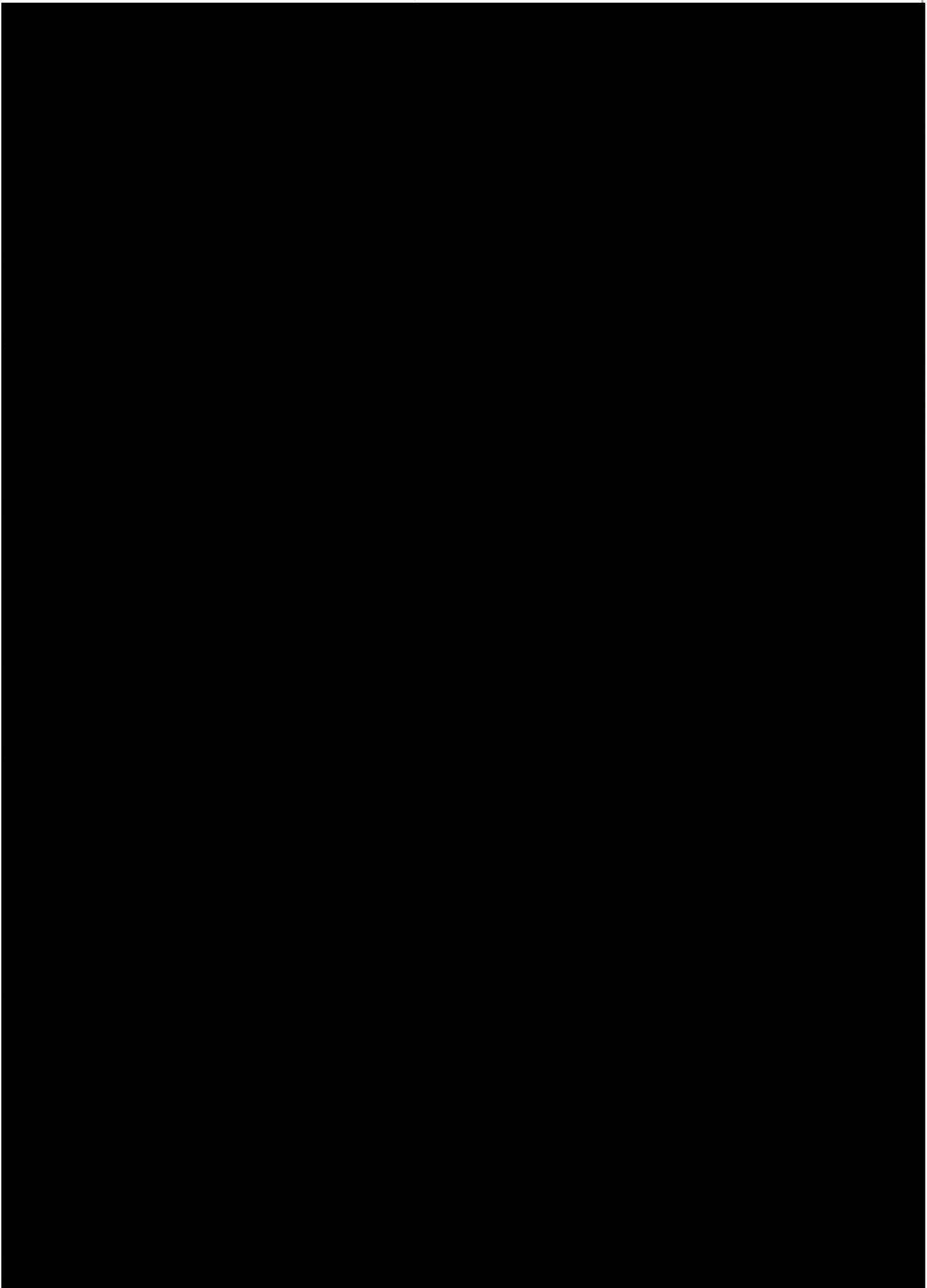


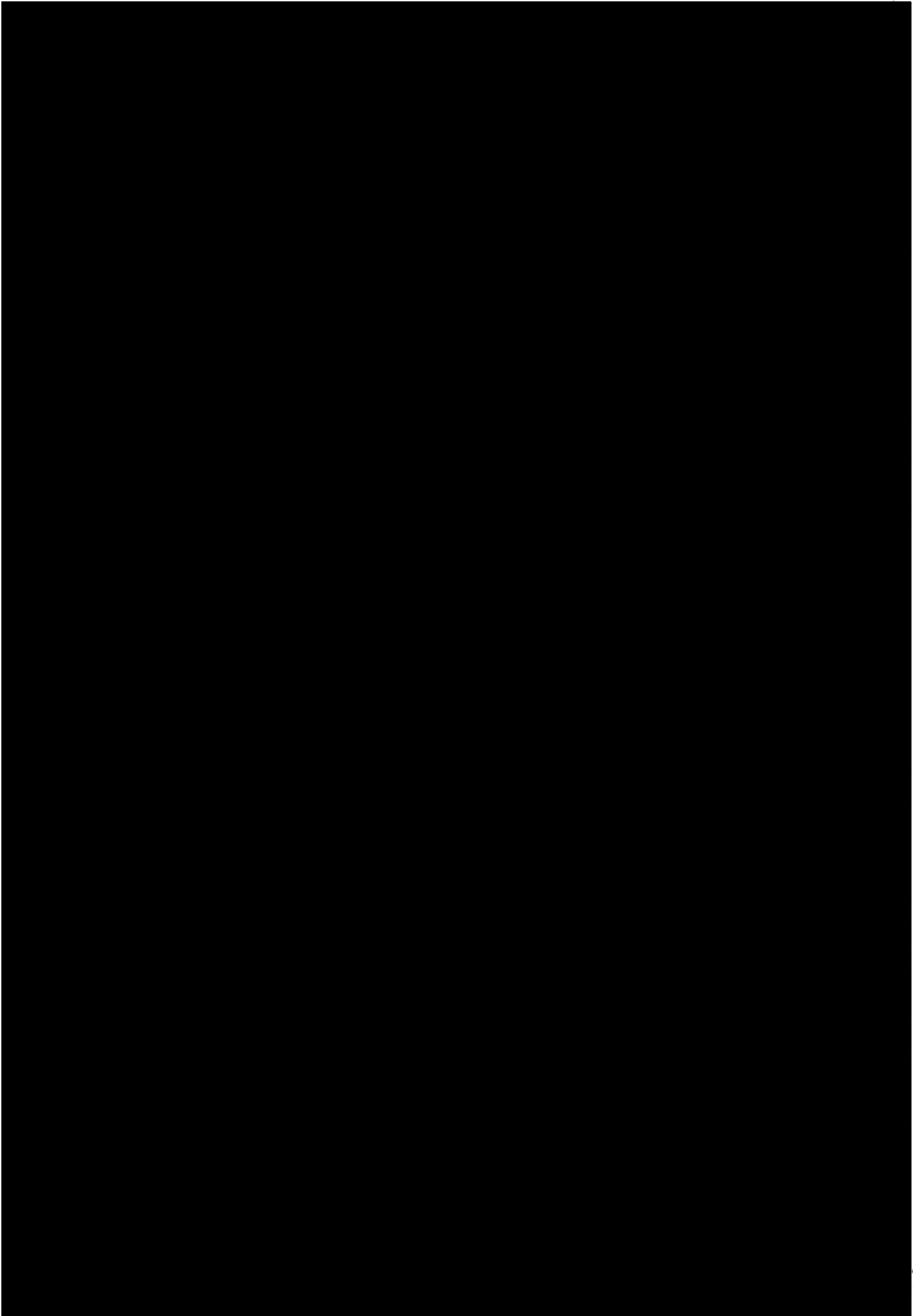


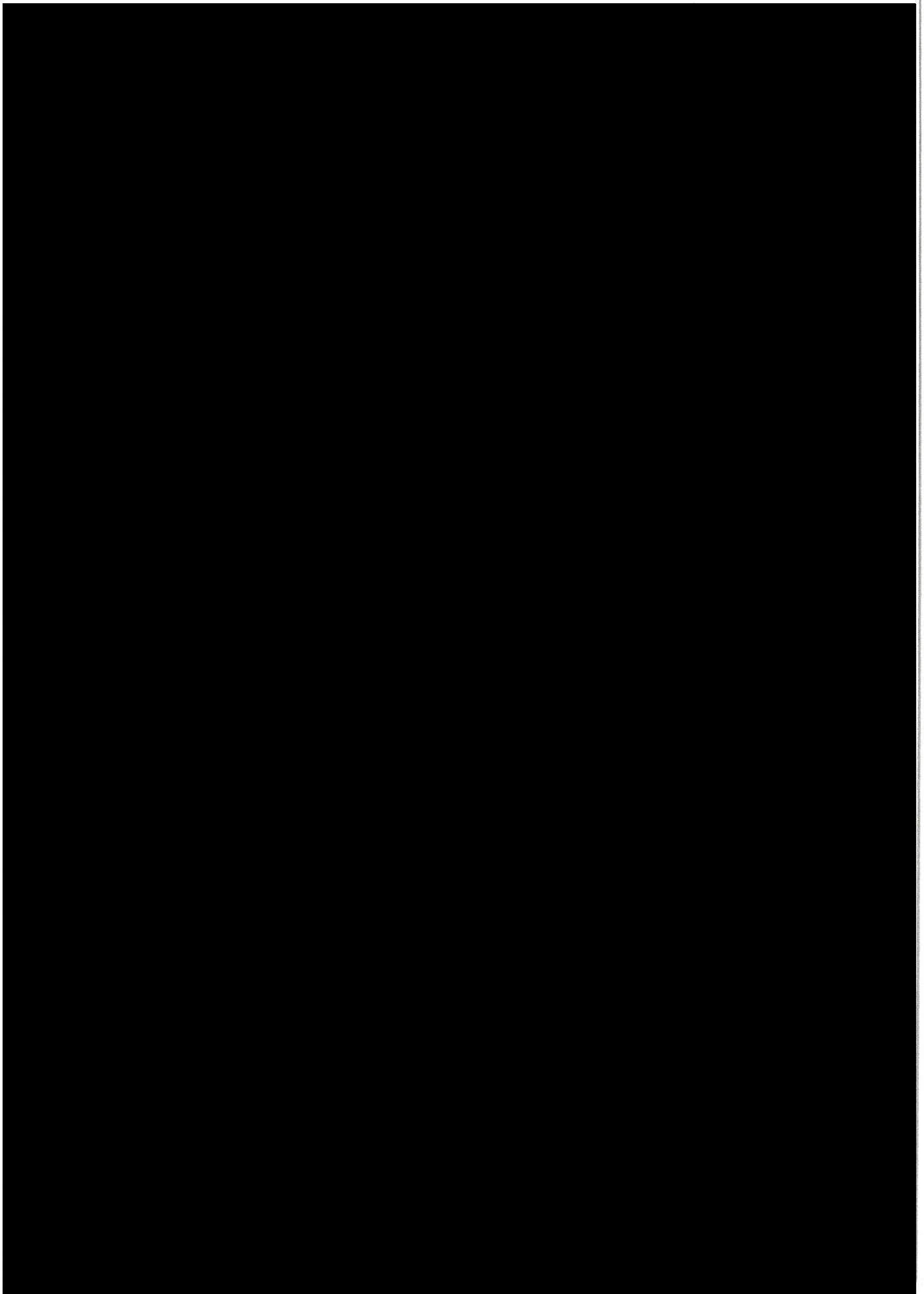


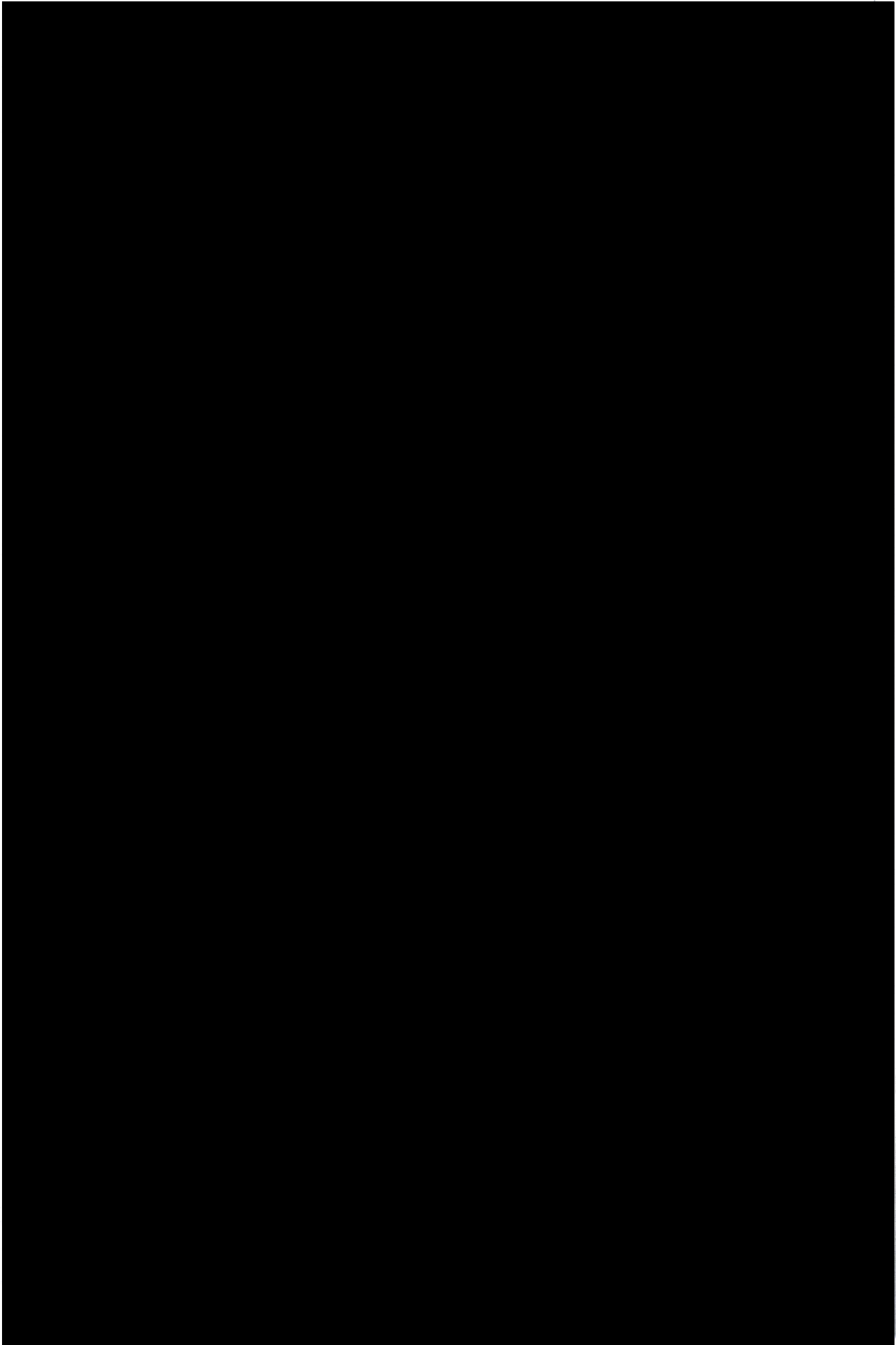


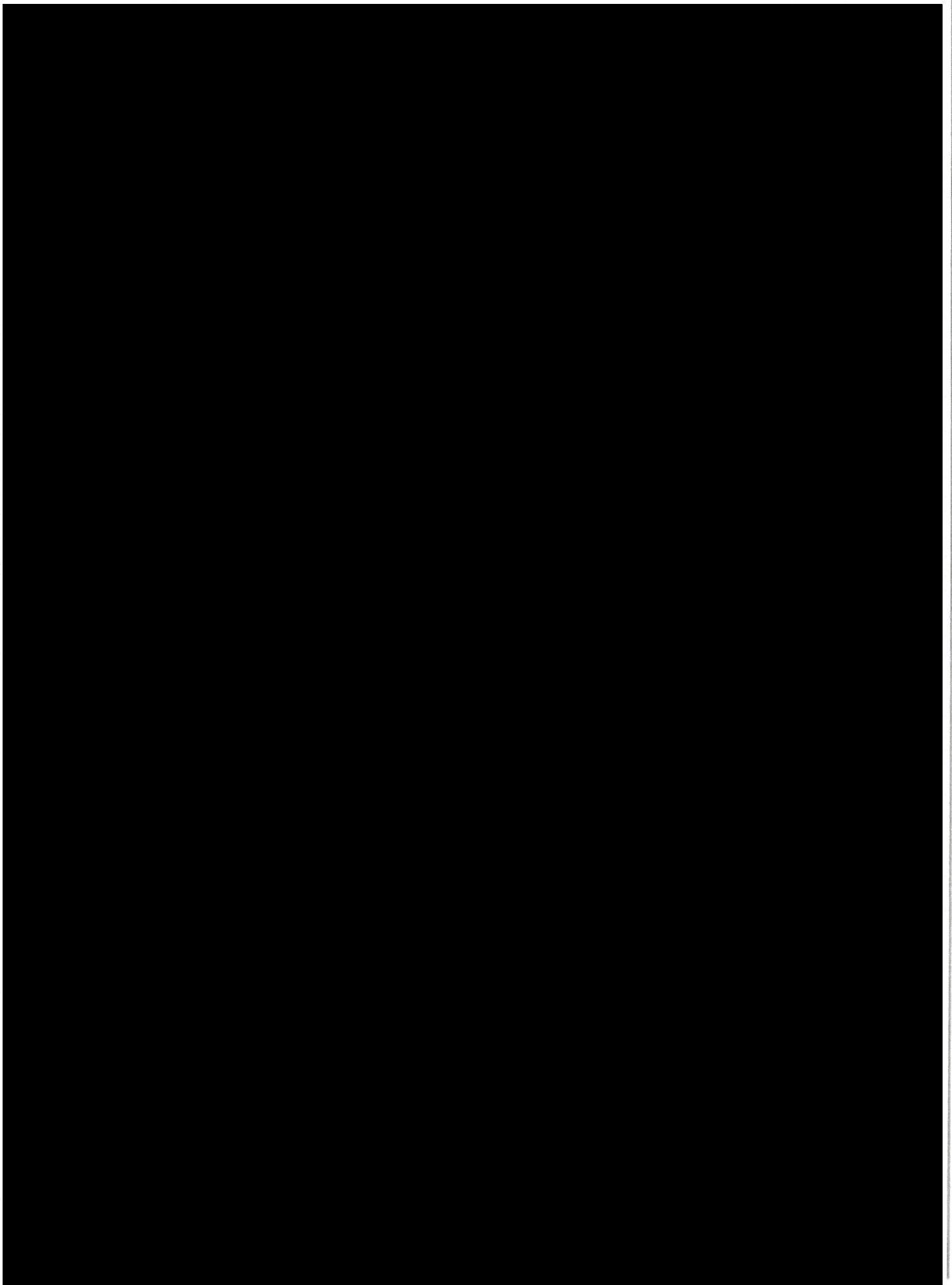


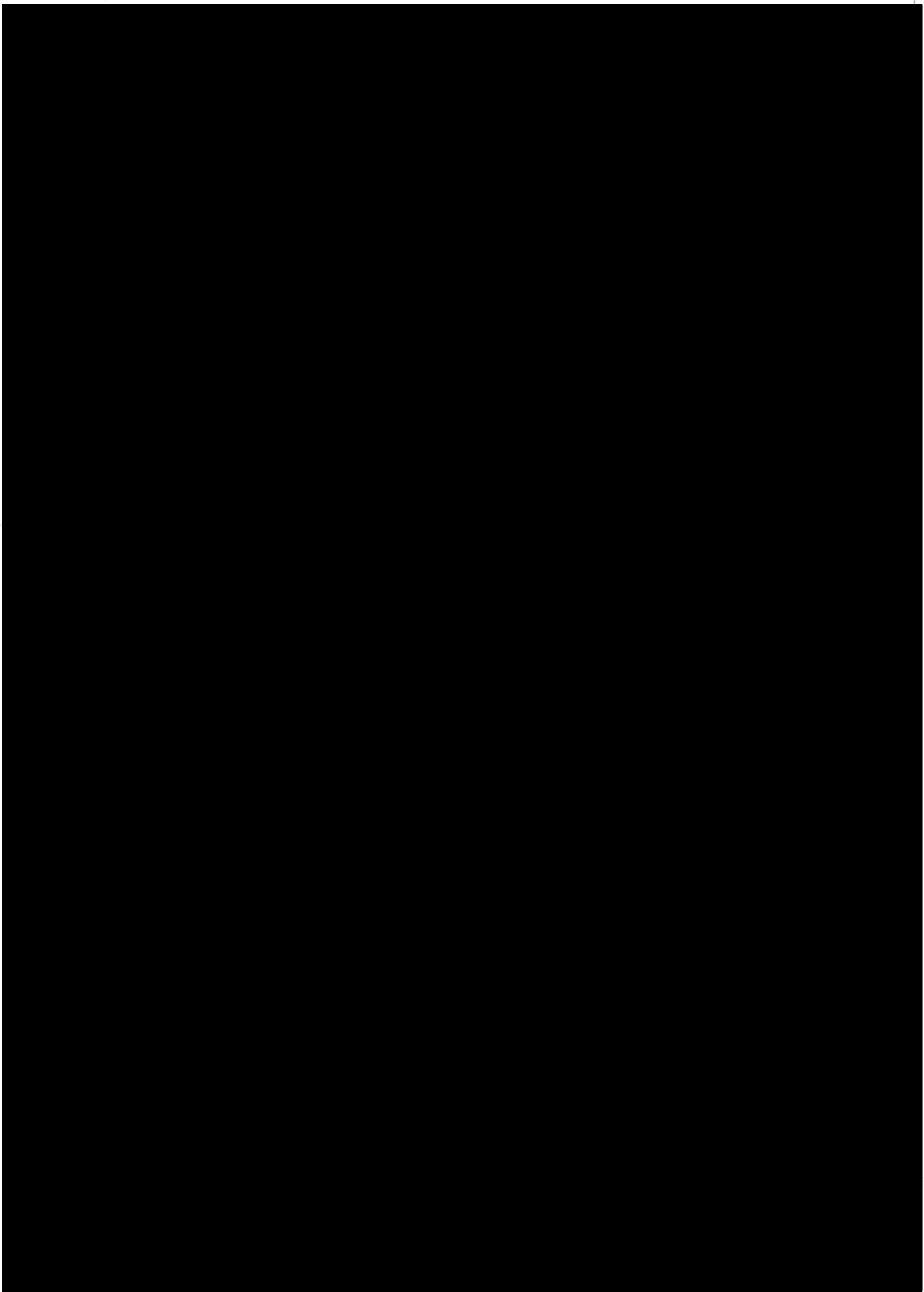


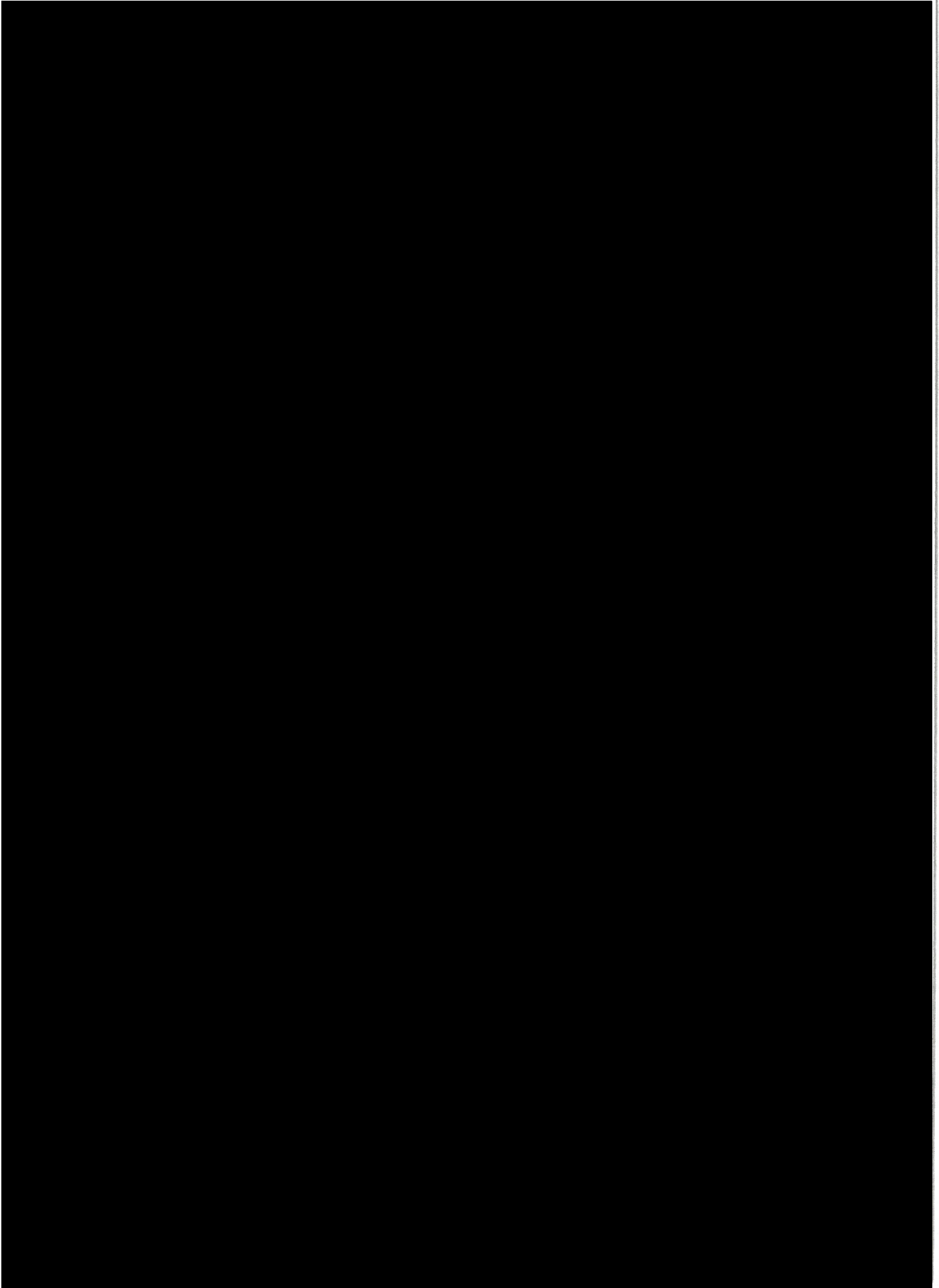




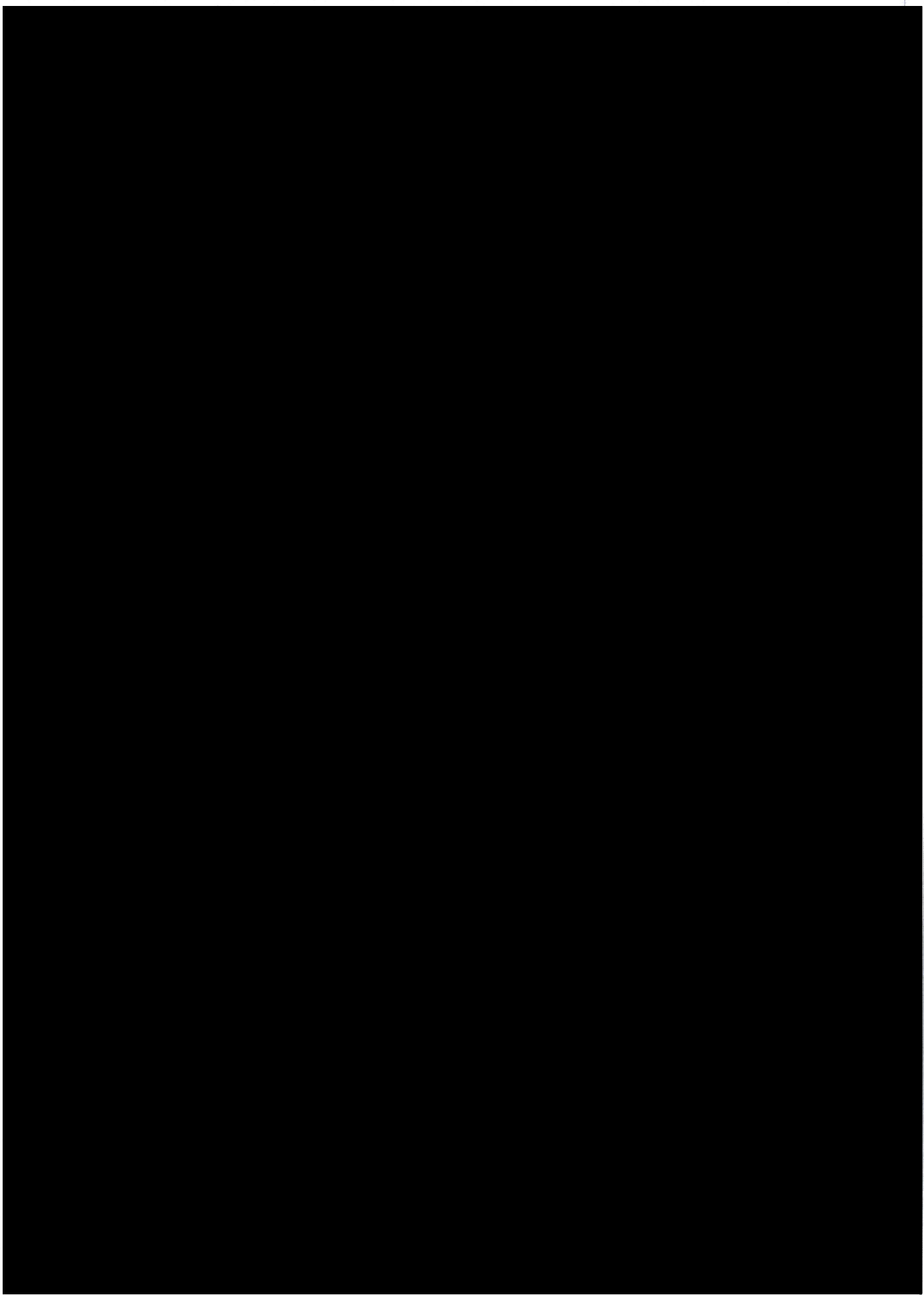


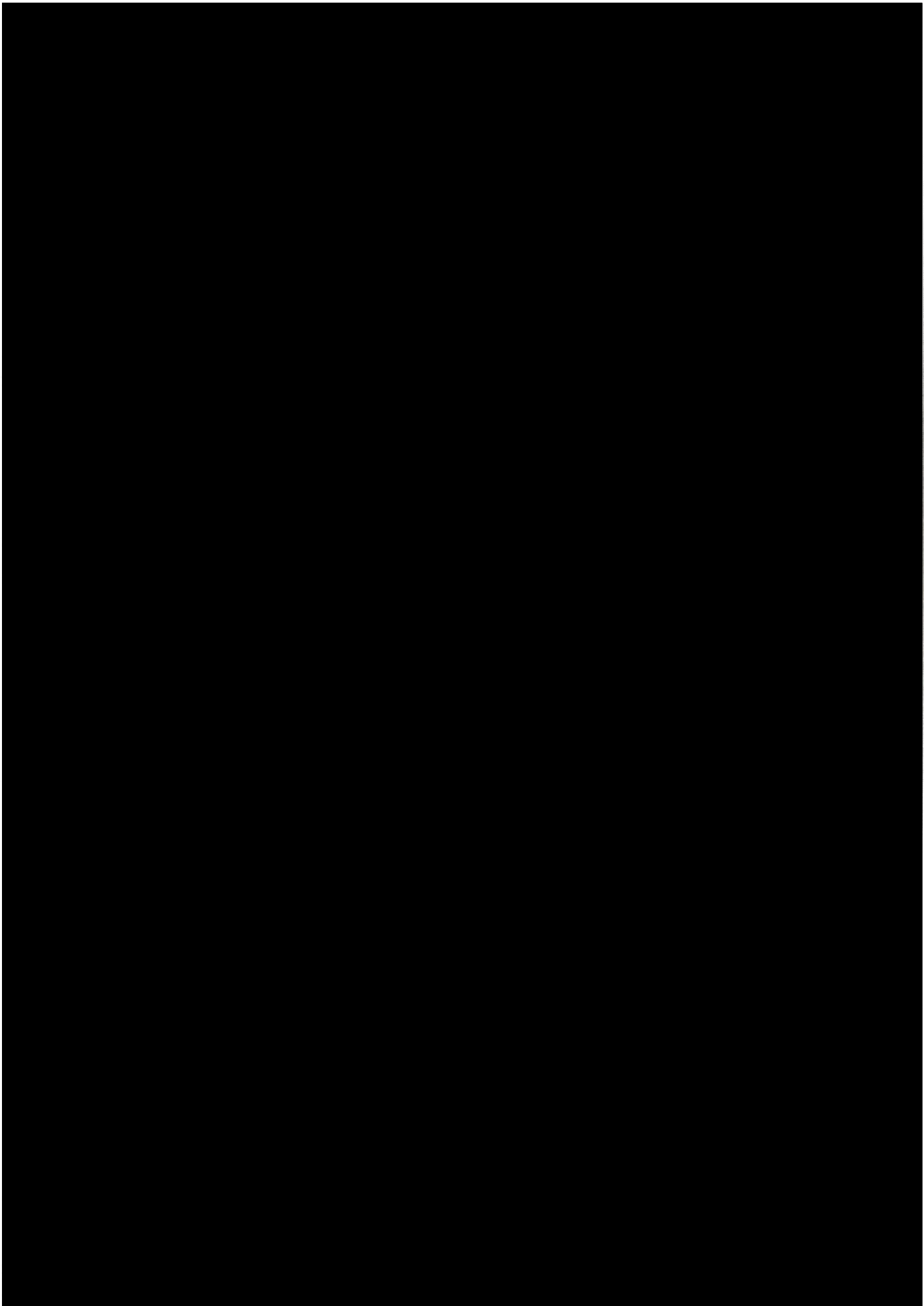


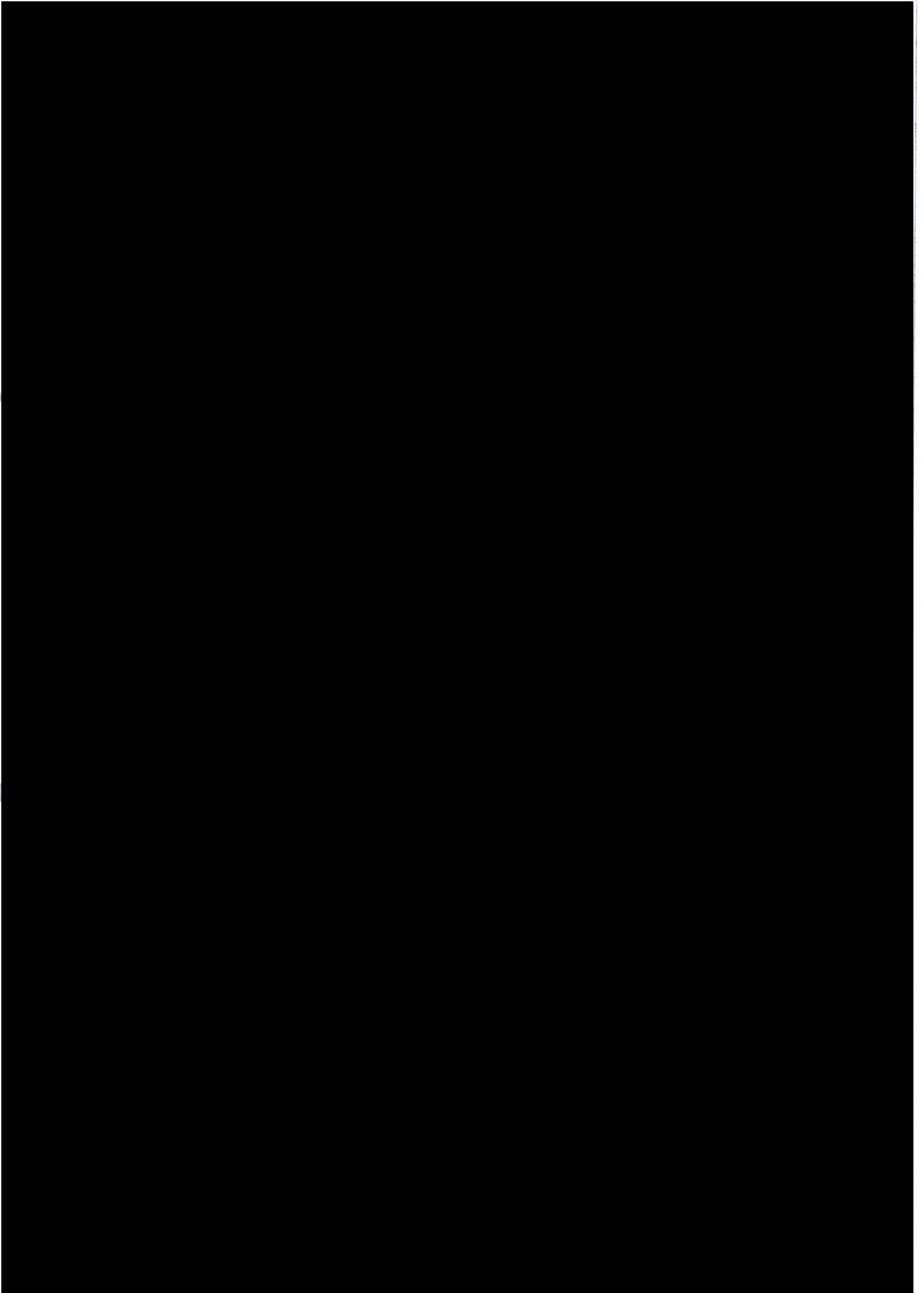


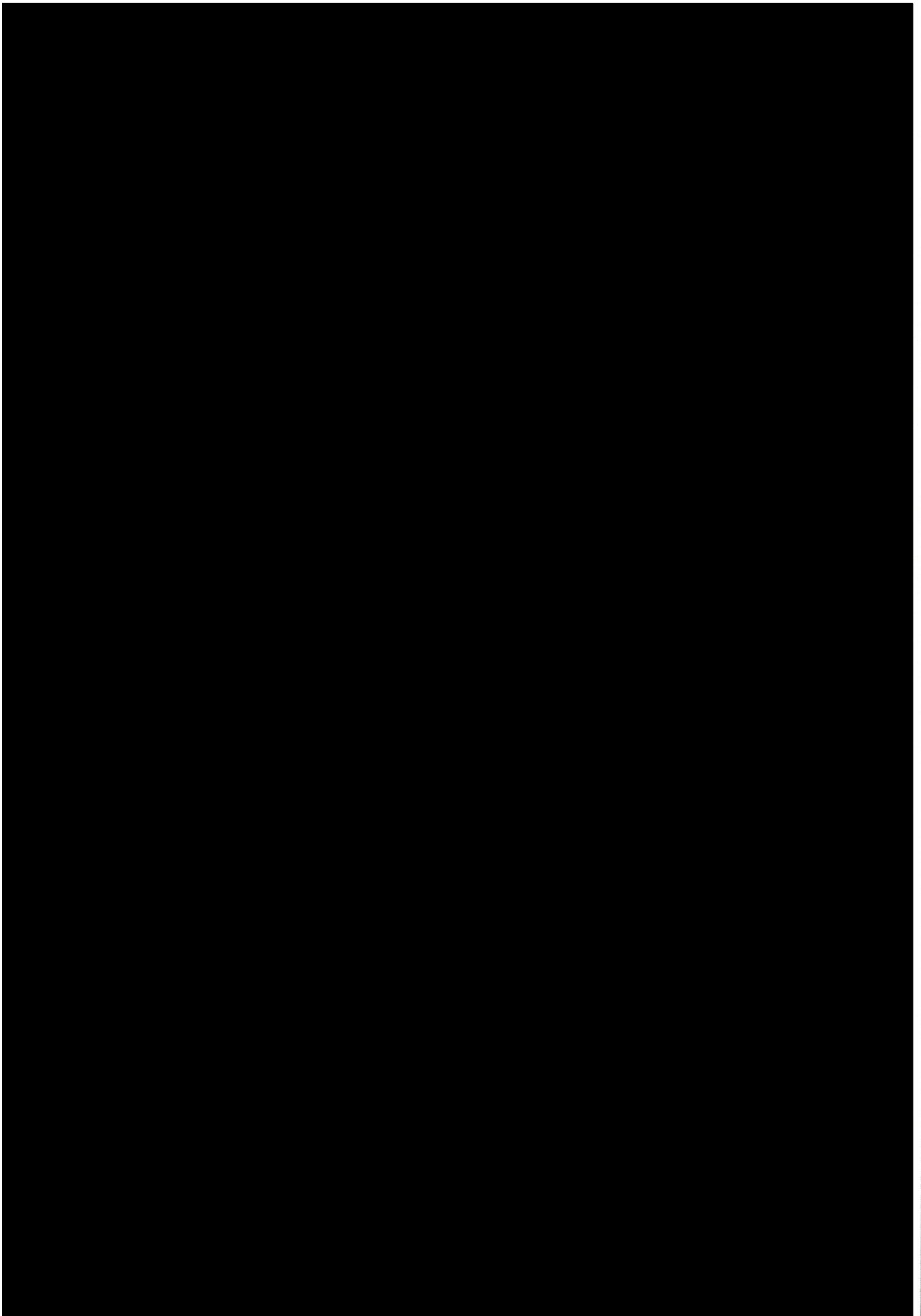


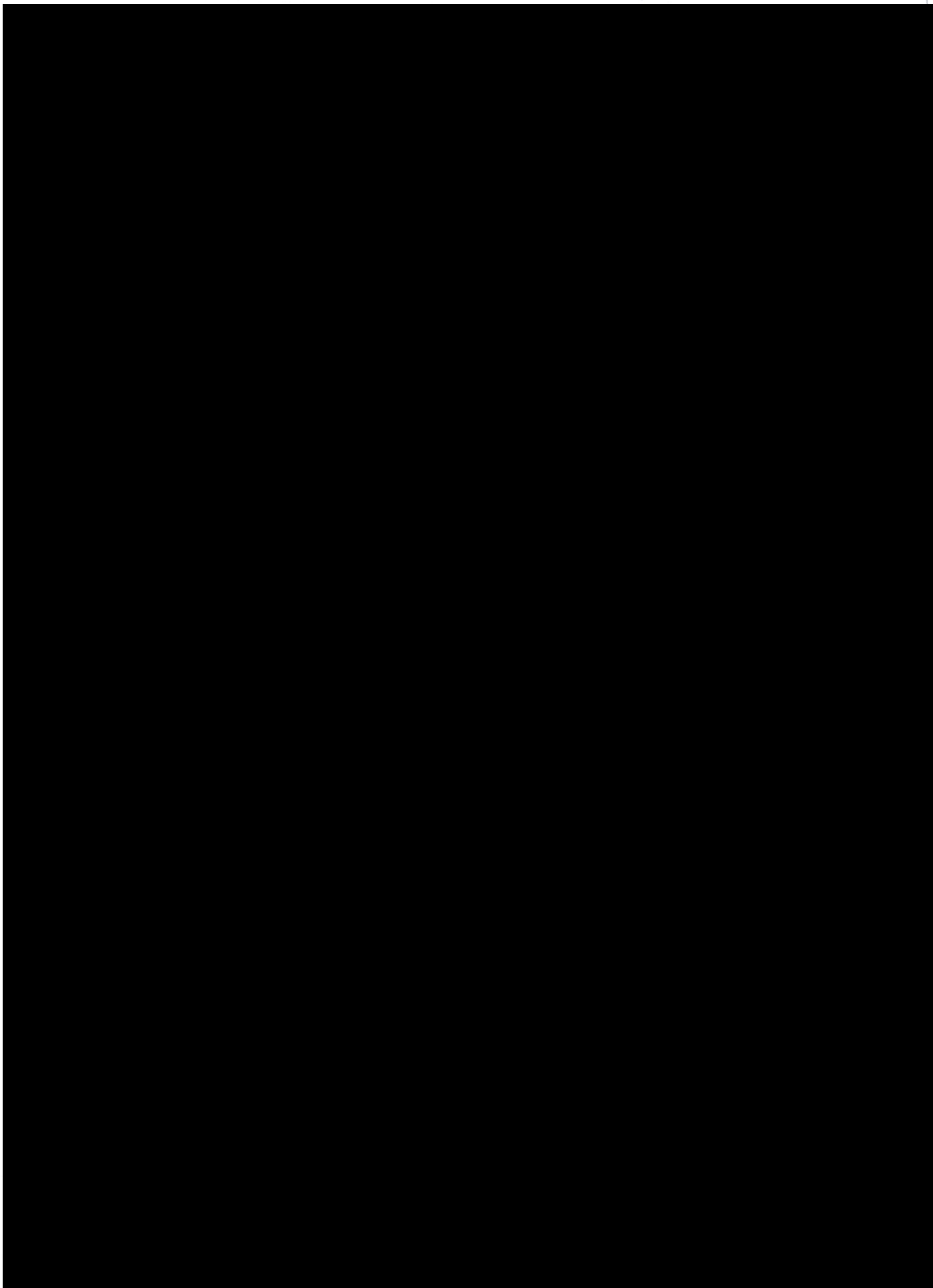
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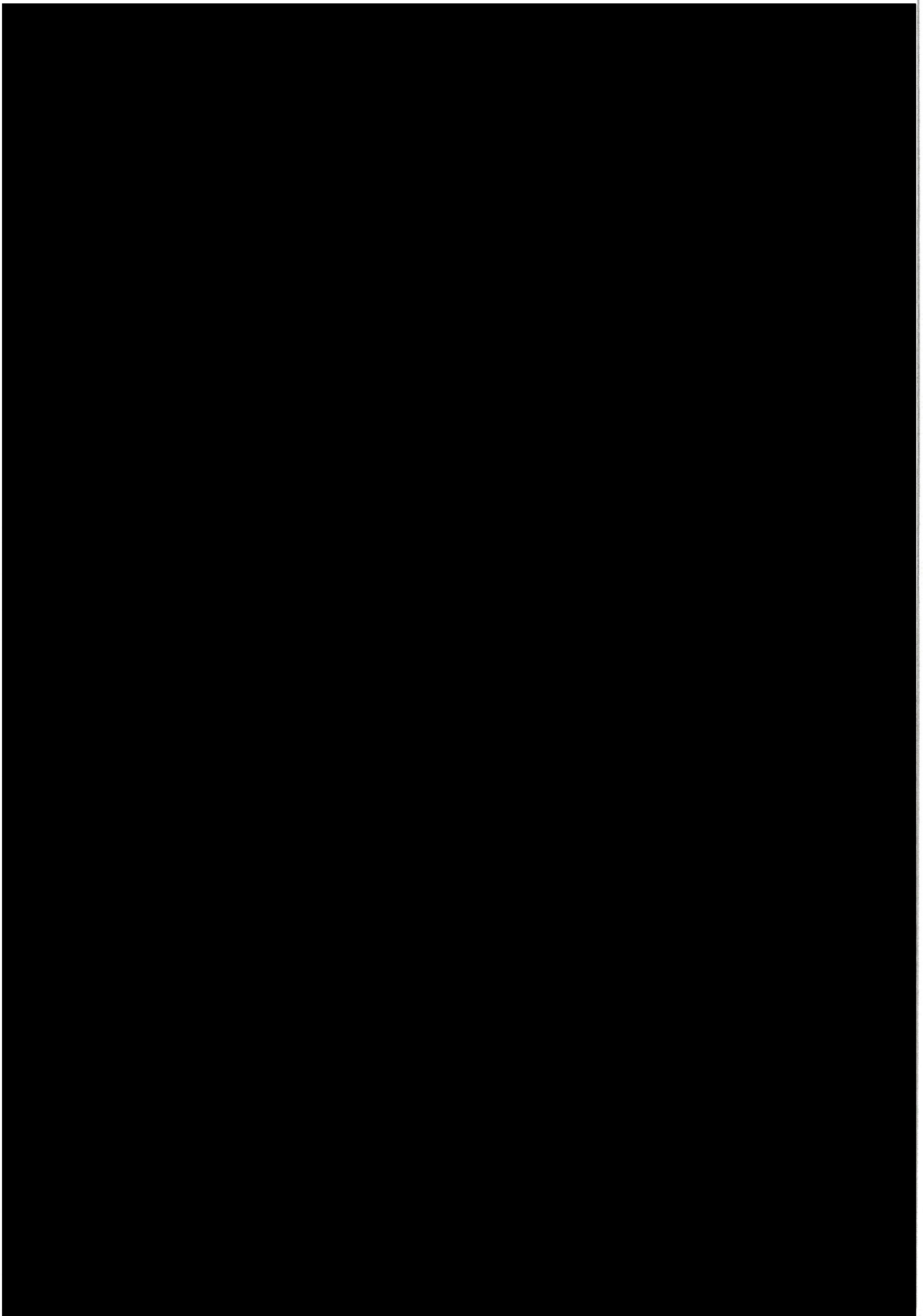


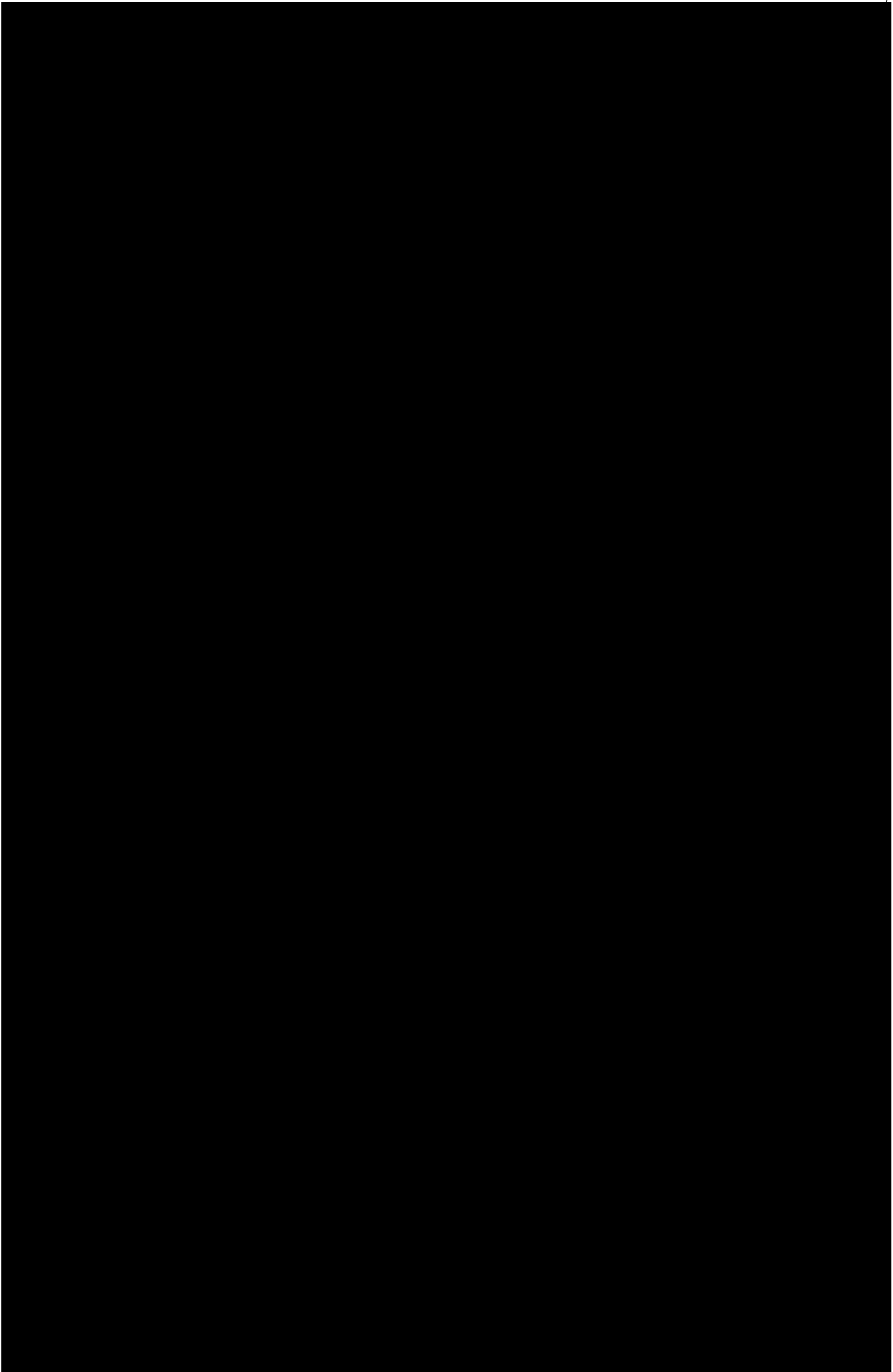


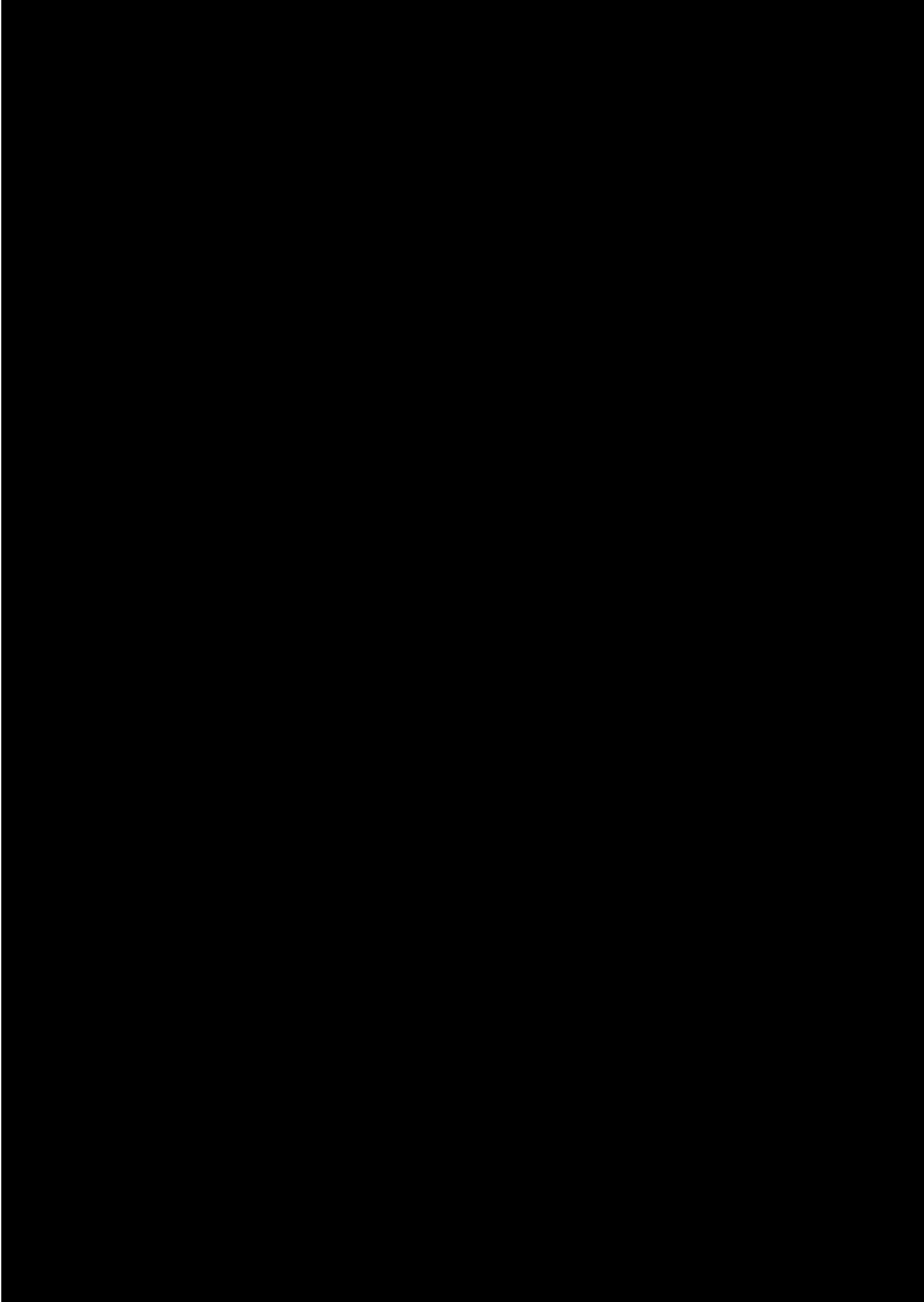


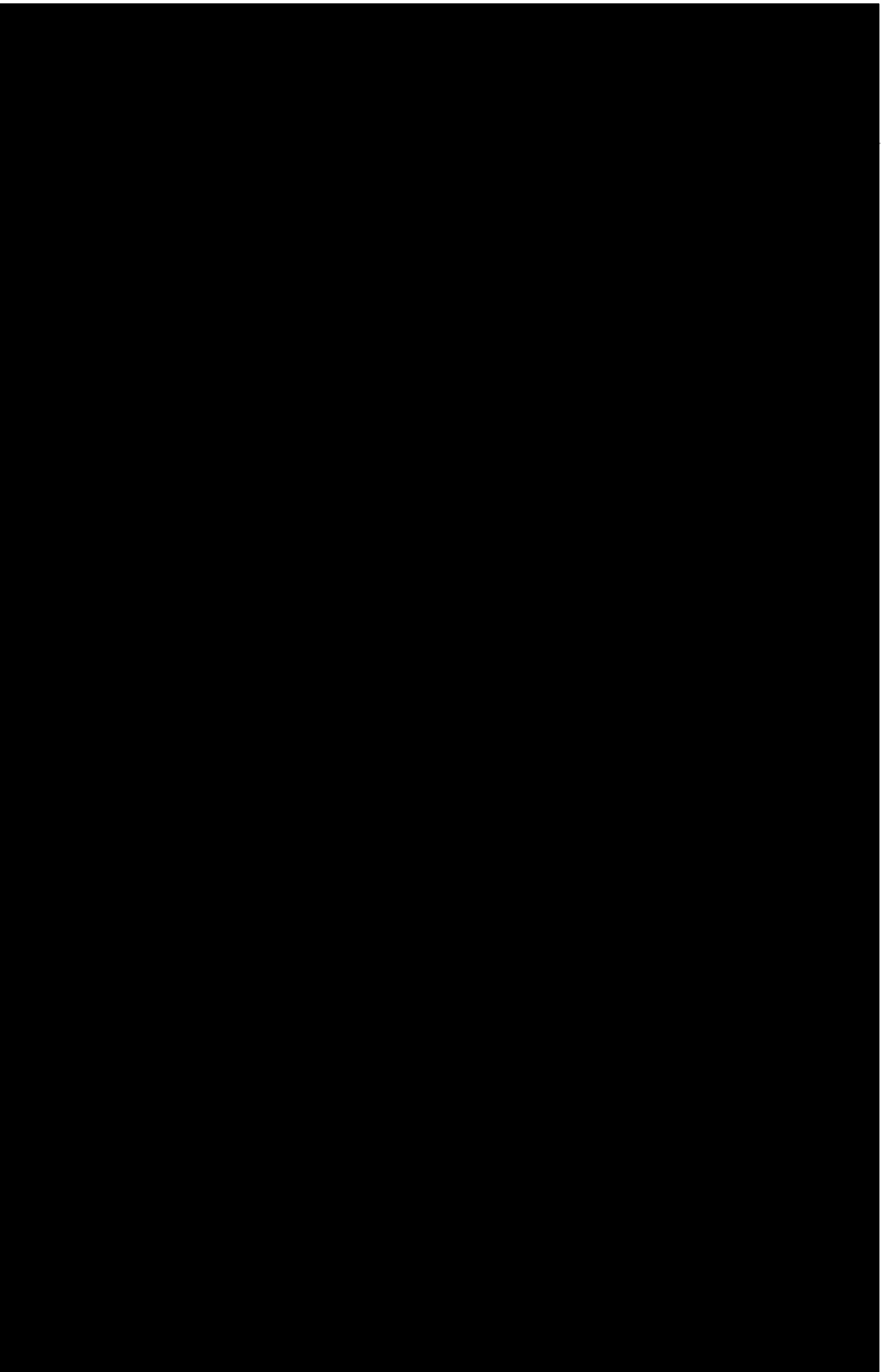




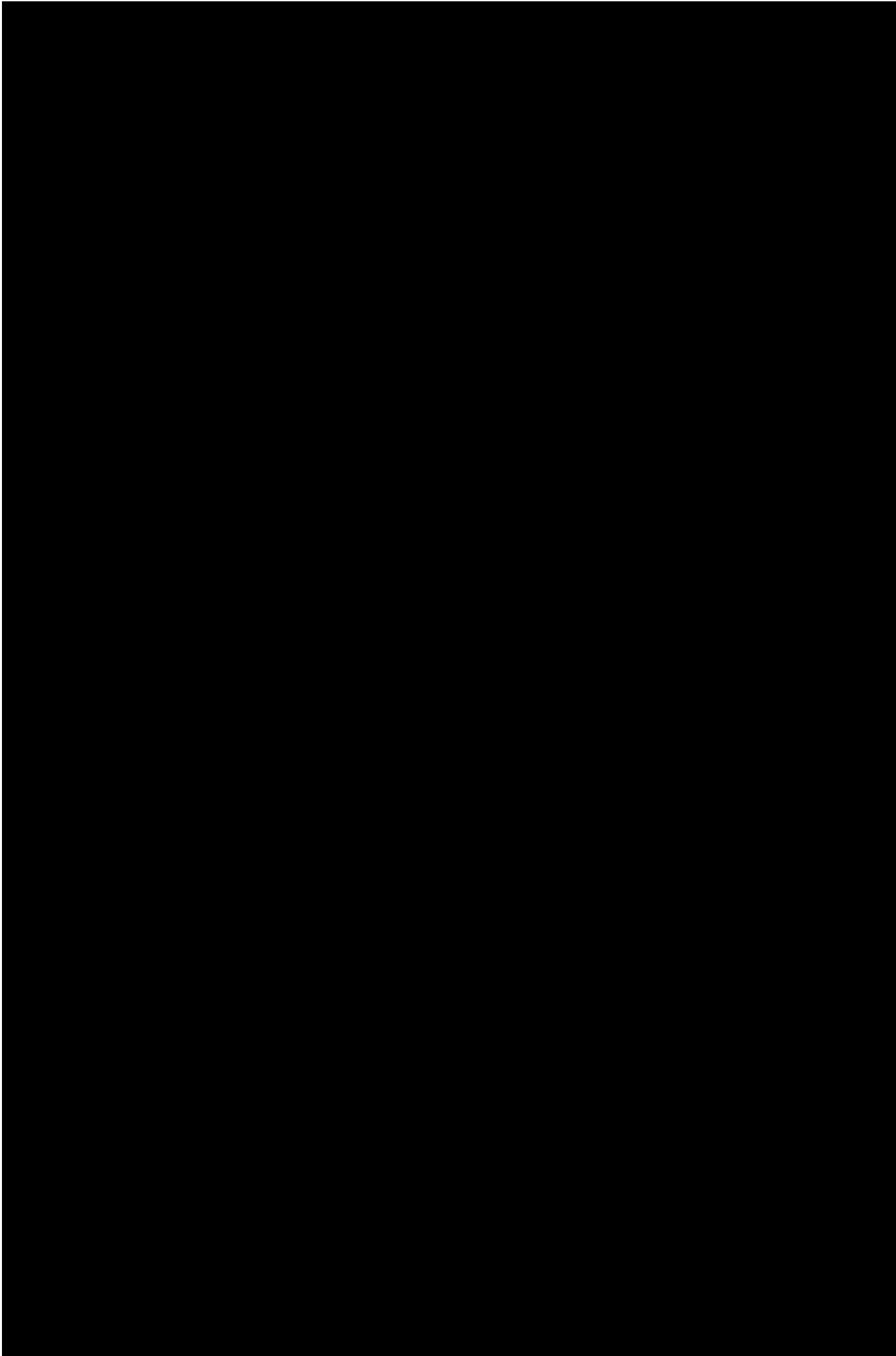


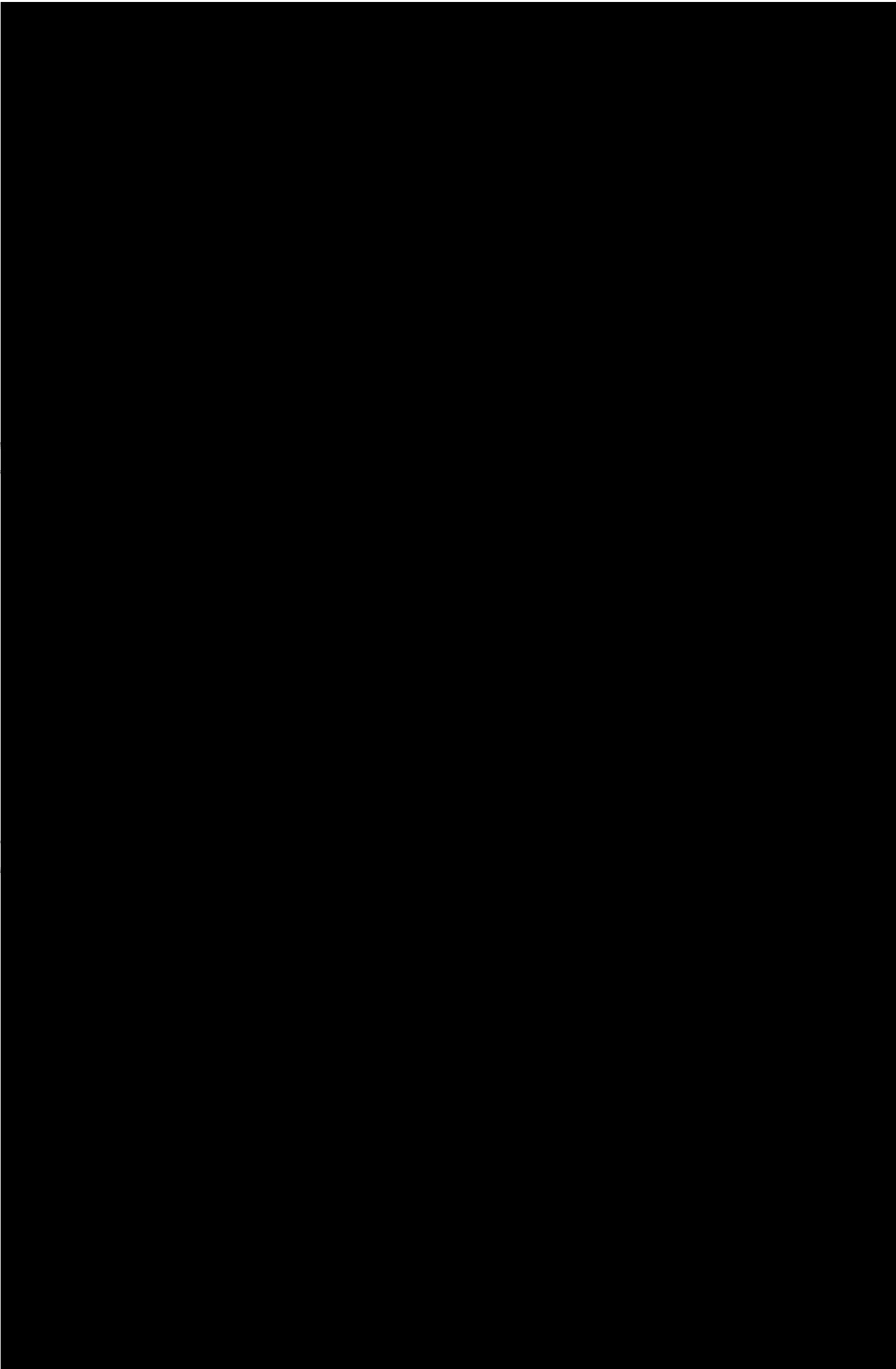


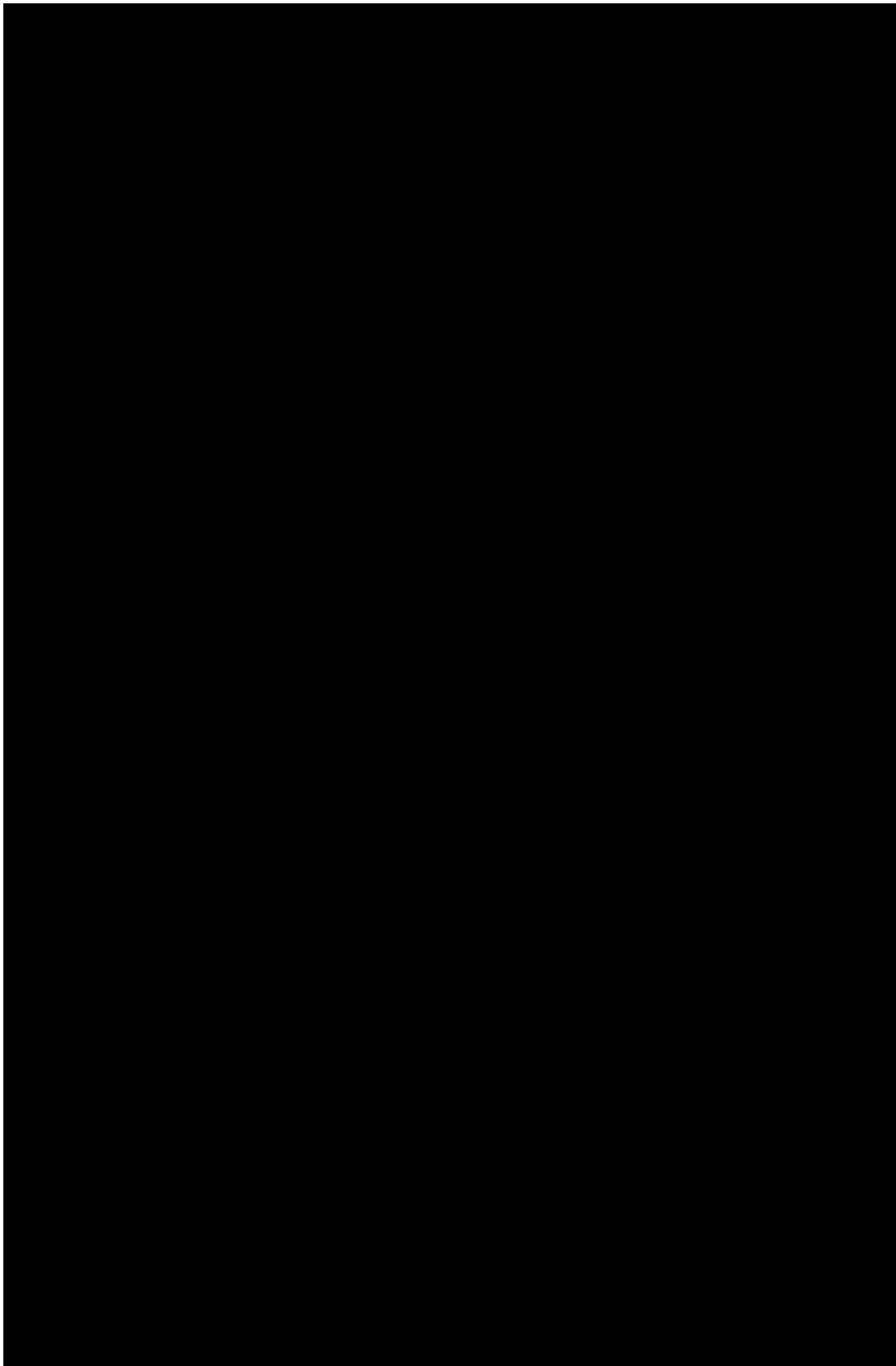


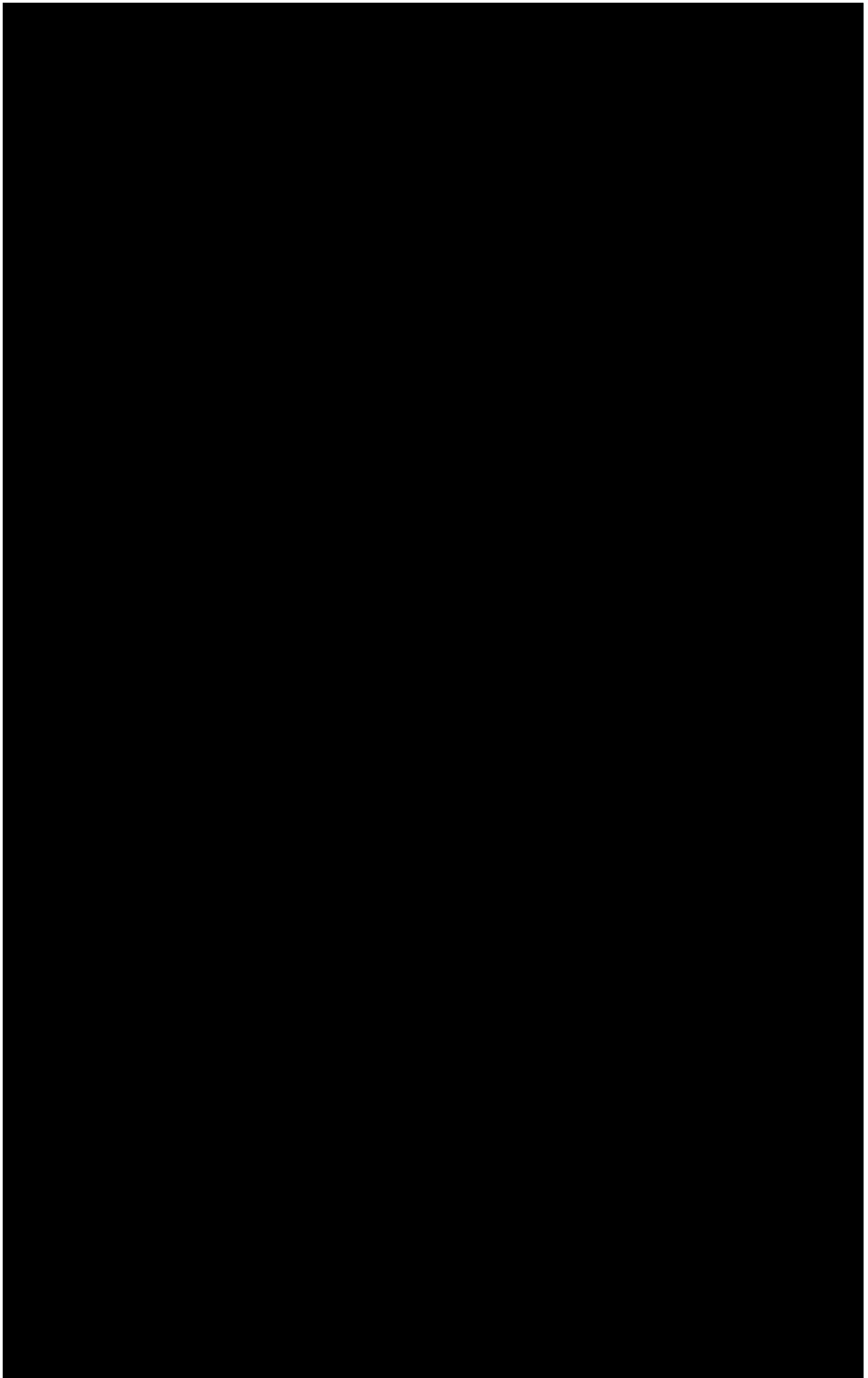


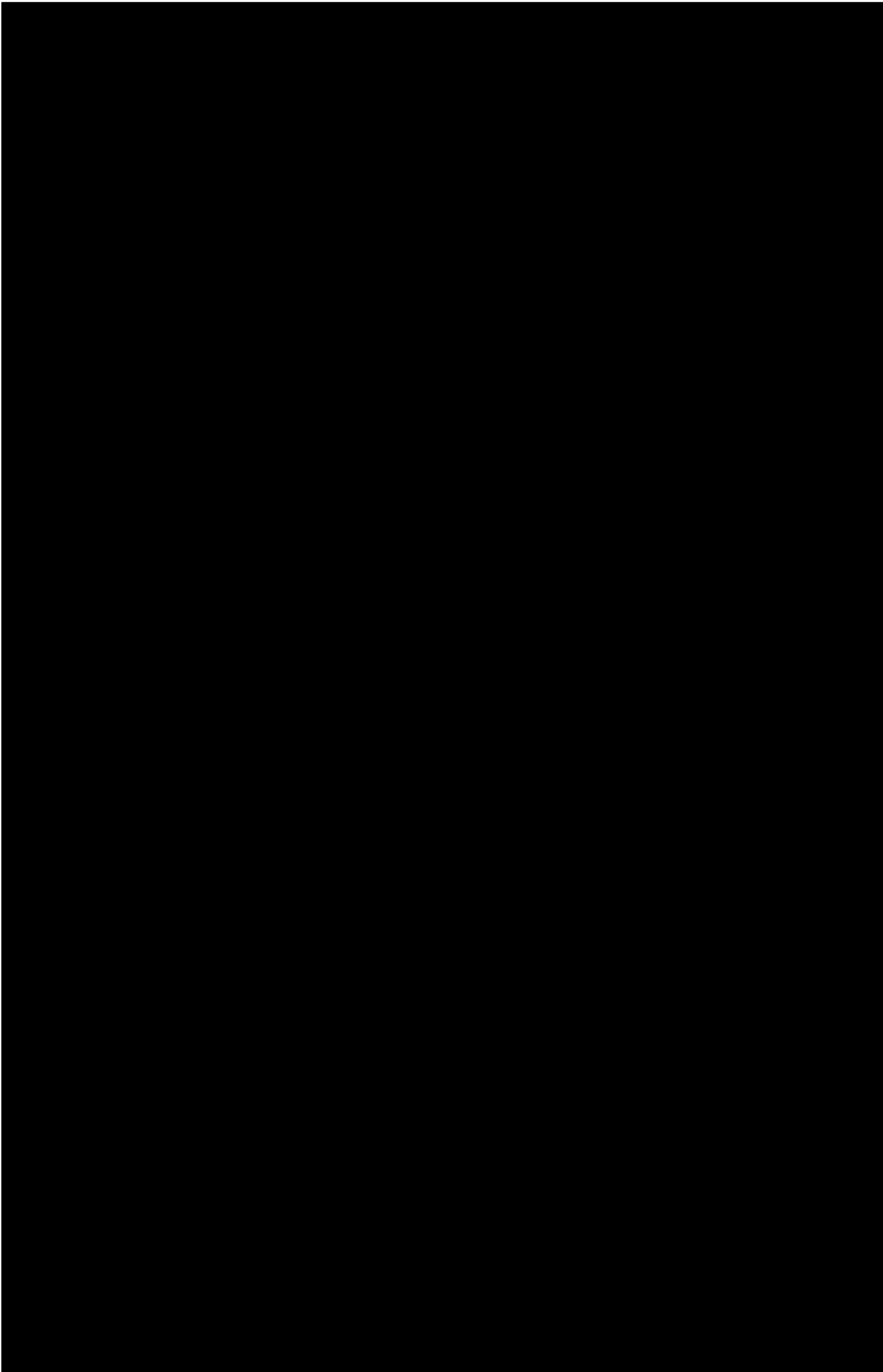
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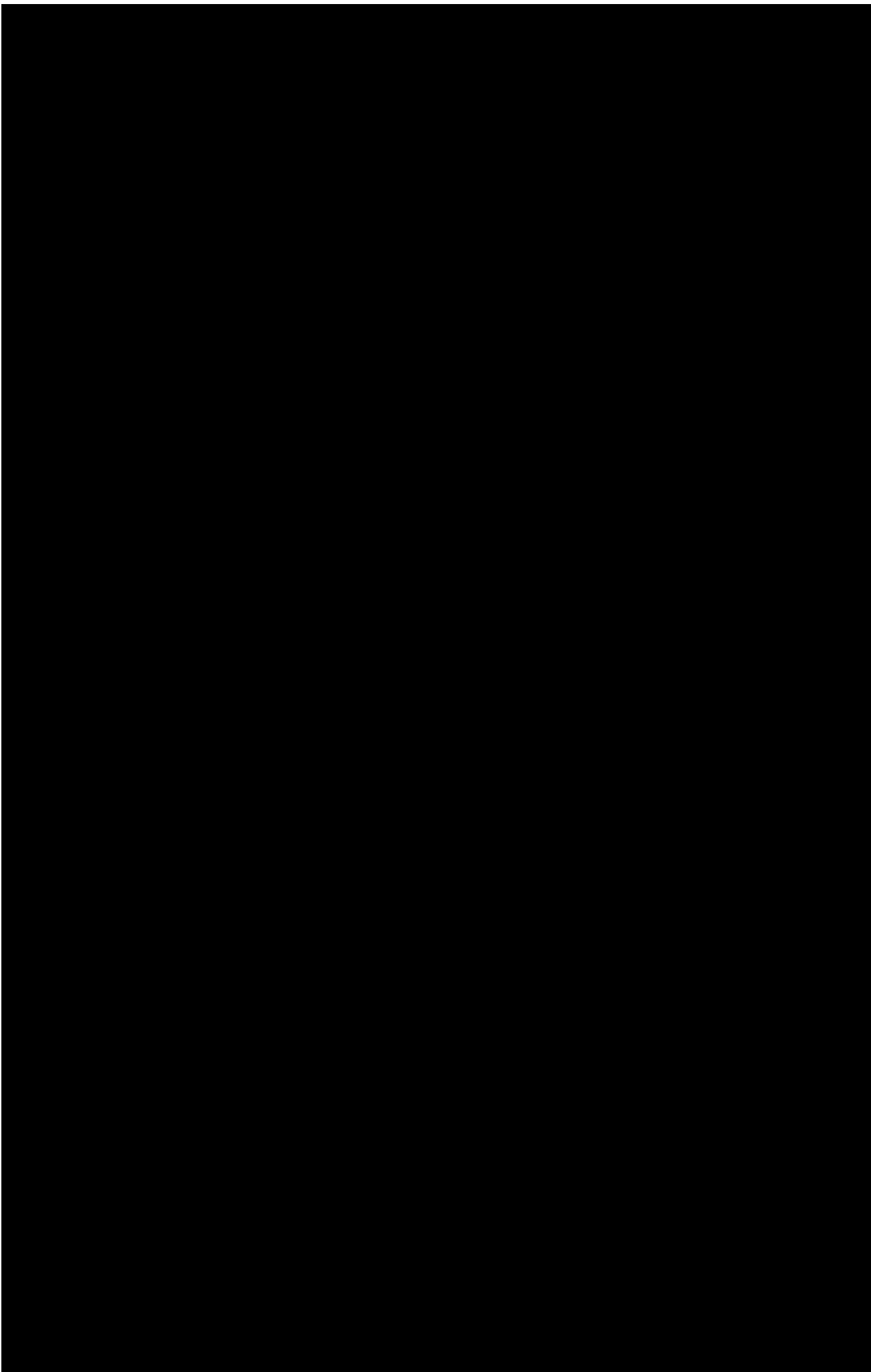


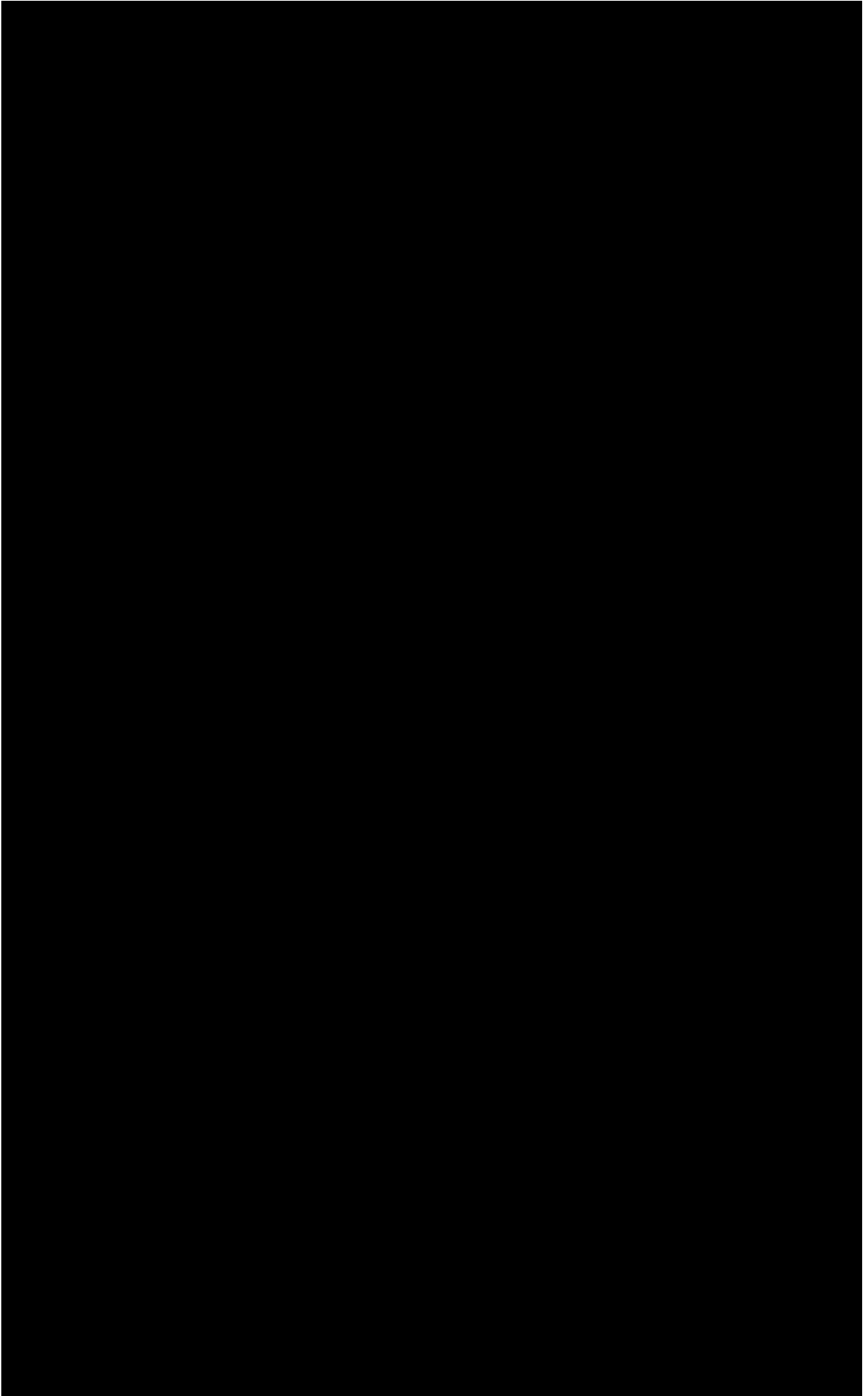


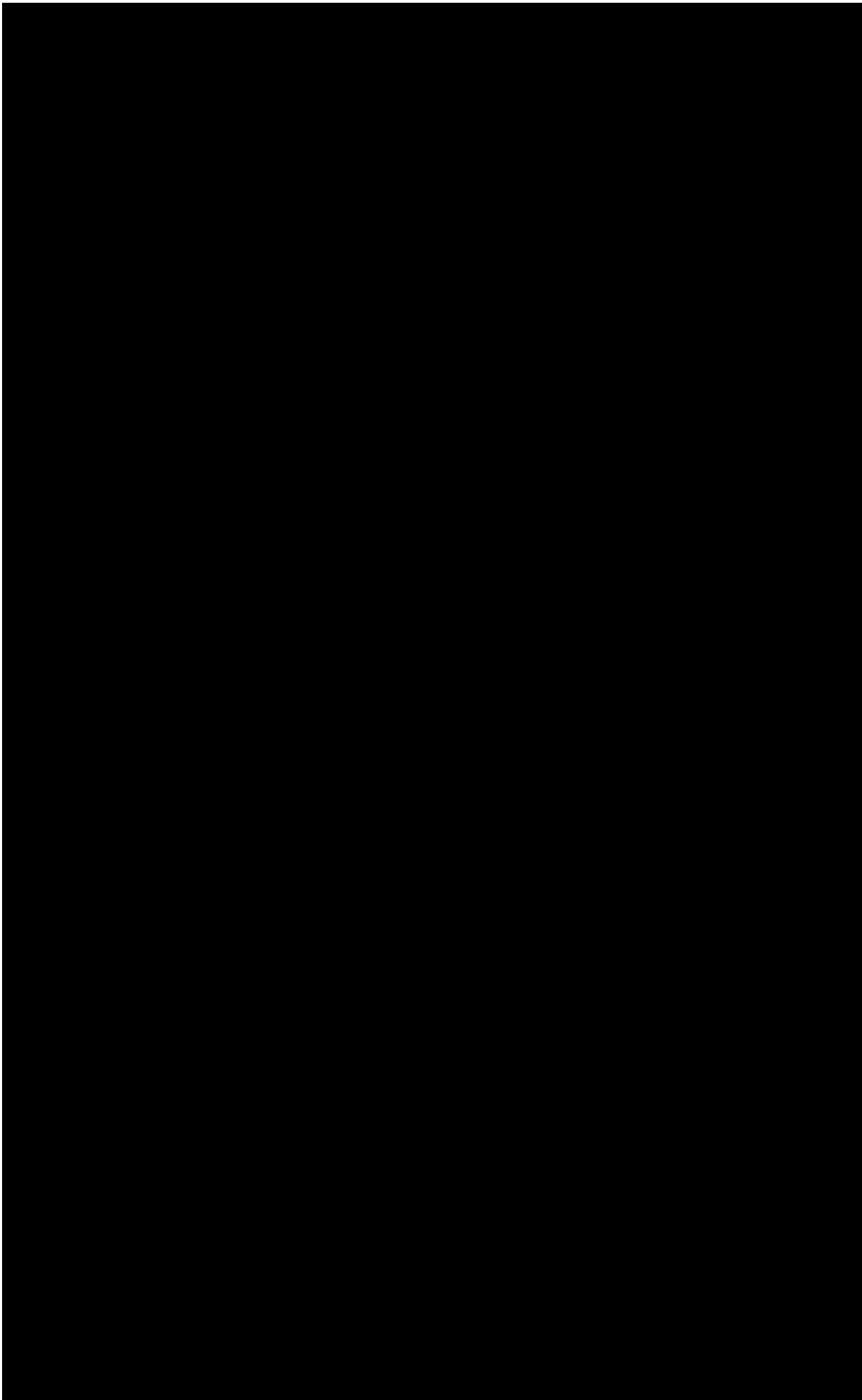


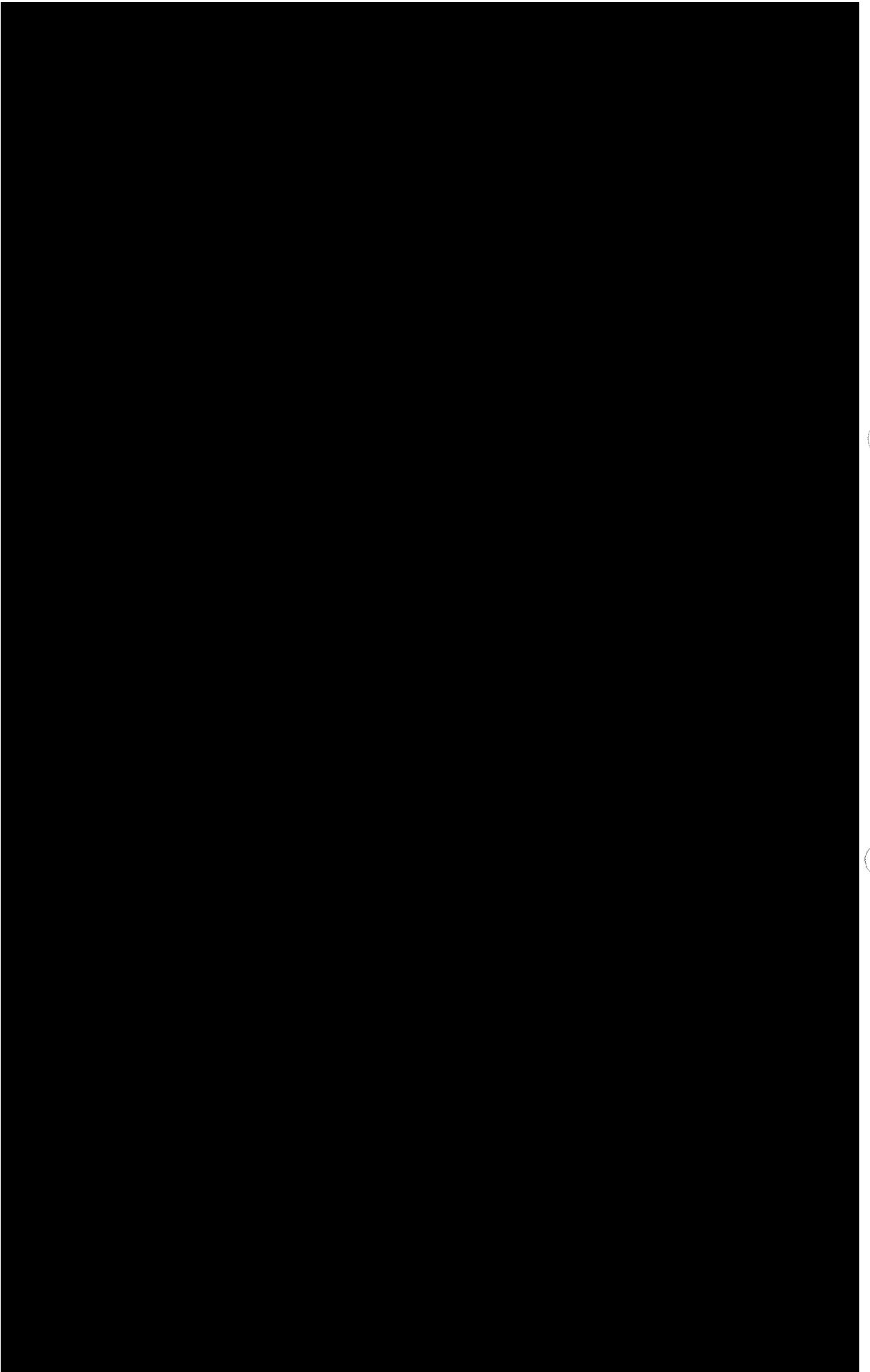


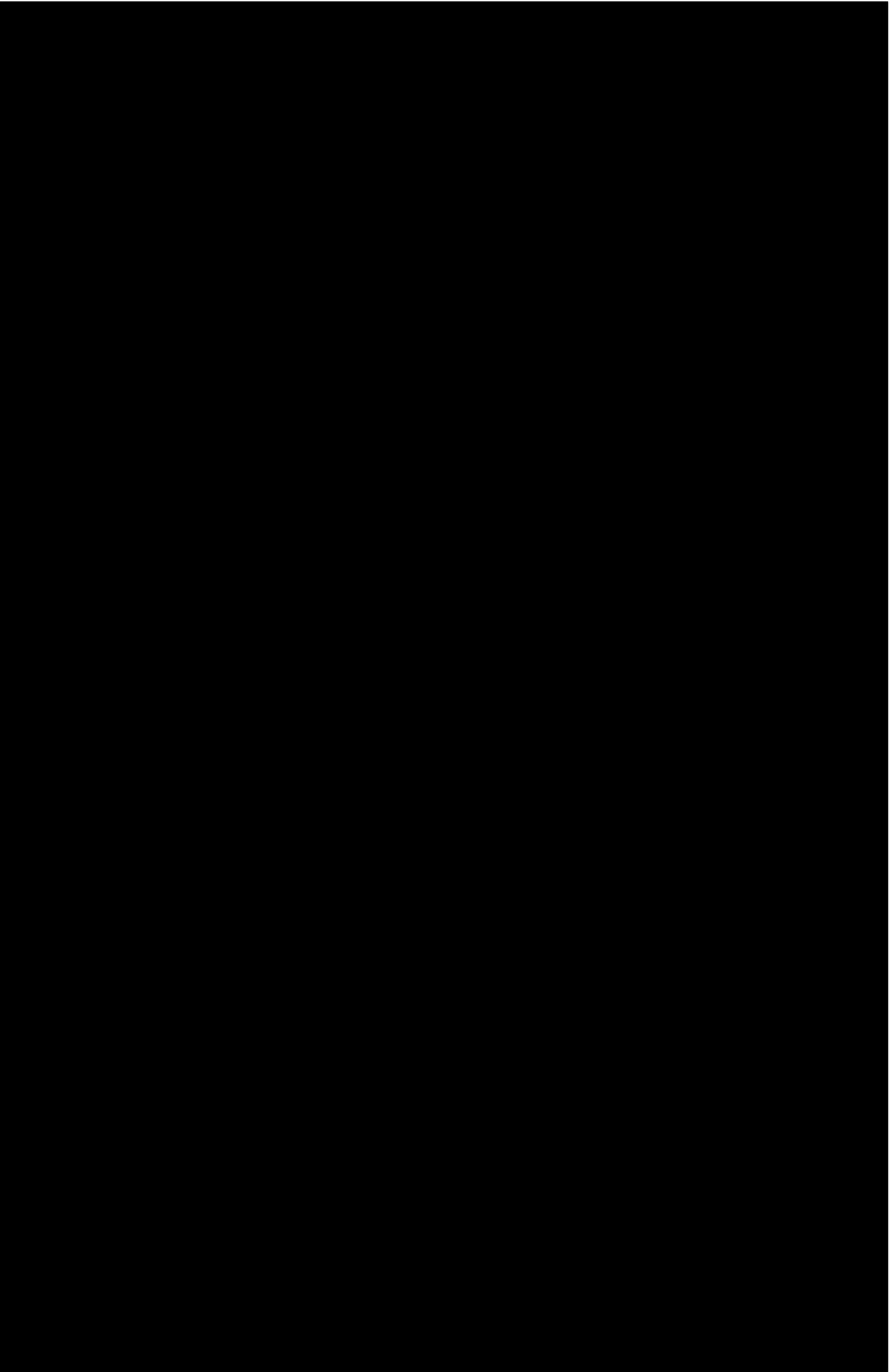


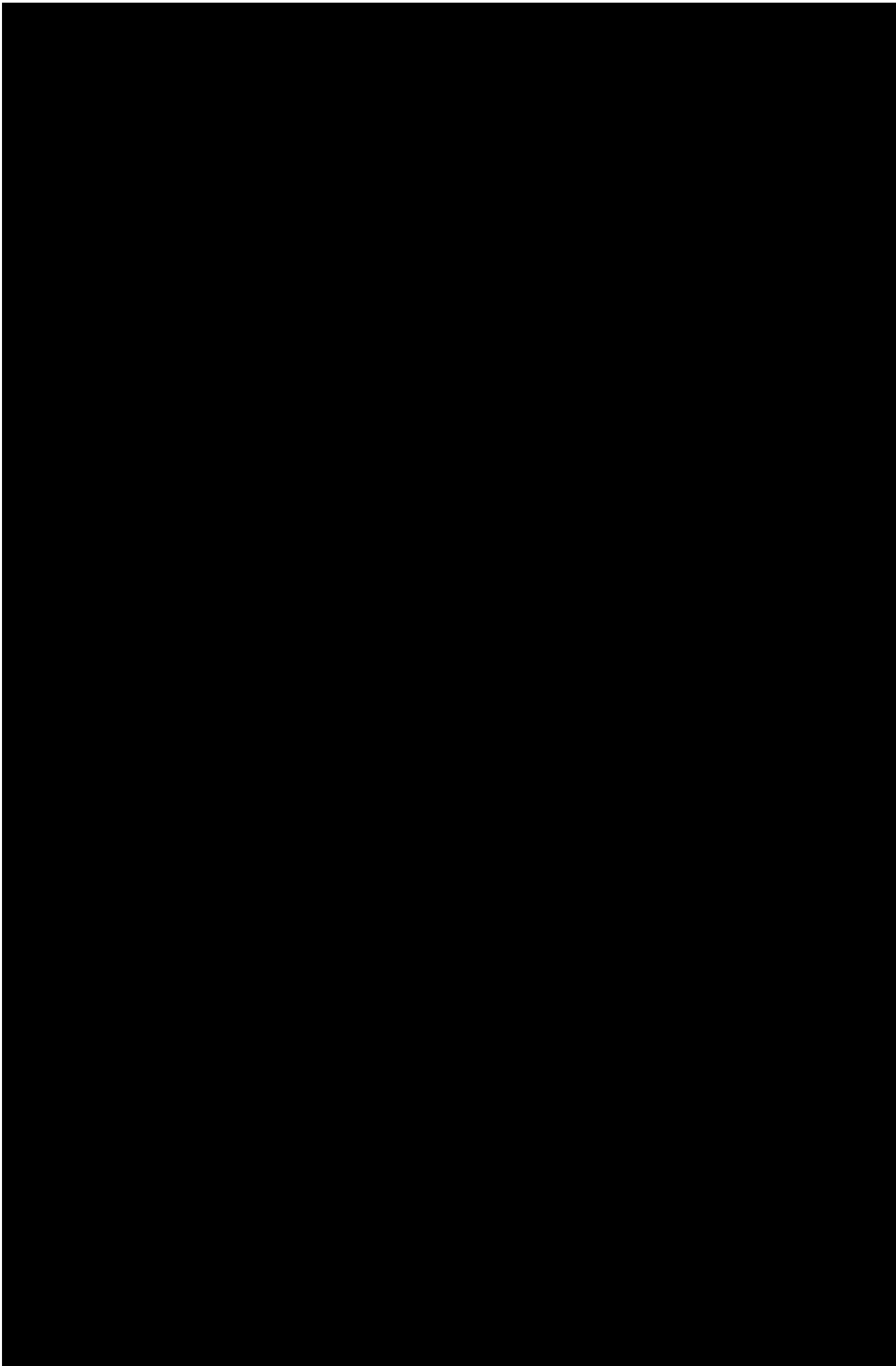




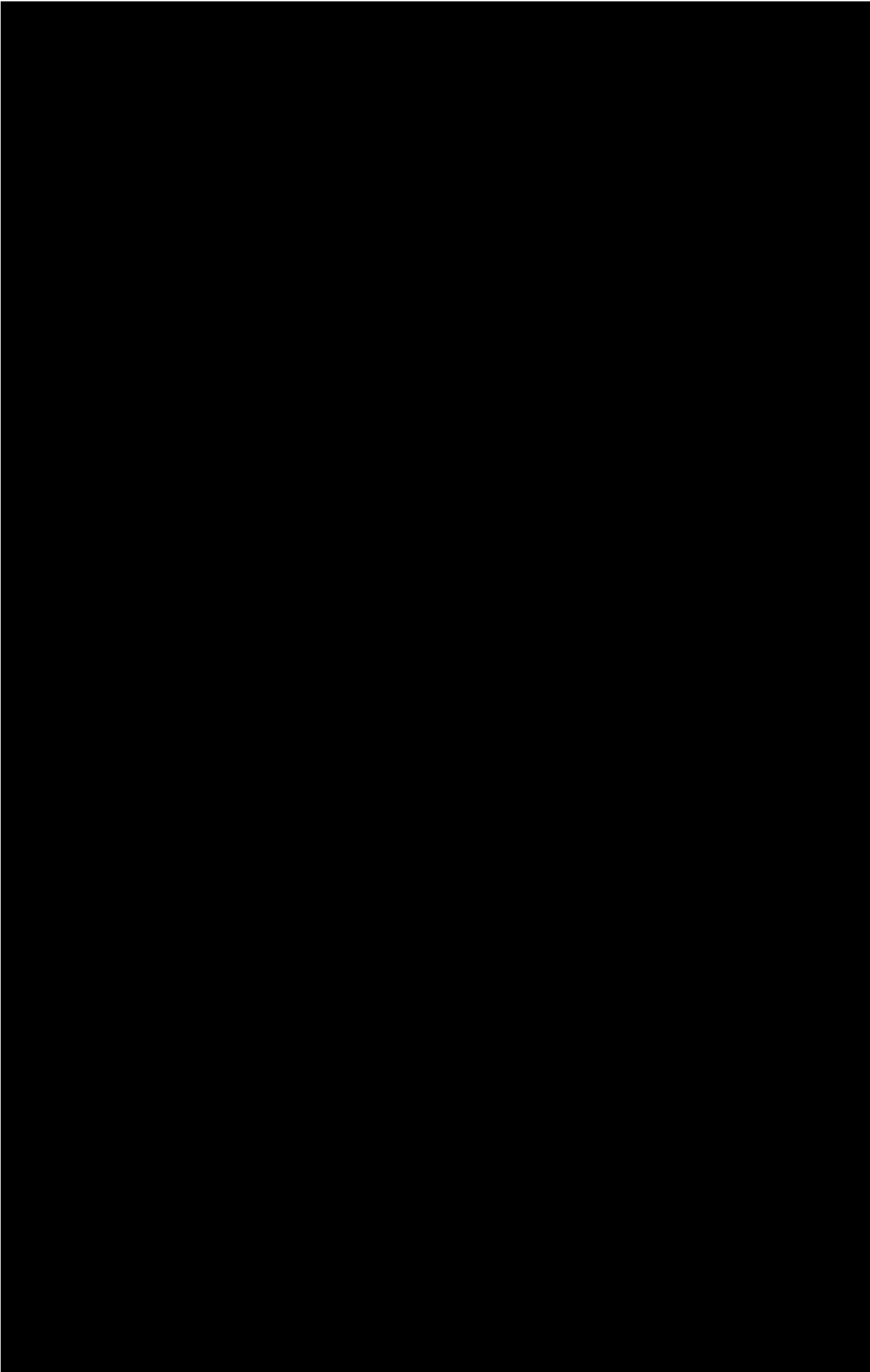


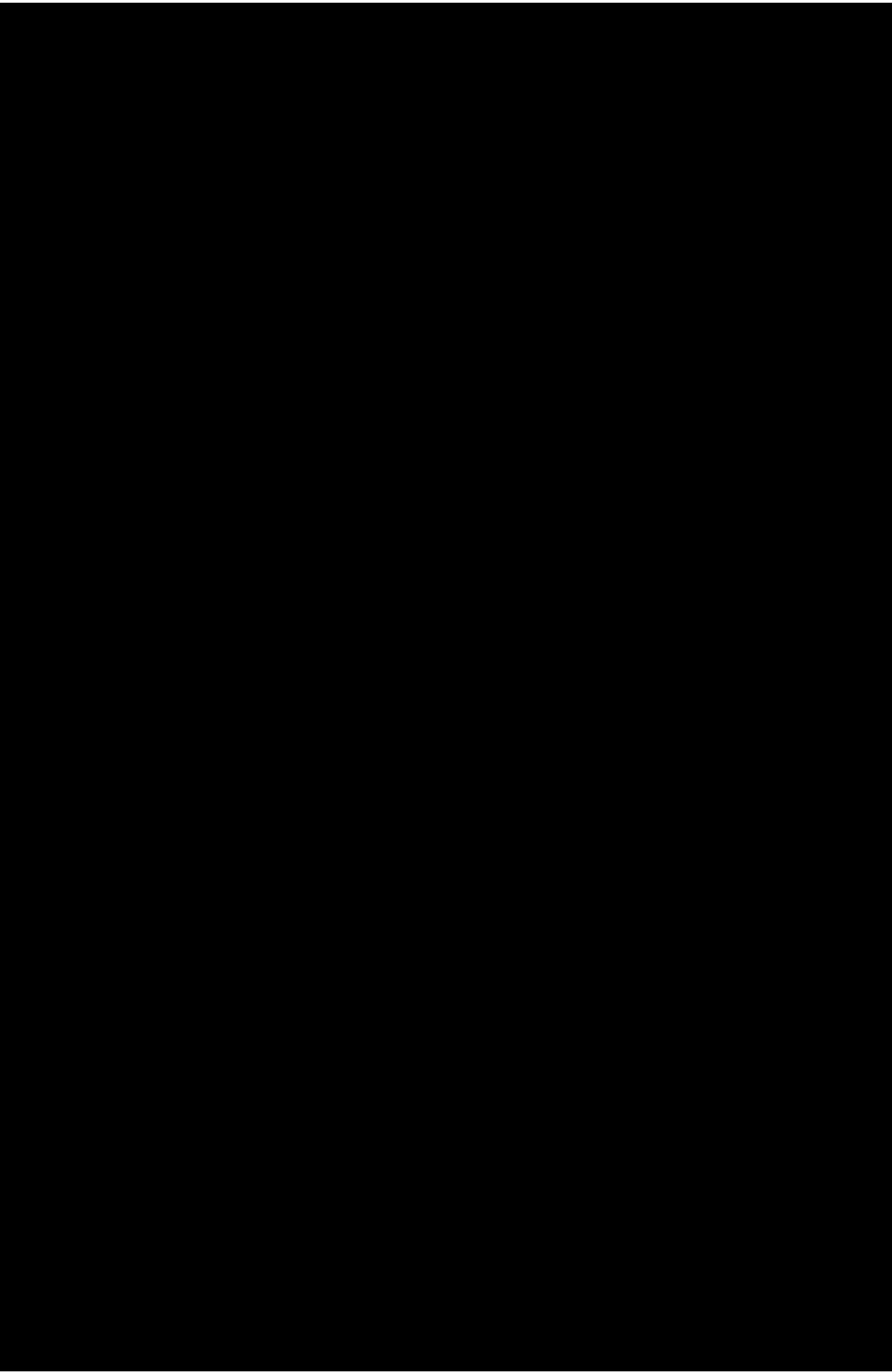


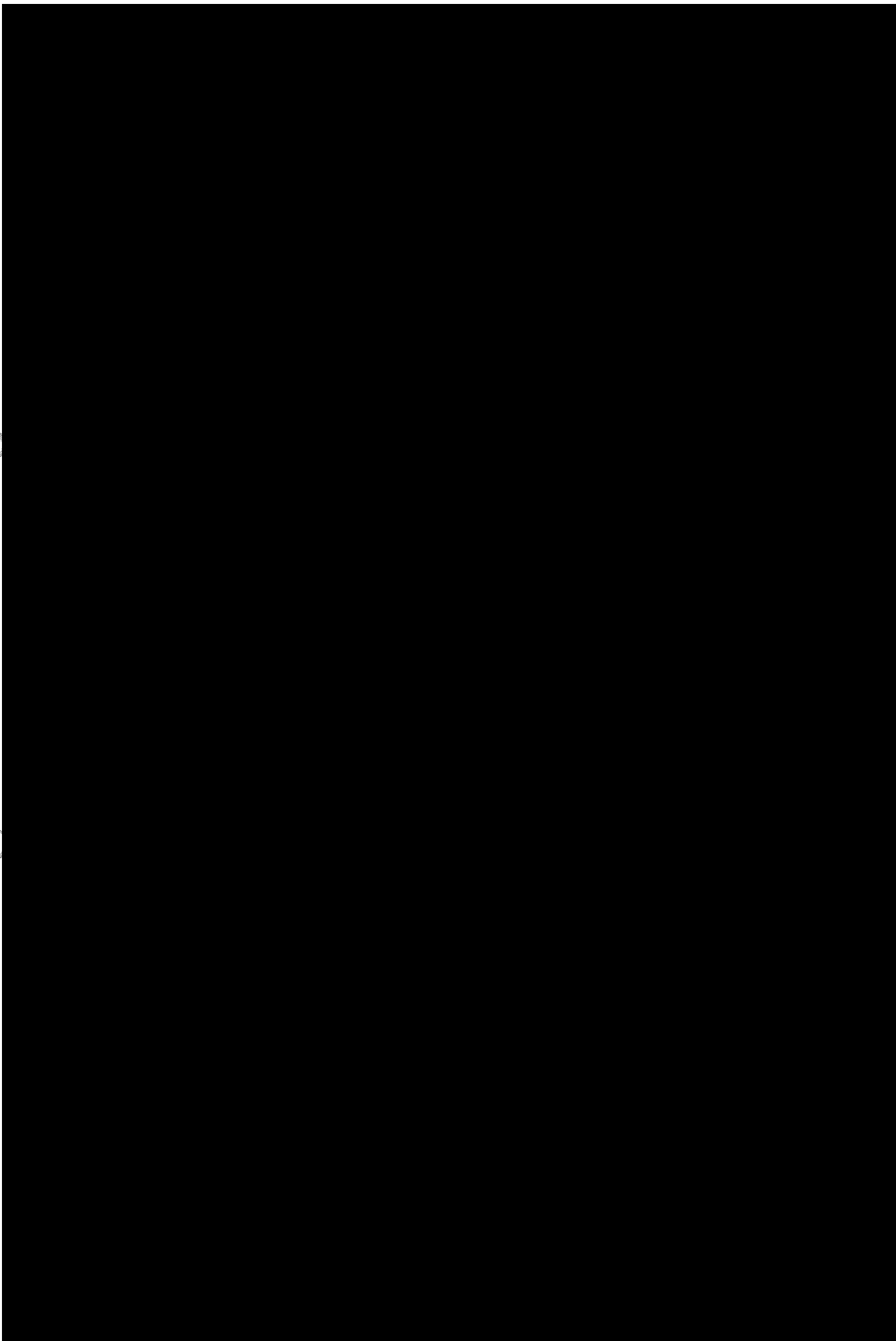


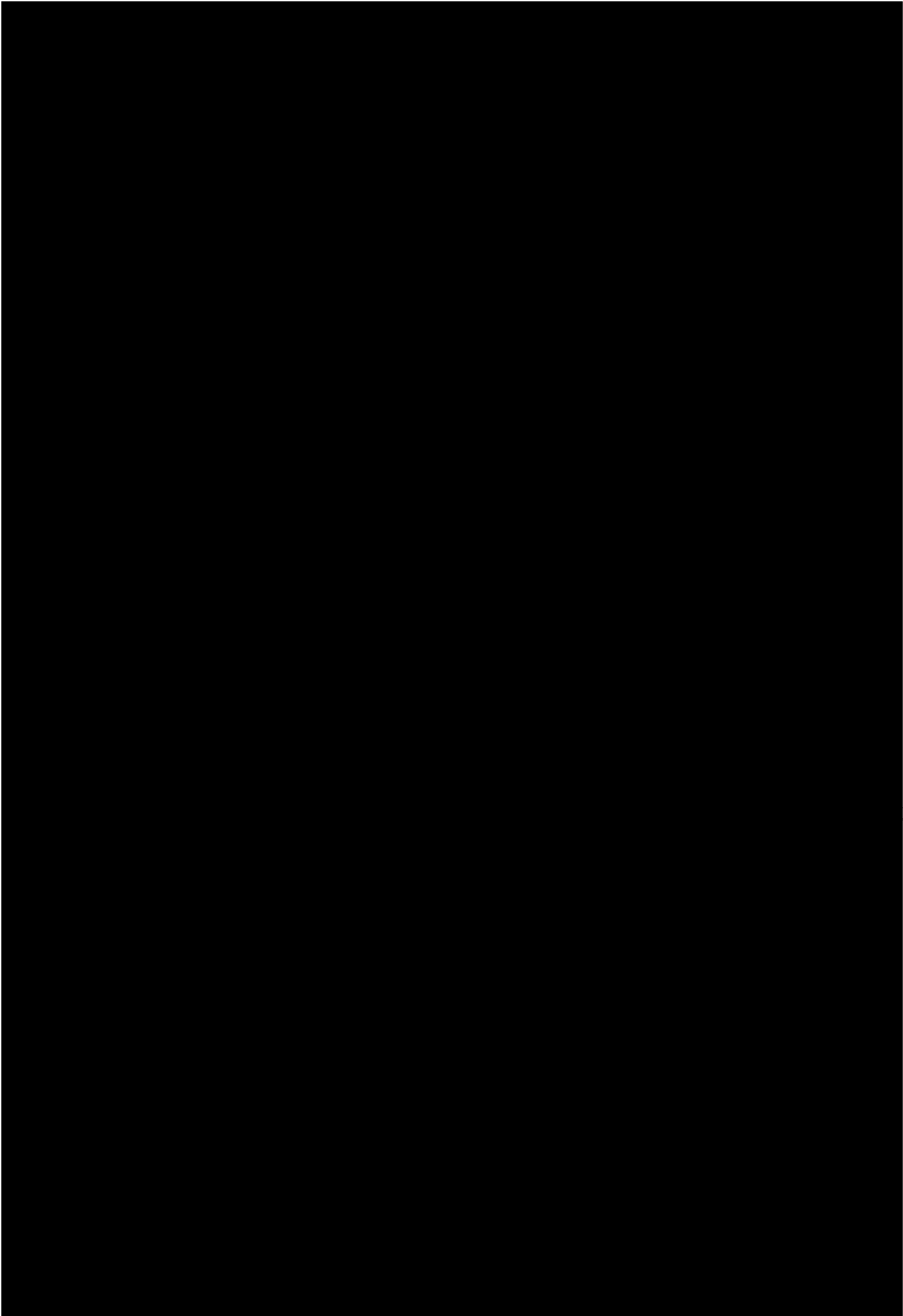


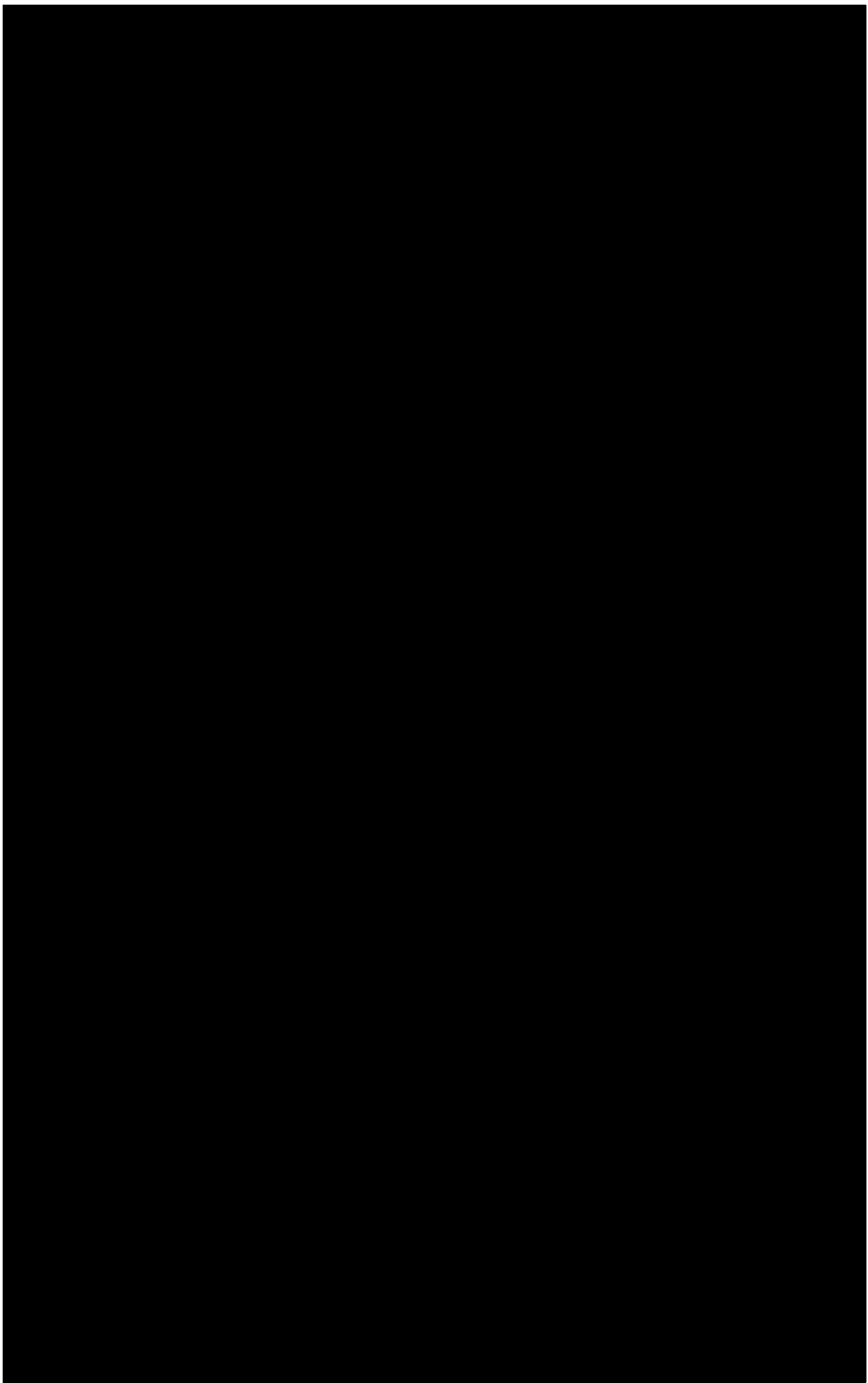
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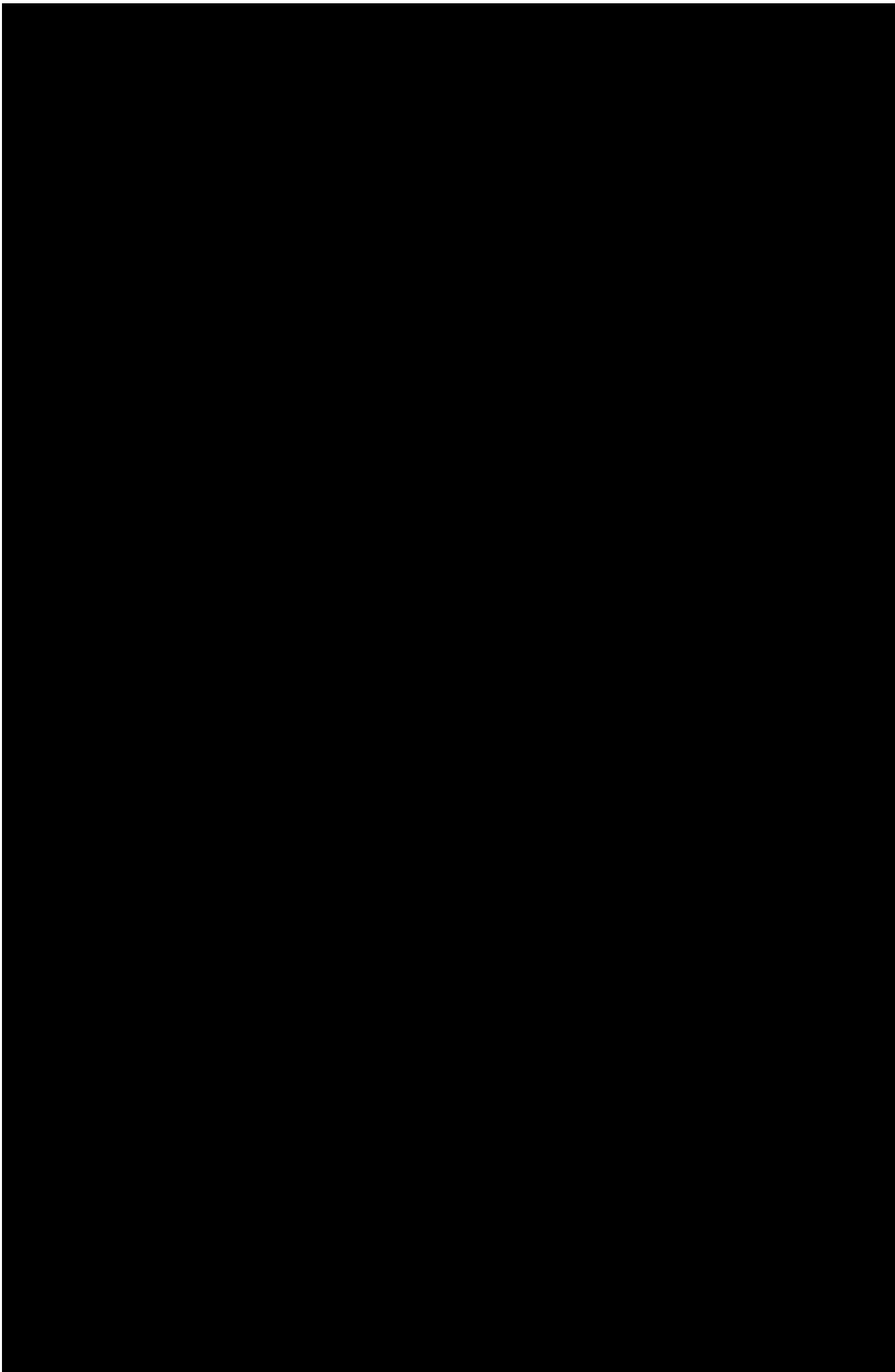


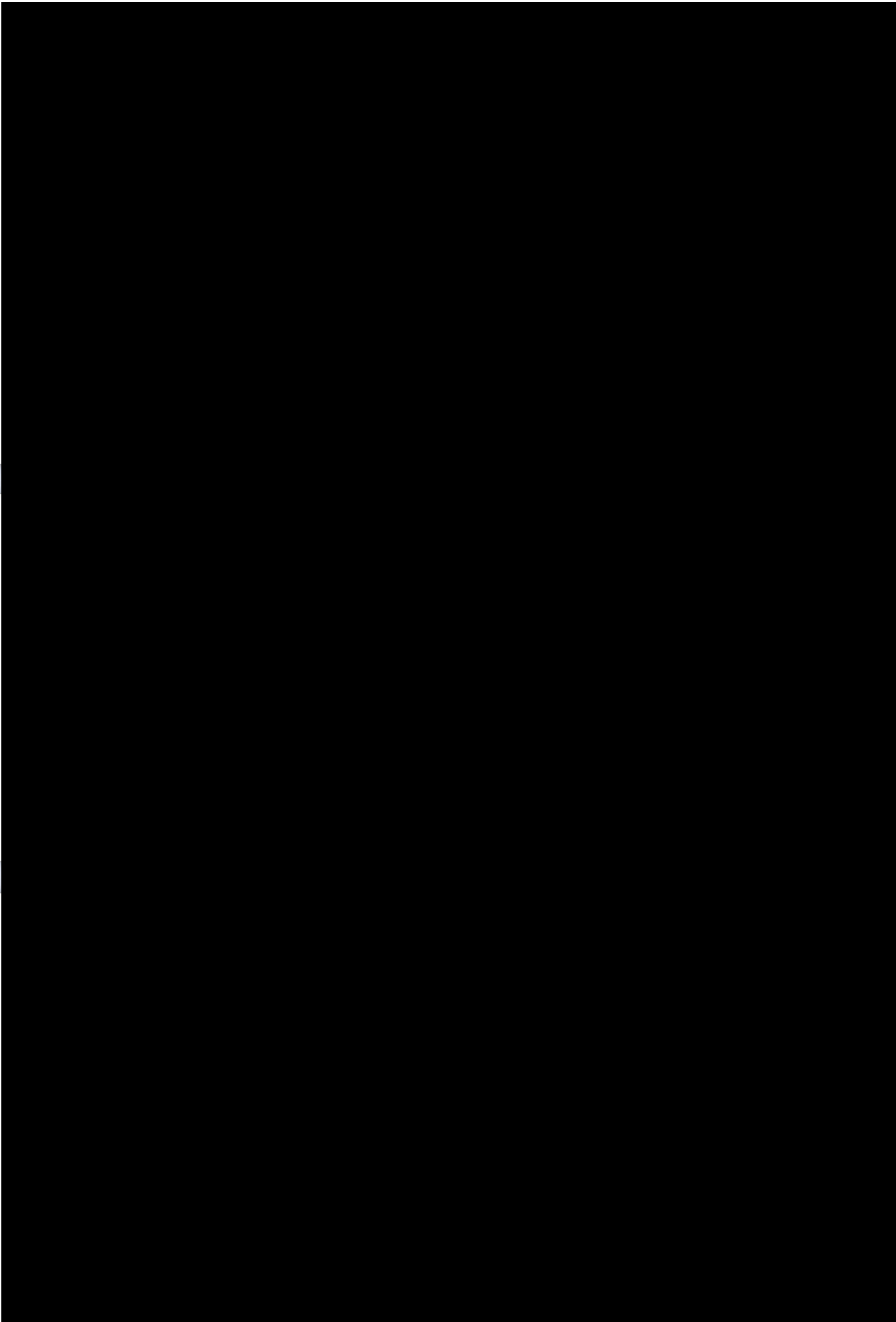


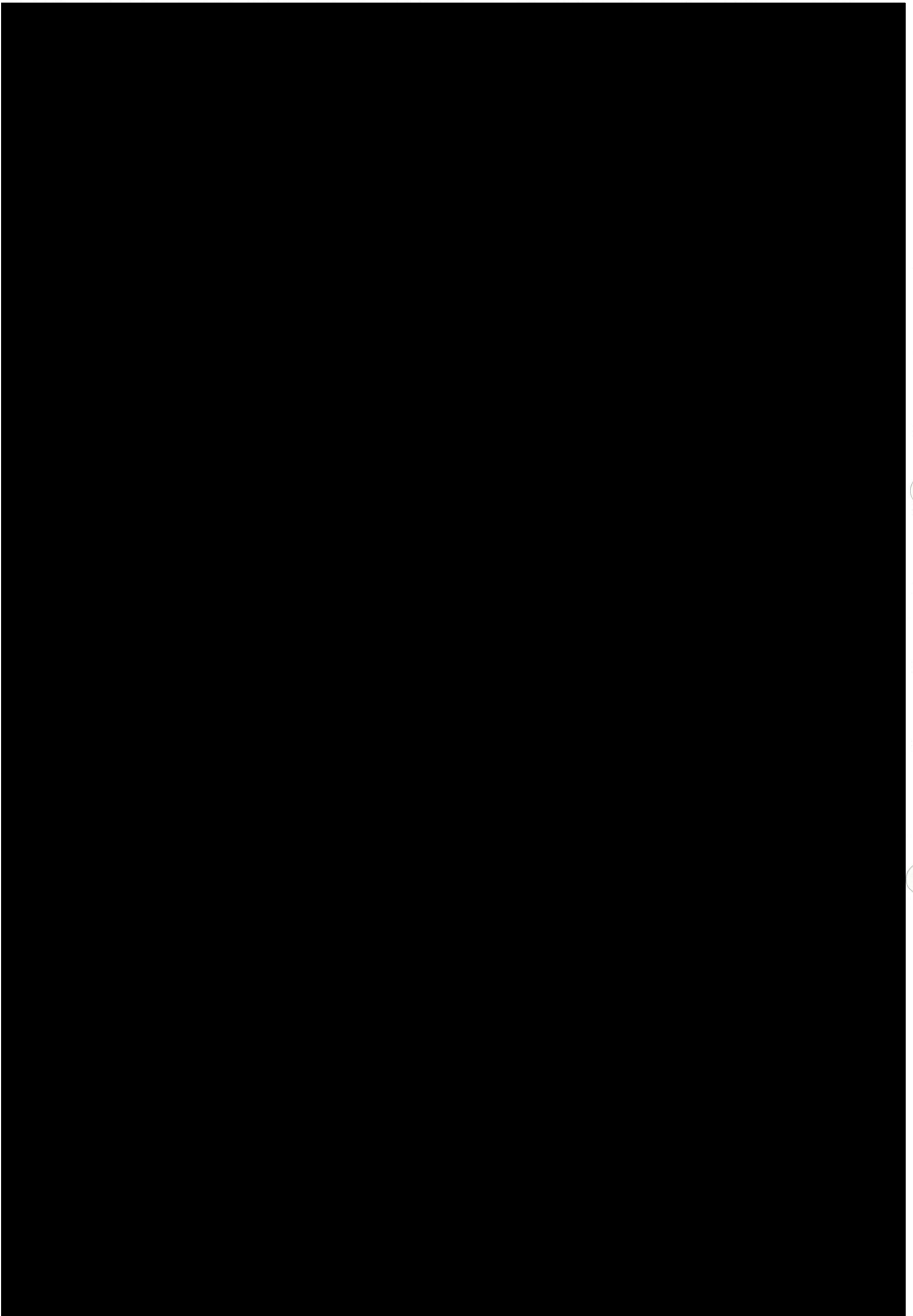




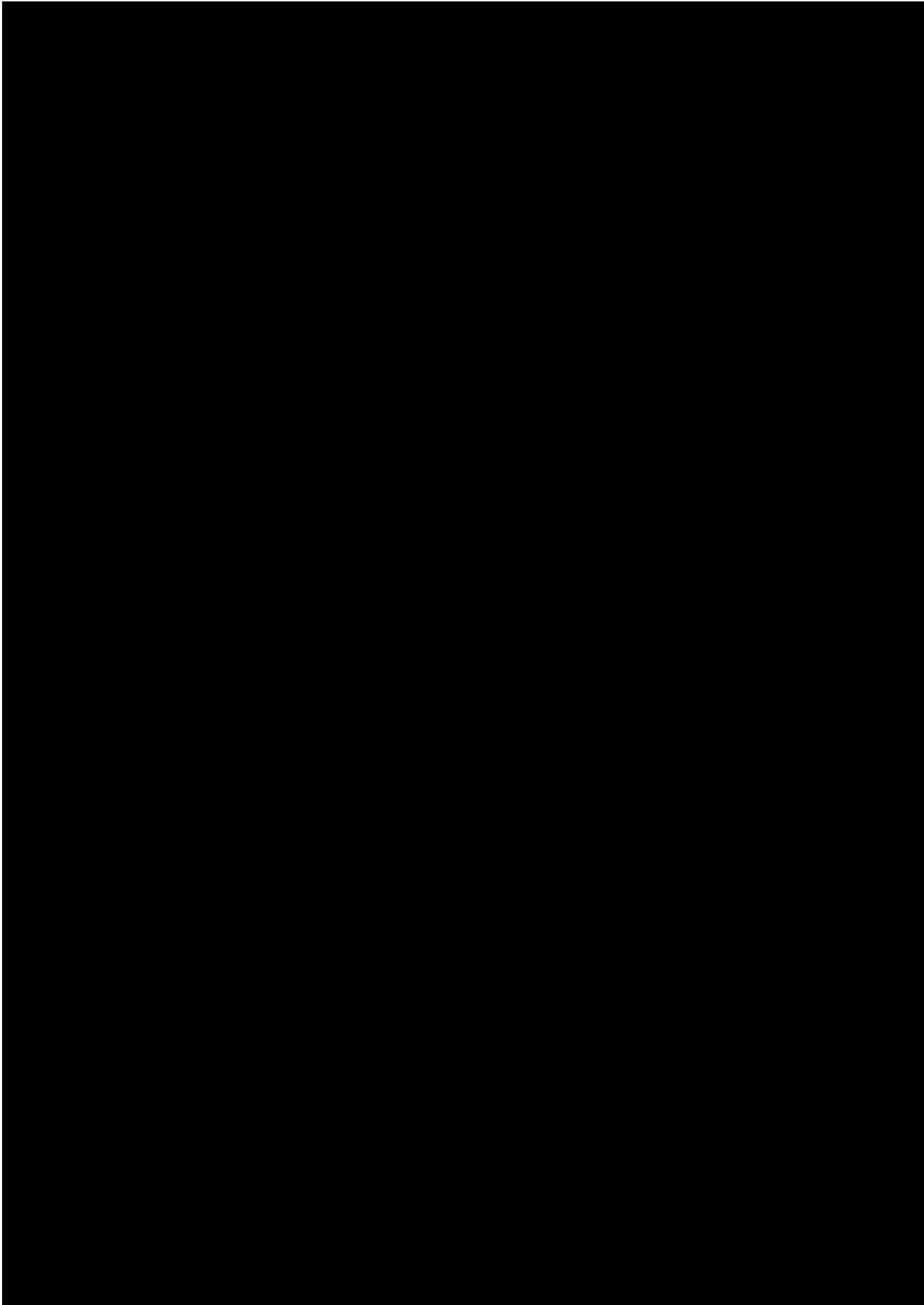


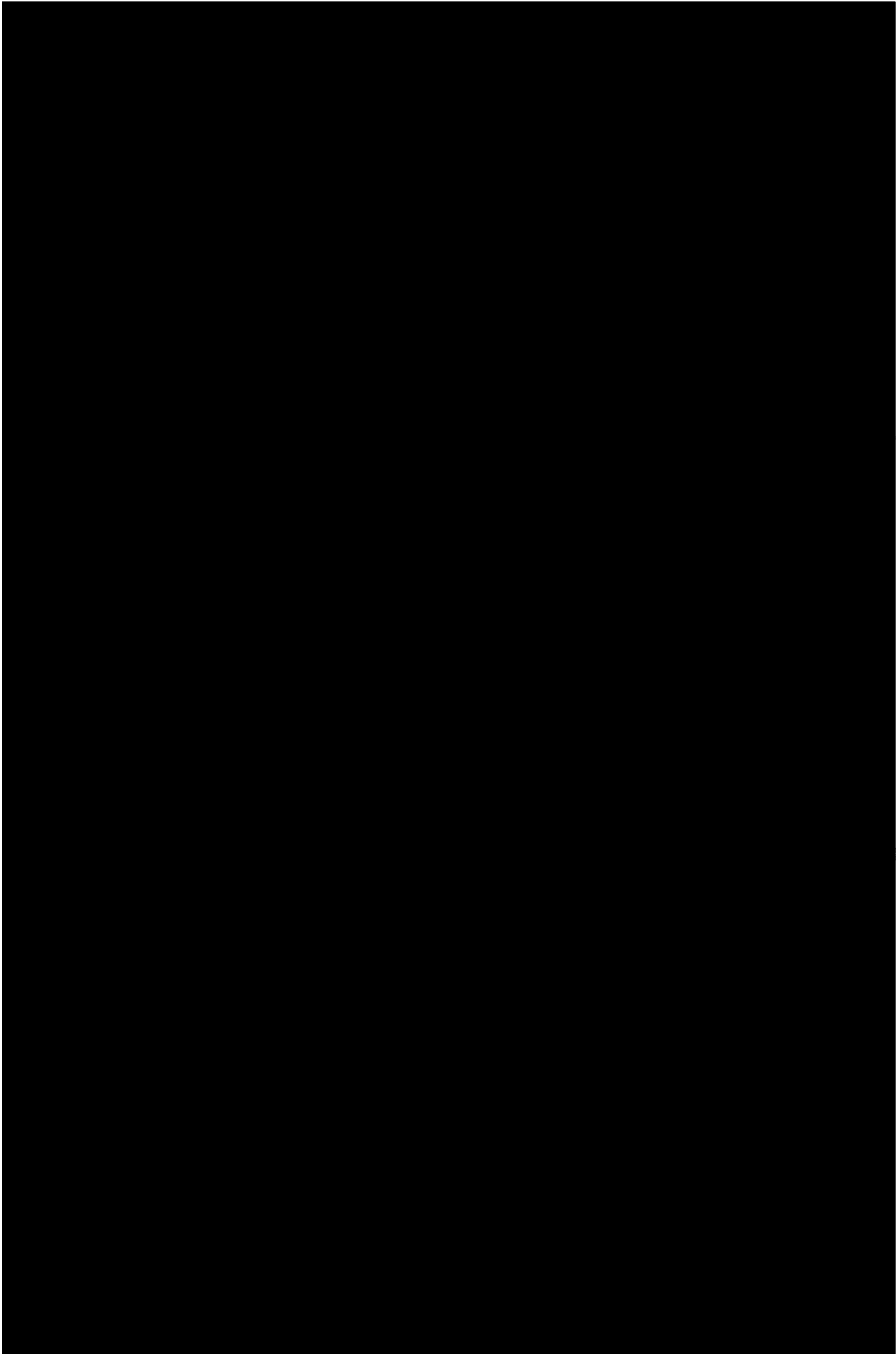


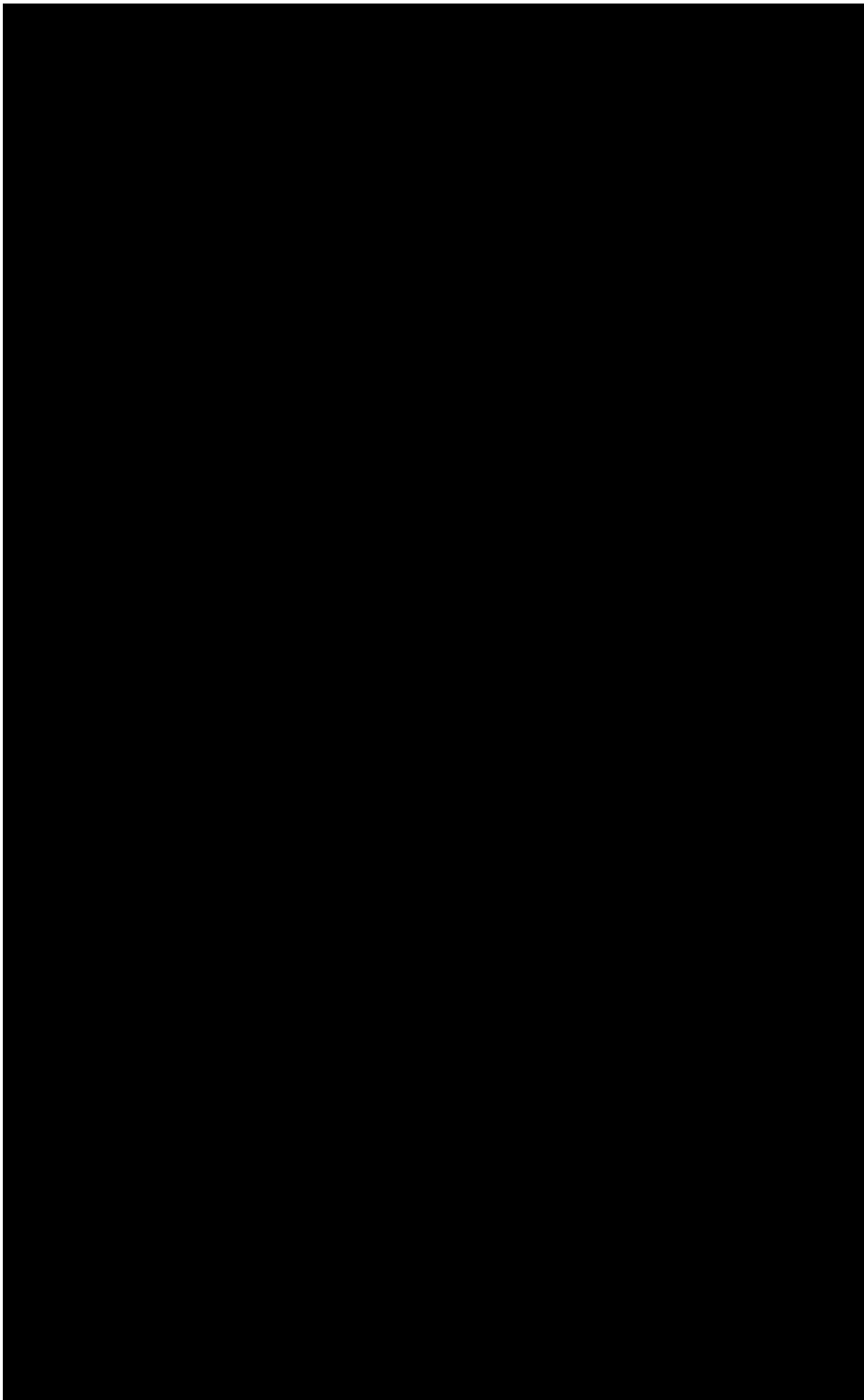


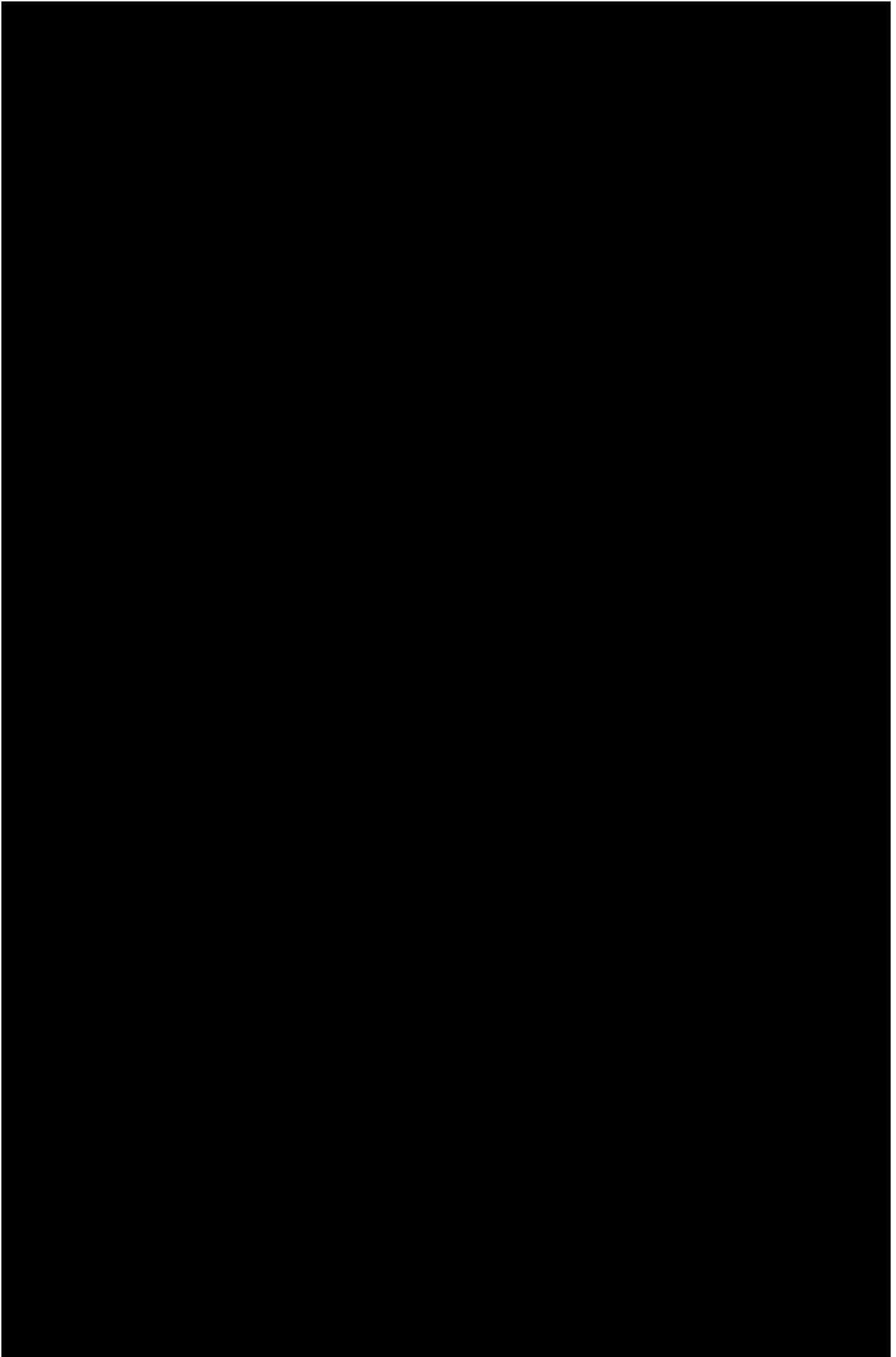


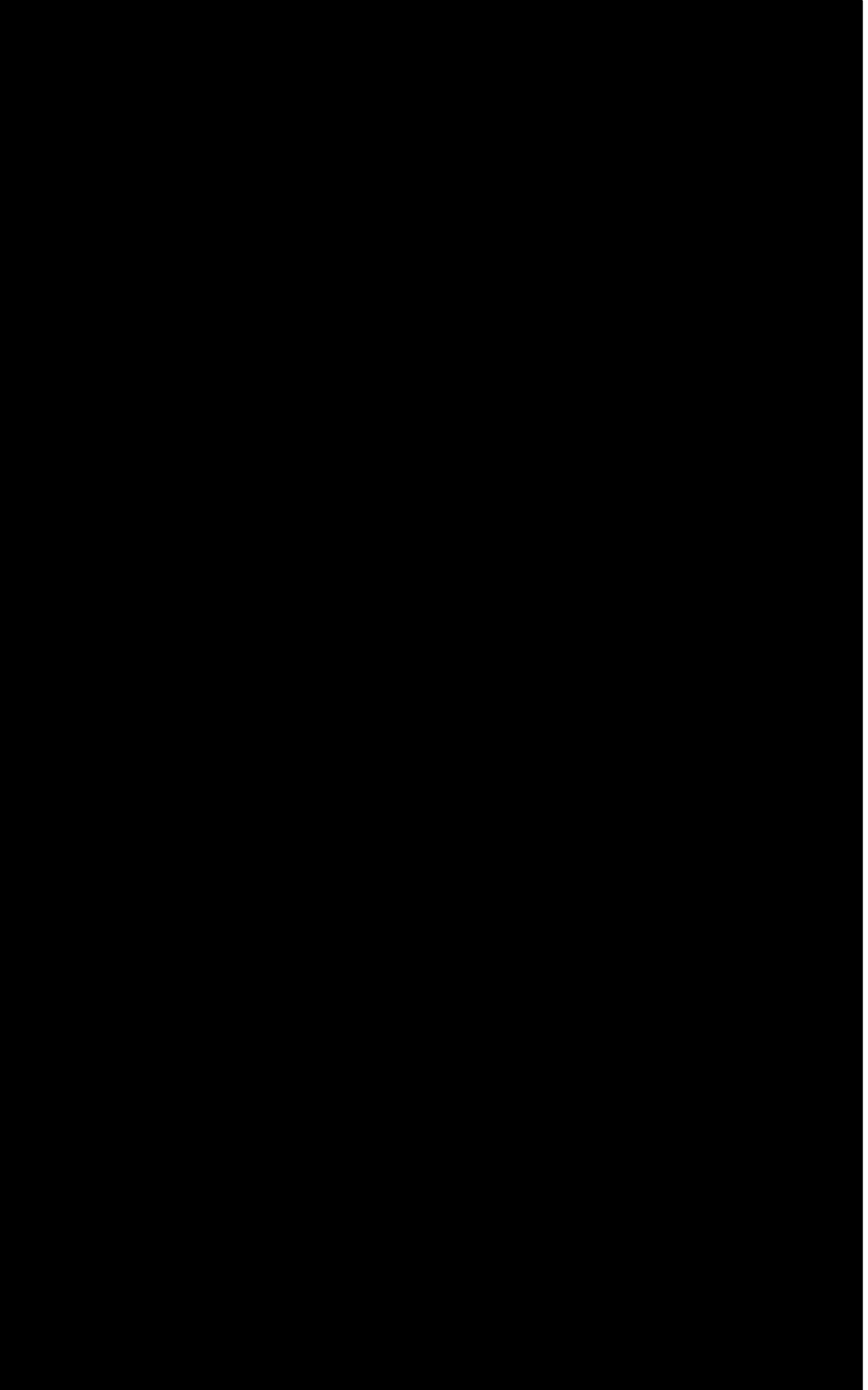
SCHEDULE F6. – PERFORMANCE AND COMPLIANCE INCENTIVE PAYMENT SCHEDULE

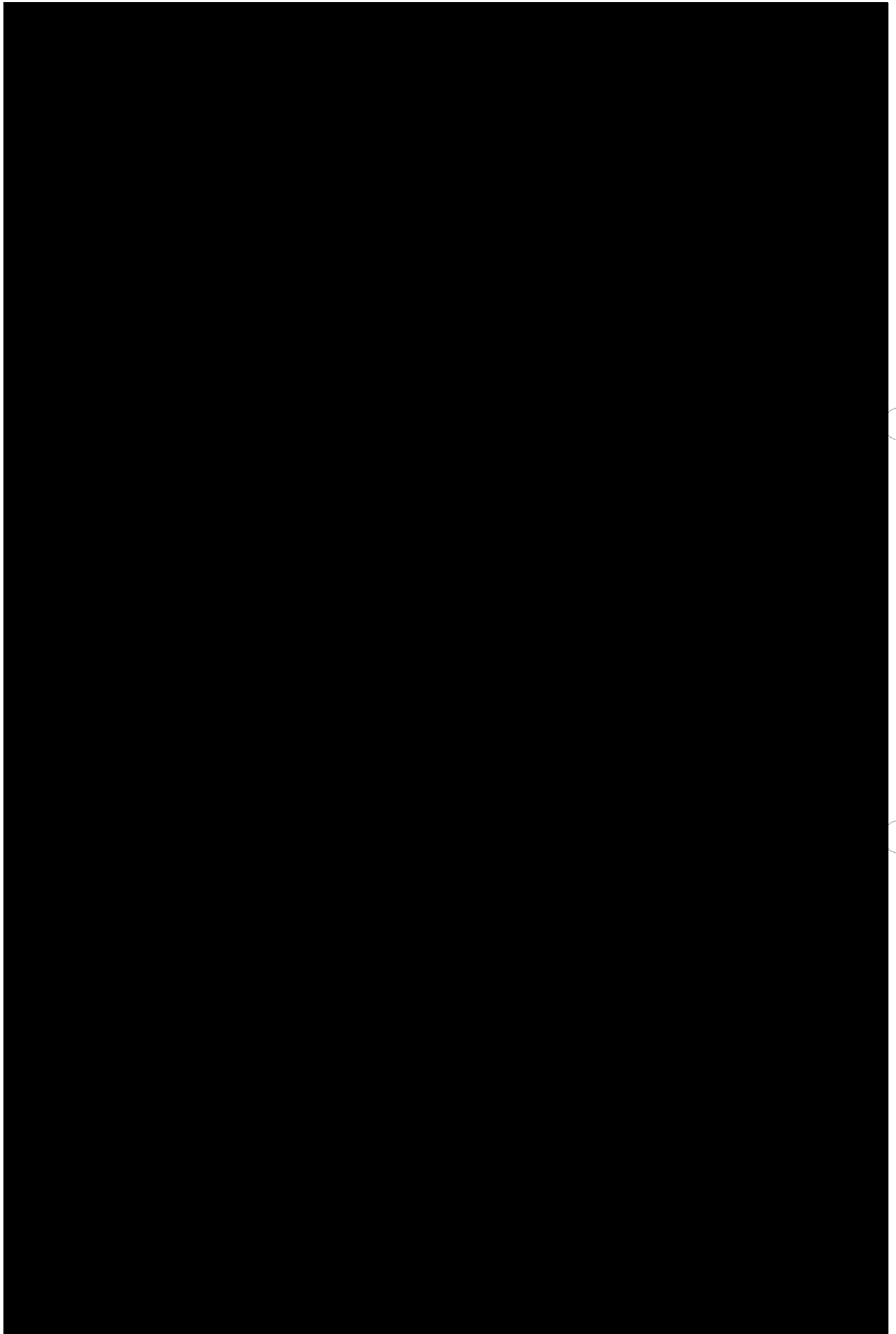


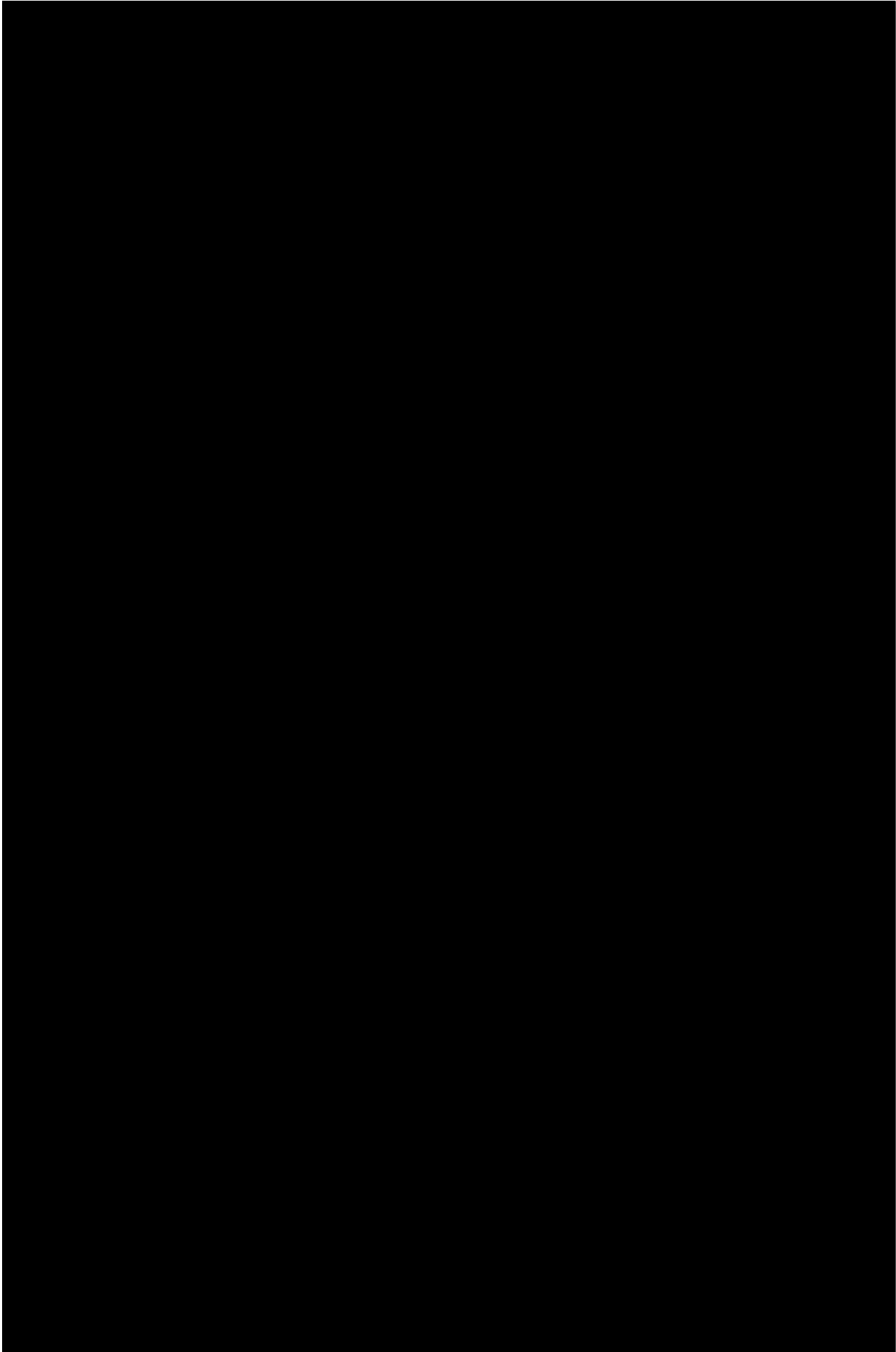


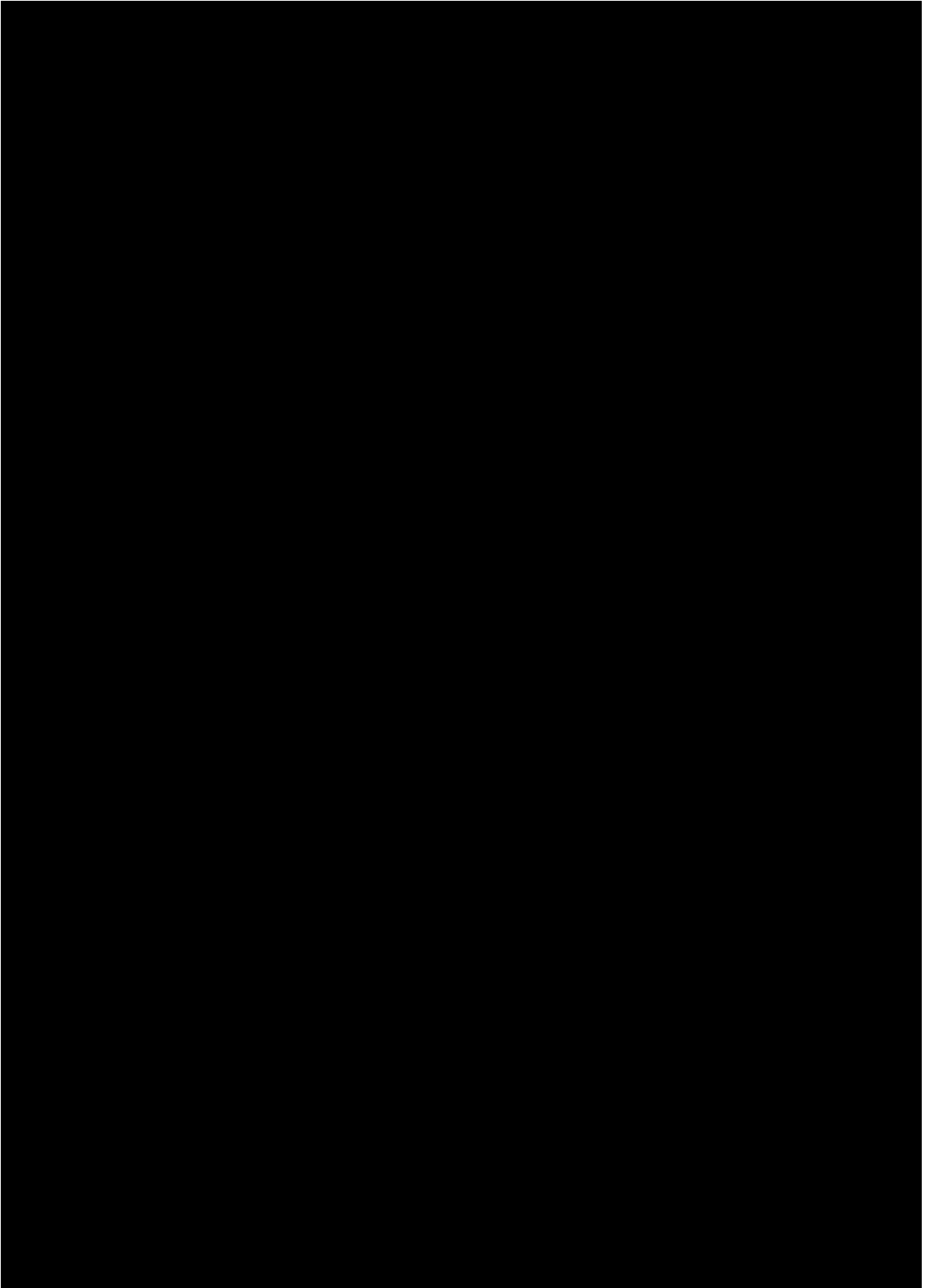


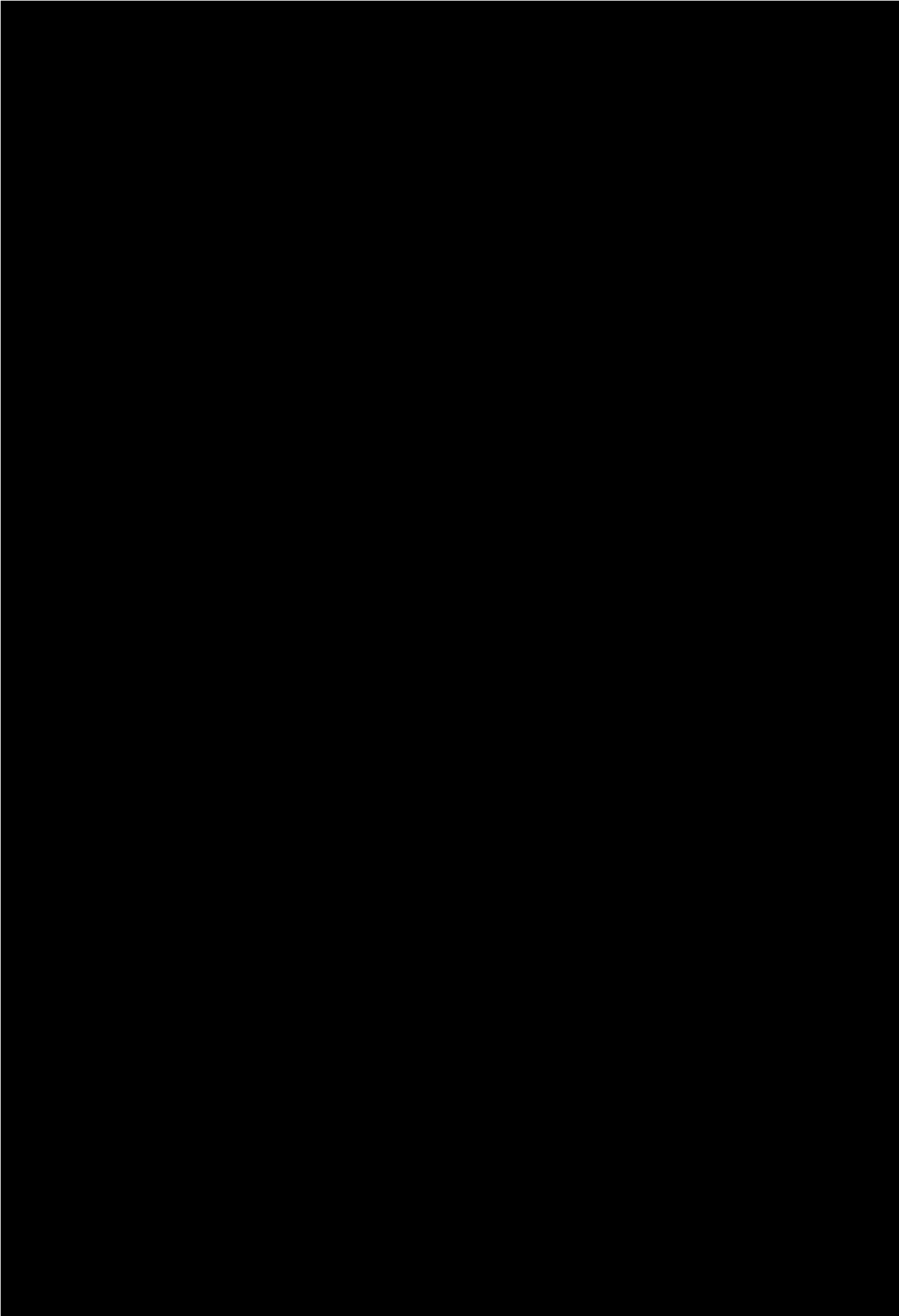


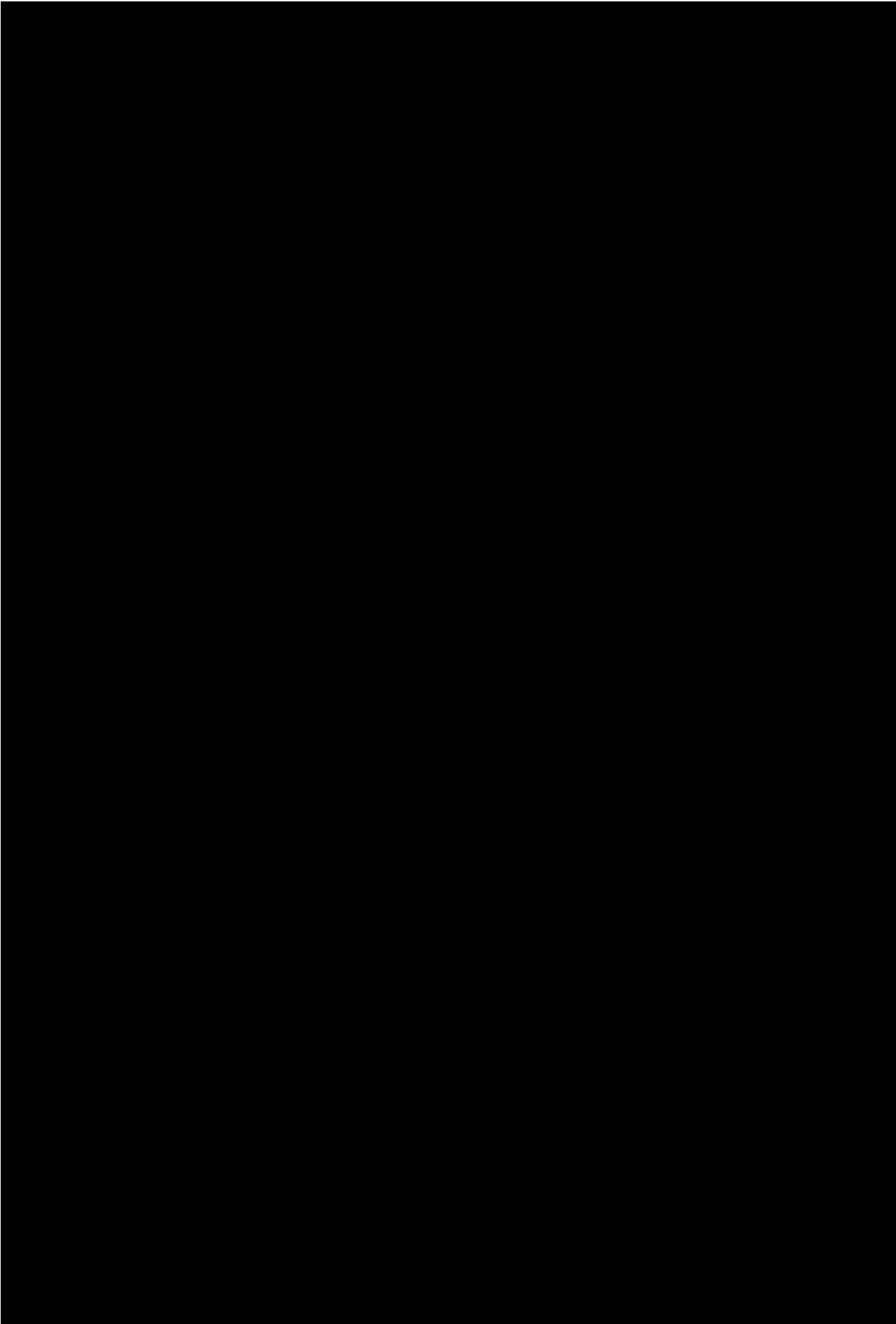


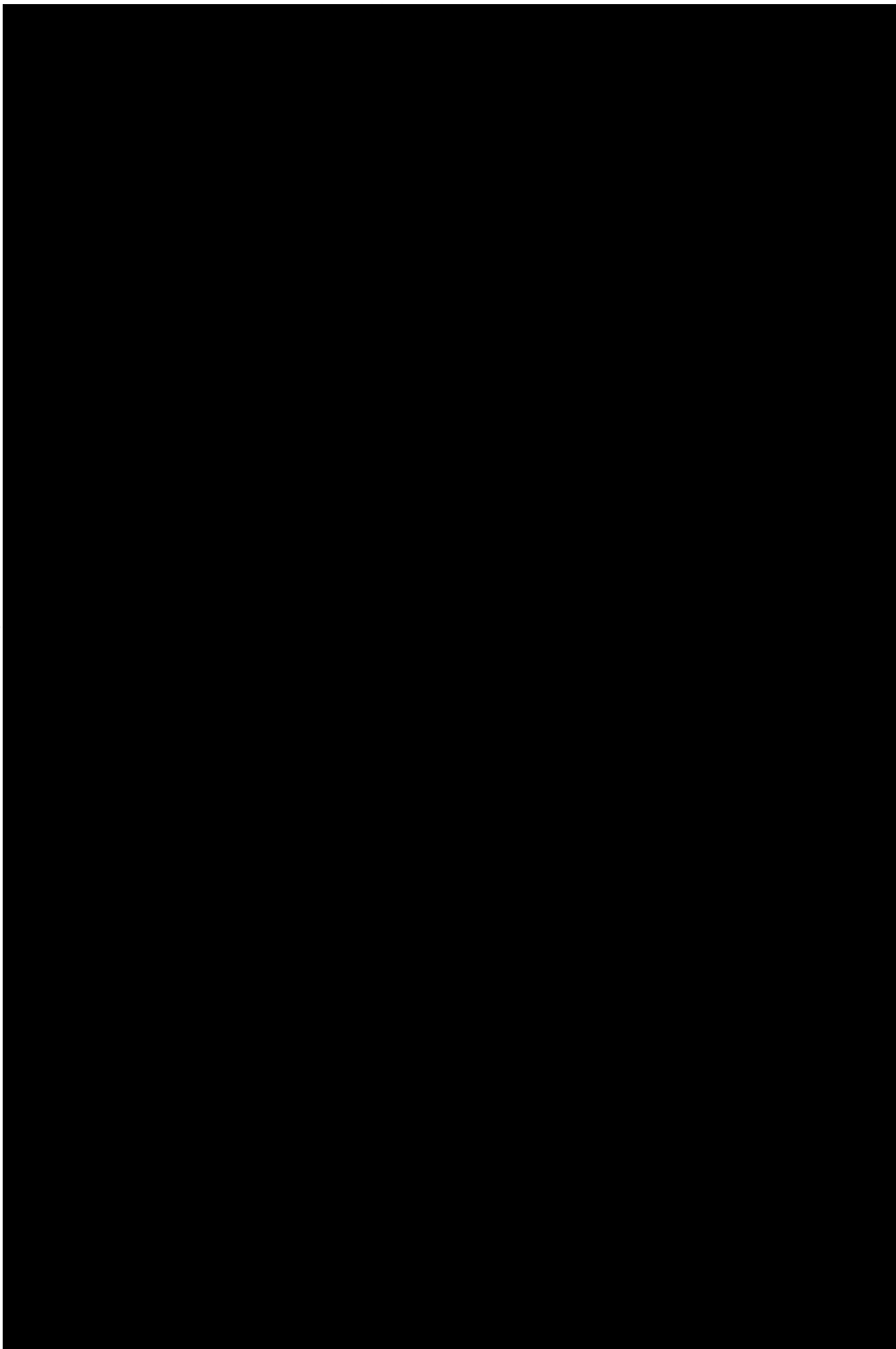


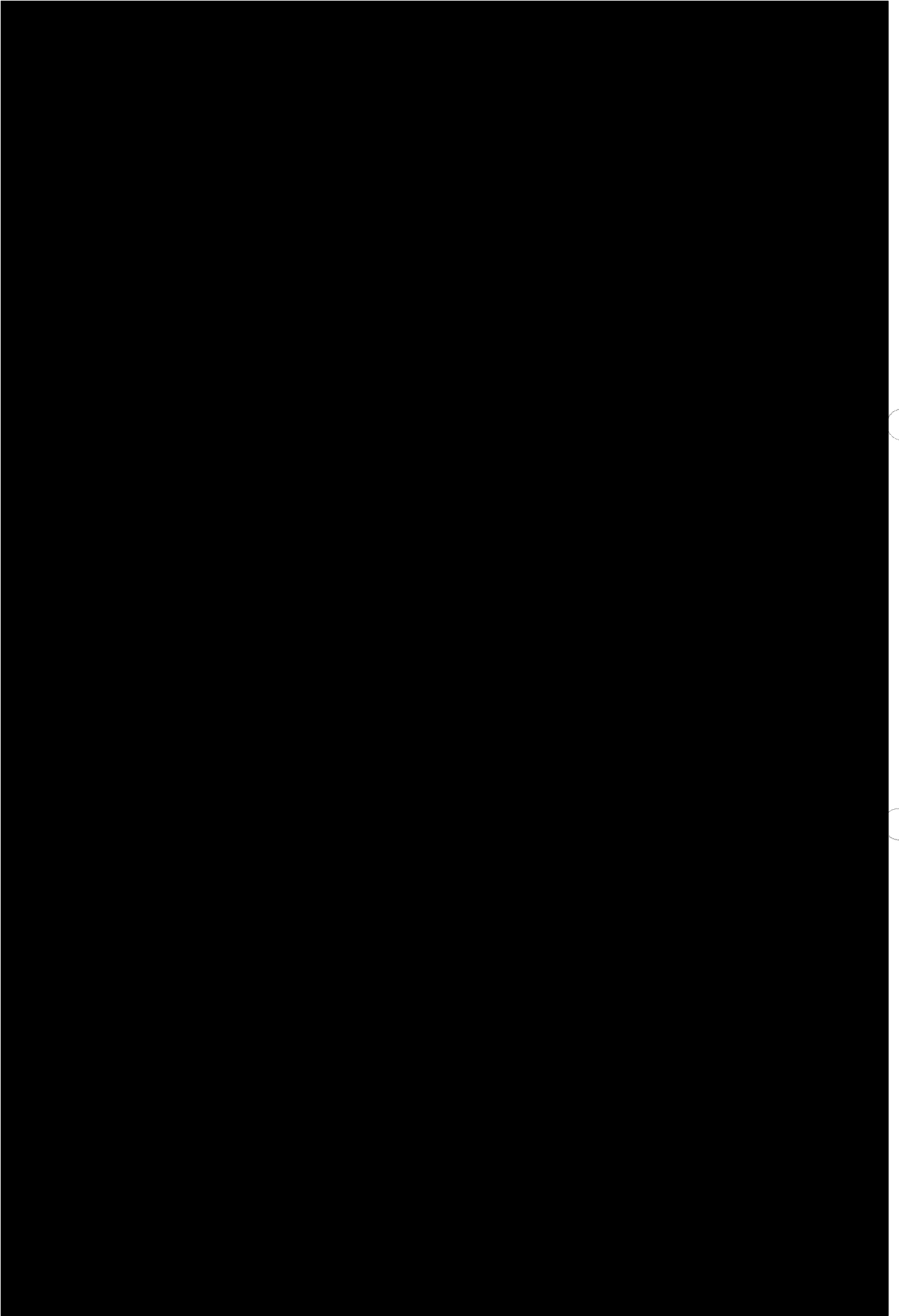


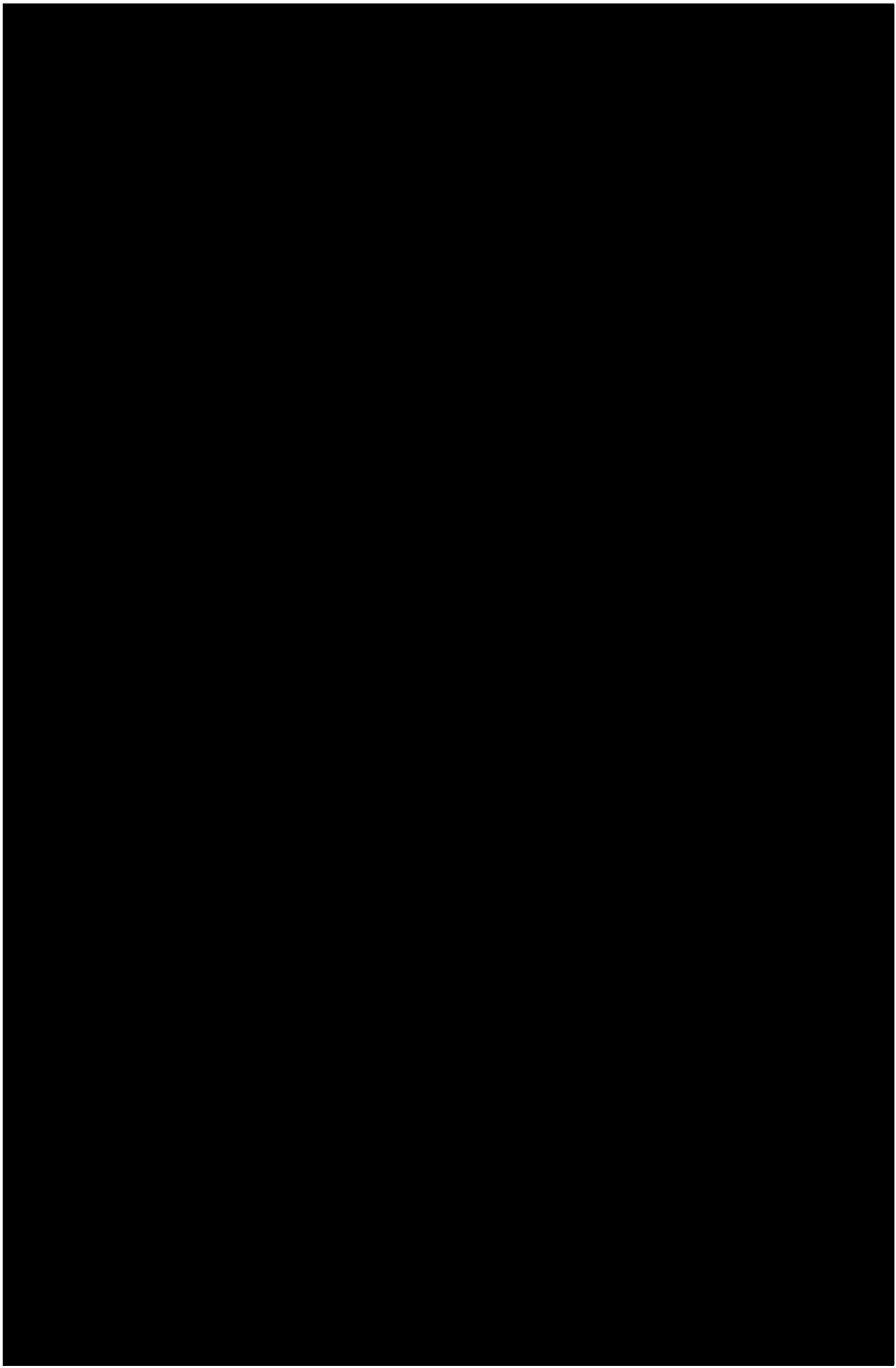


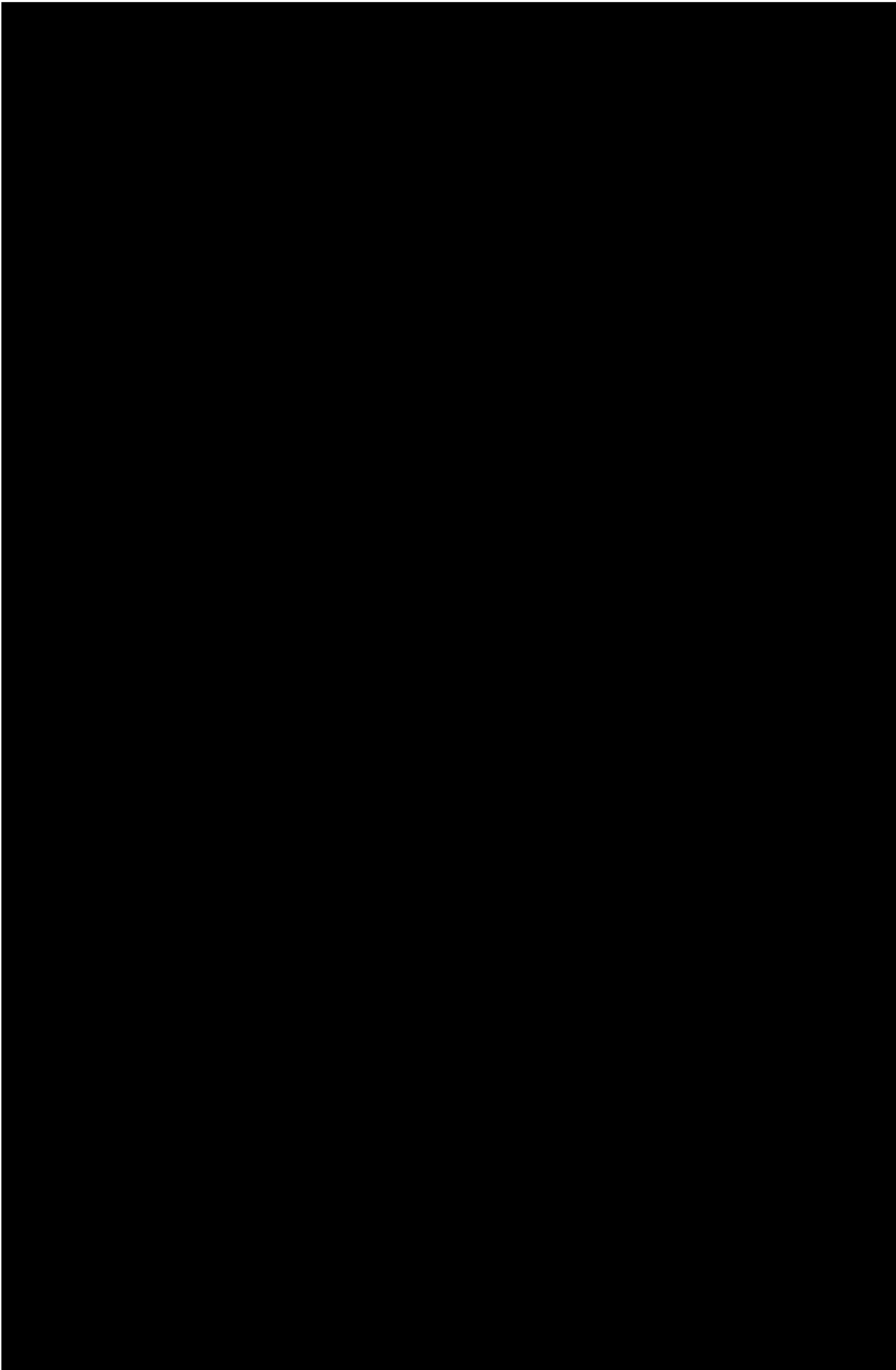


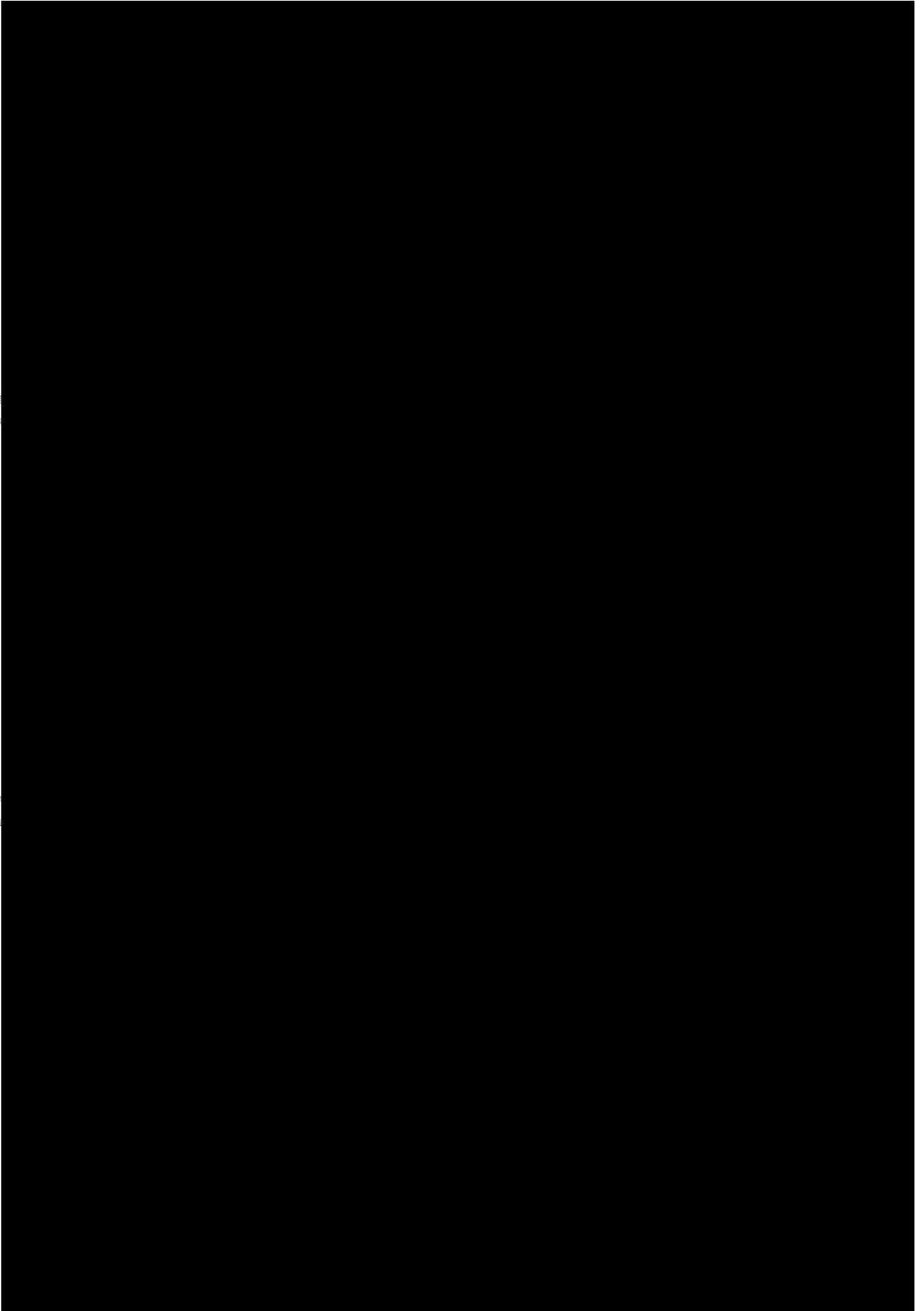


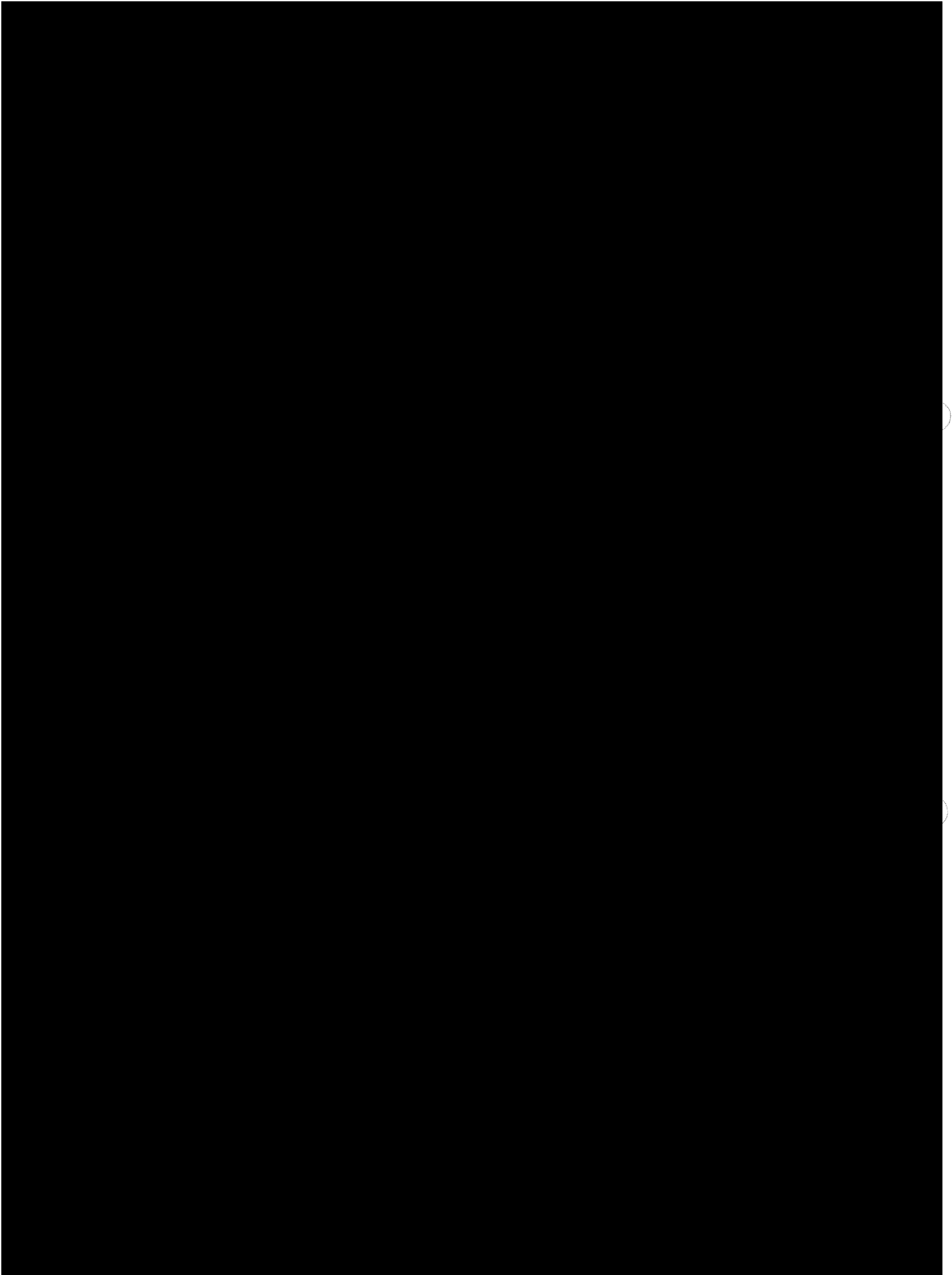


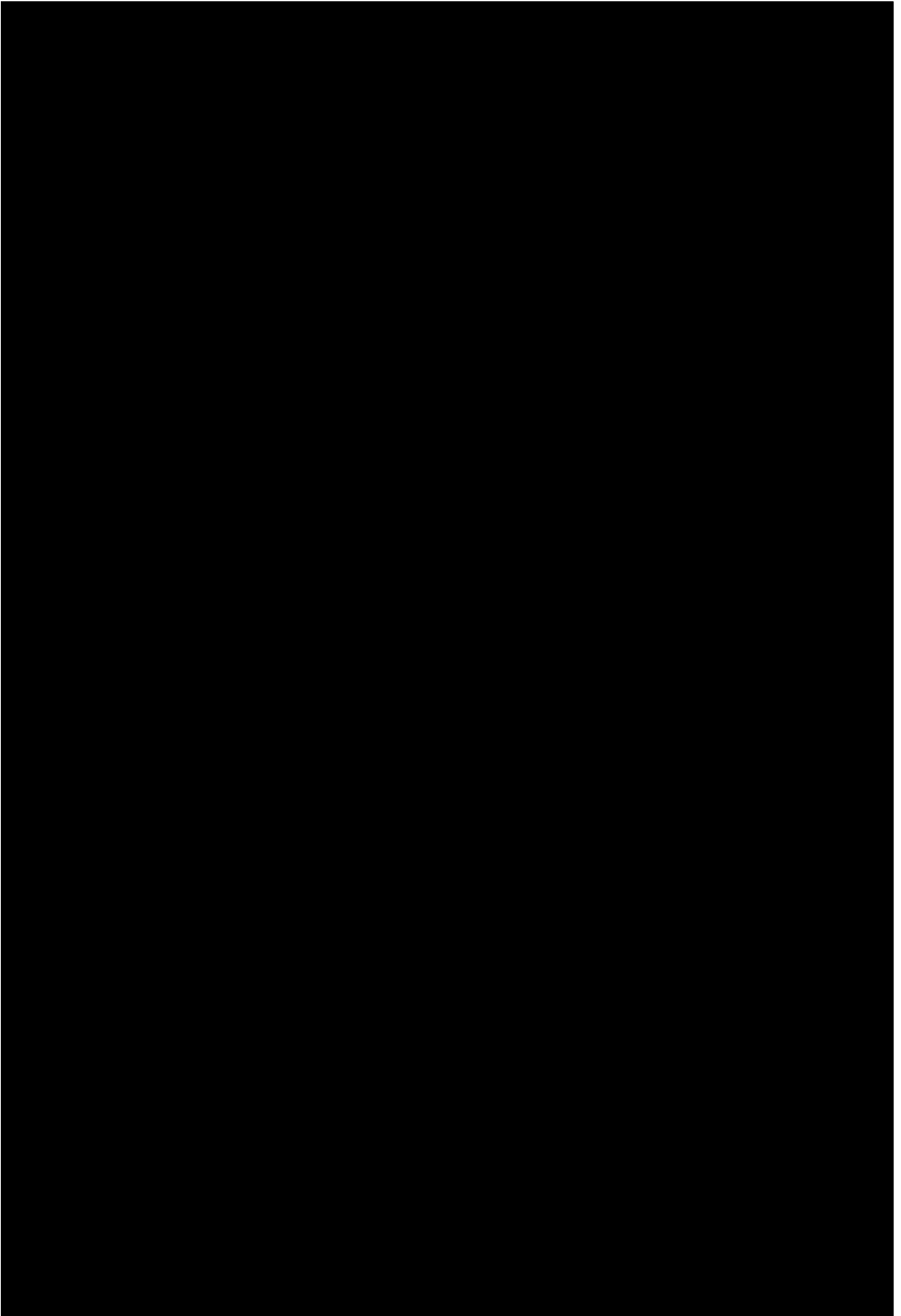












SCHEDULE F7. – COST PLAN

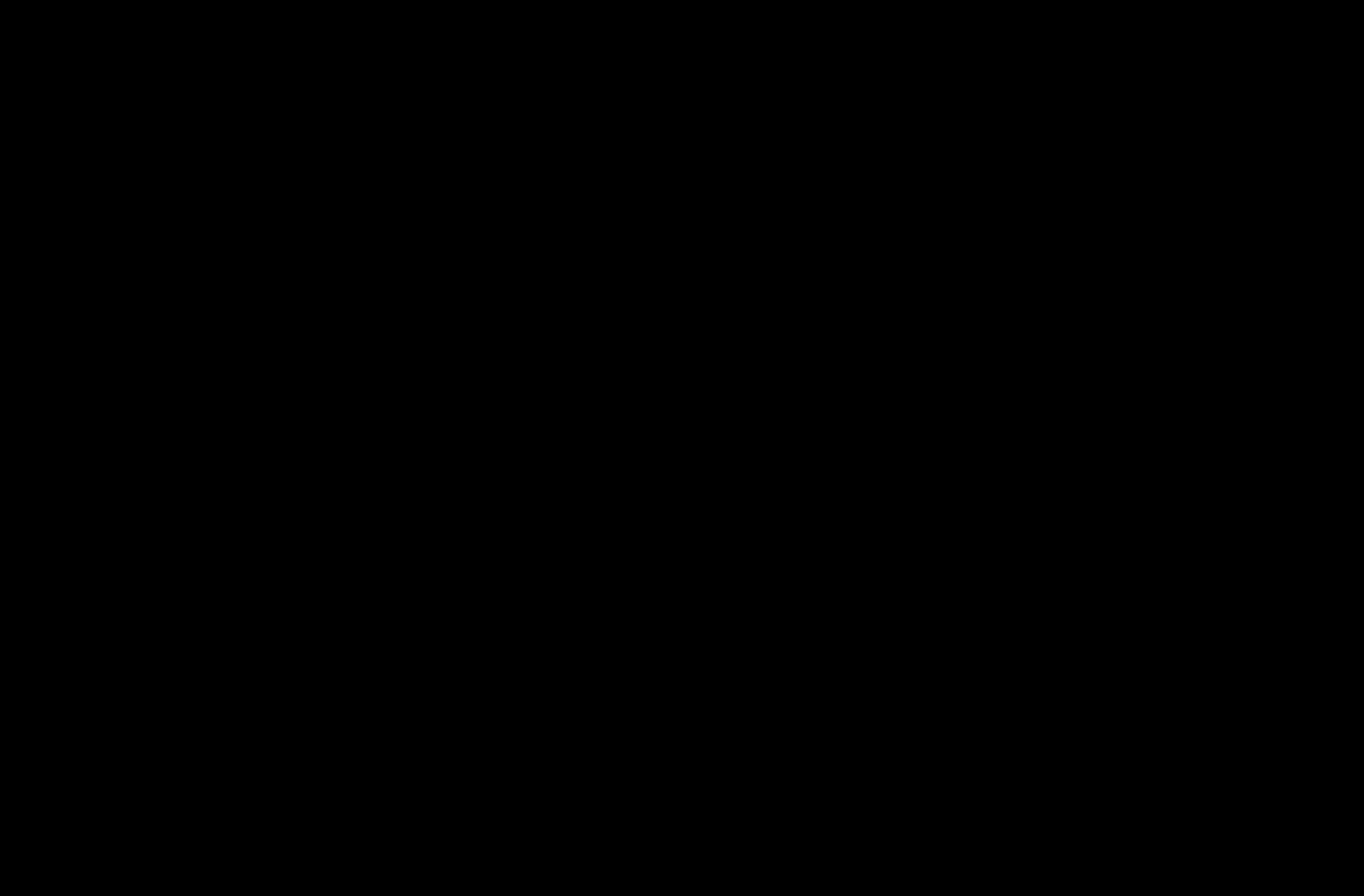
(Clauses 1.1 and 9.18(c))

Part 1 – Cost Plan Requirements

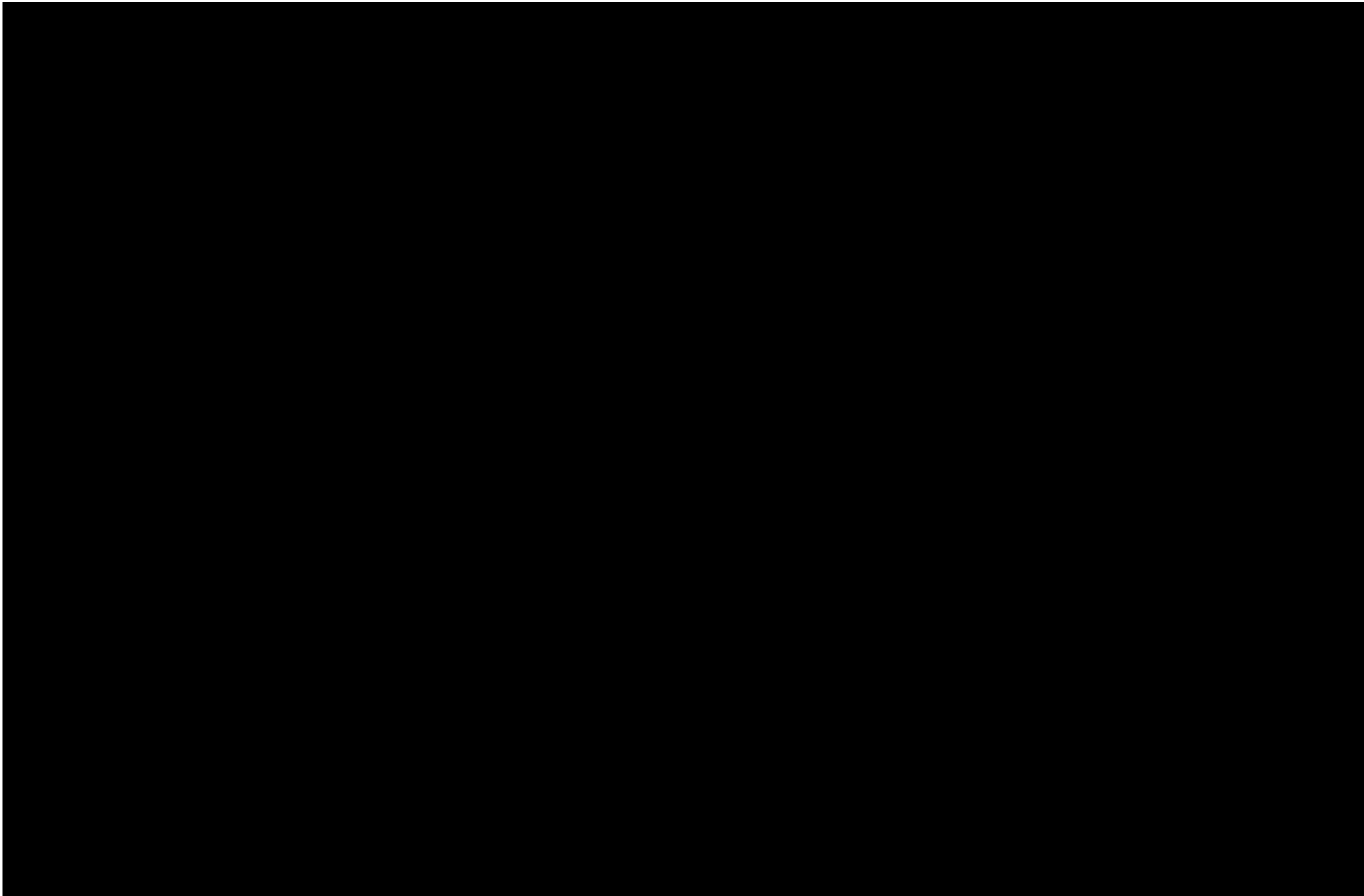
The Cost Plan must:

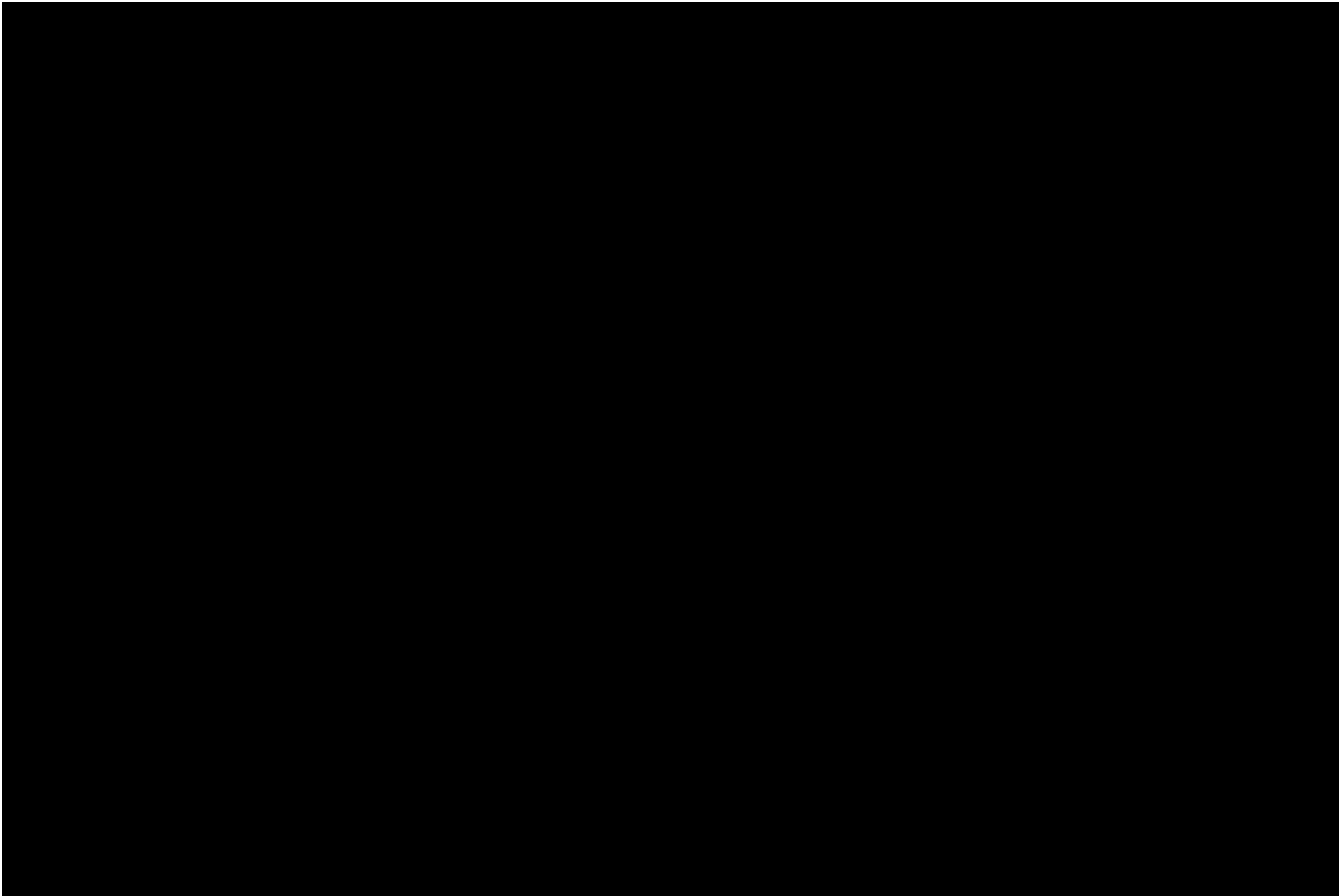
- (a) be developed using a Microsoft Excel spreadsheet, or other format as approved by the Principal's Representative;
- (b) provide the initial and current approved Target Cost by cost breakdown structure (at a summary and detailed level) which is aligned to the work breakdown structure used in the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

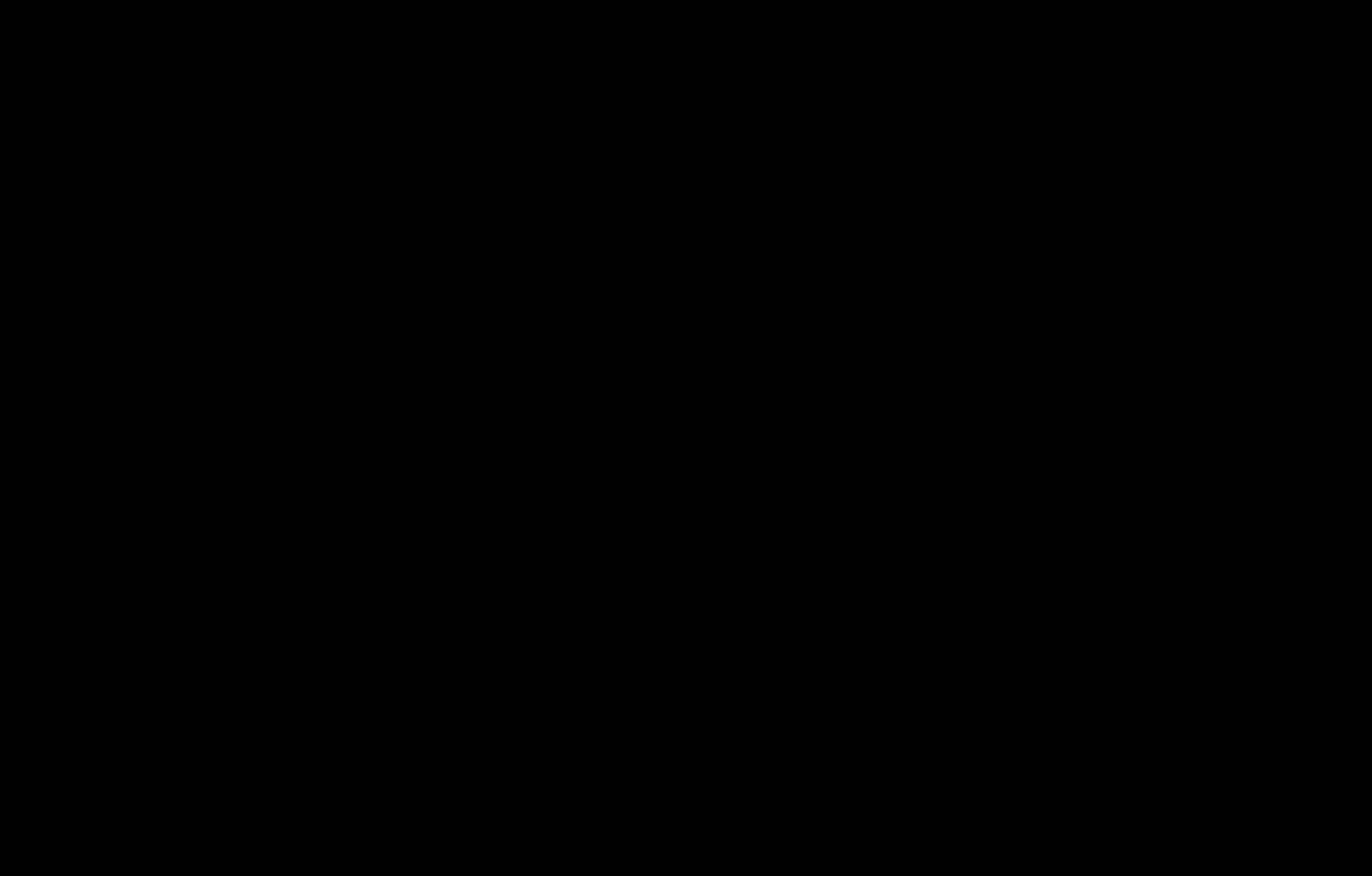
Part 2 – Initial Cost Plan

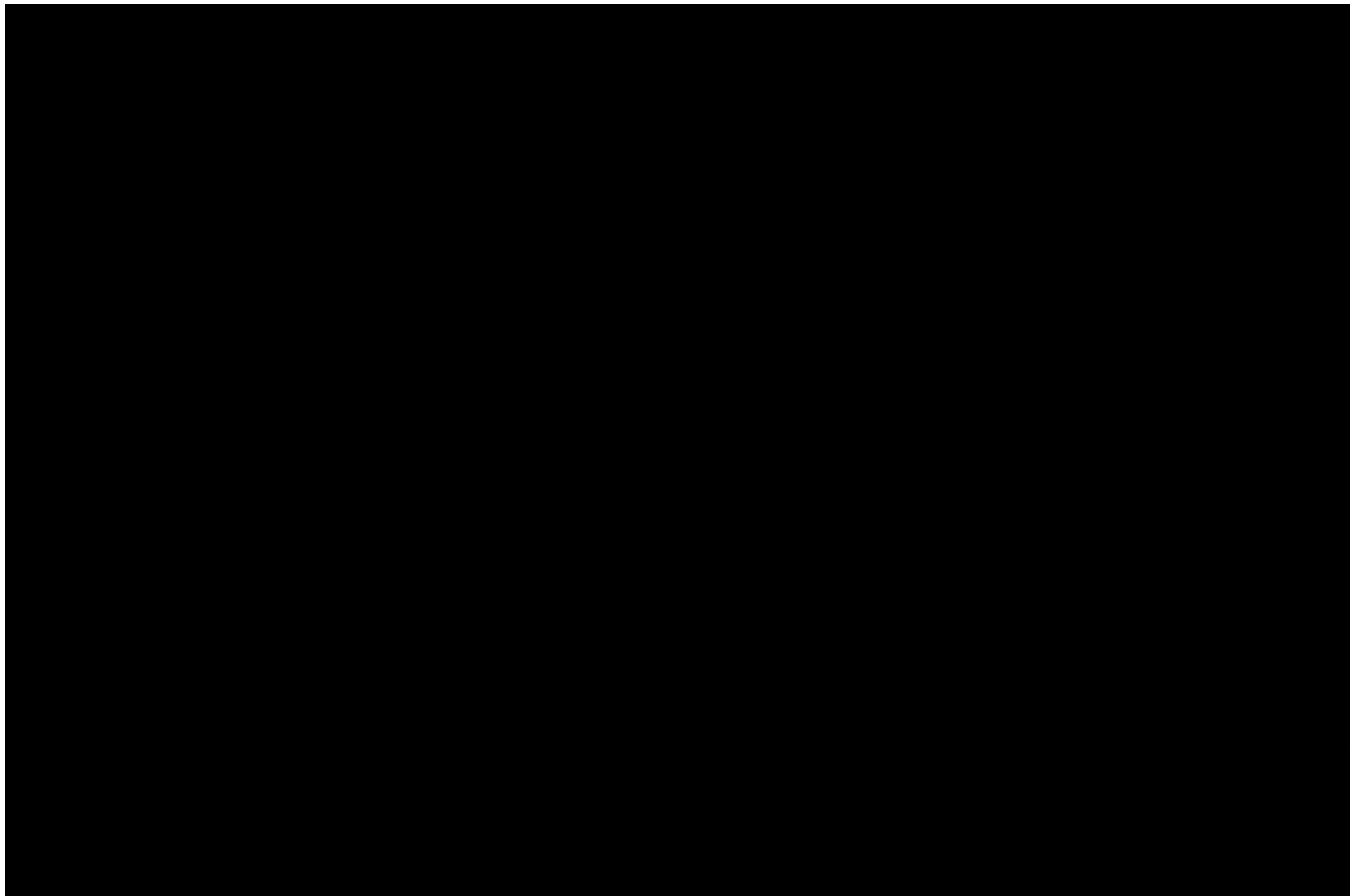


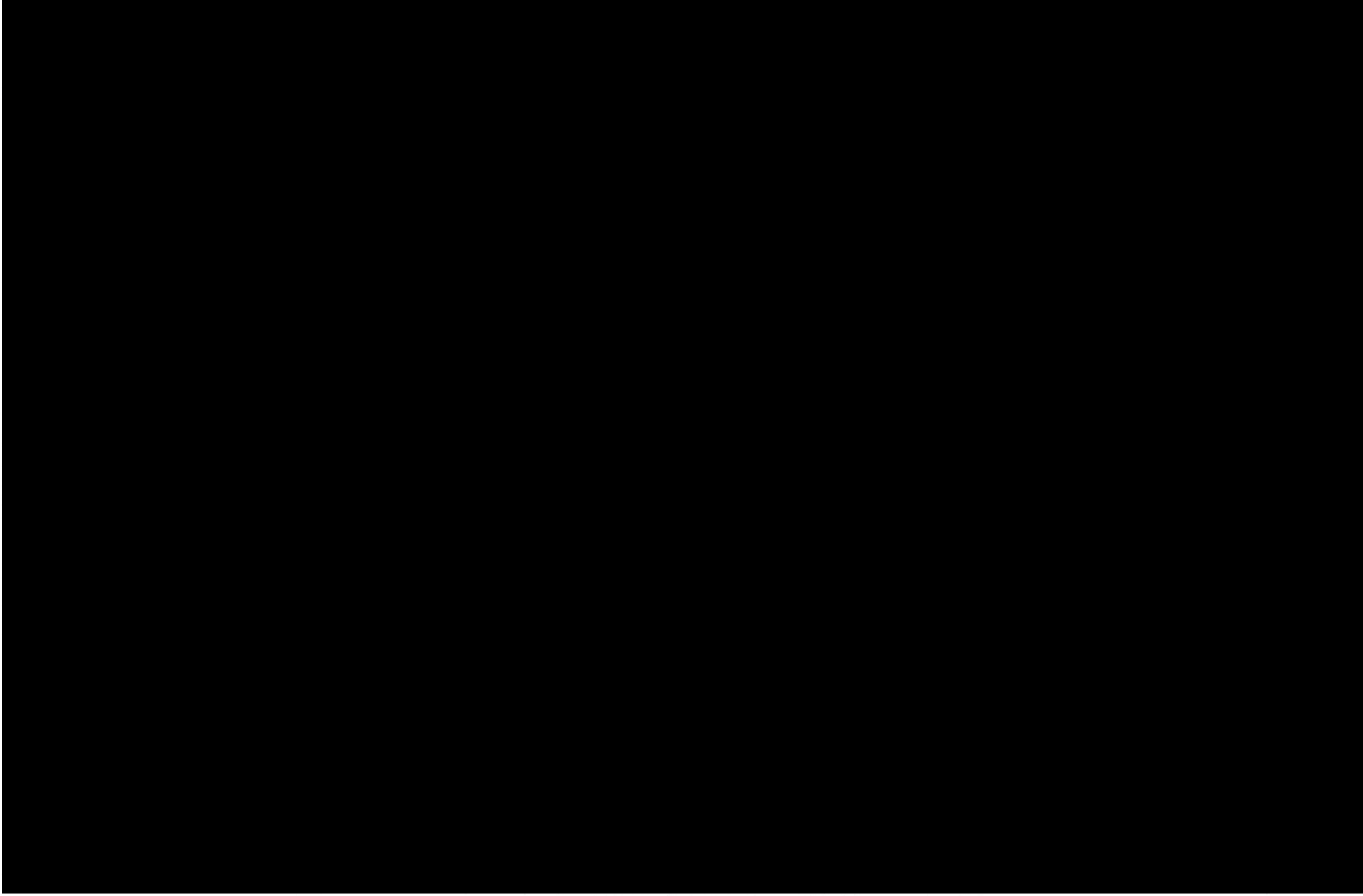




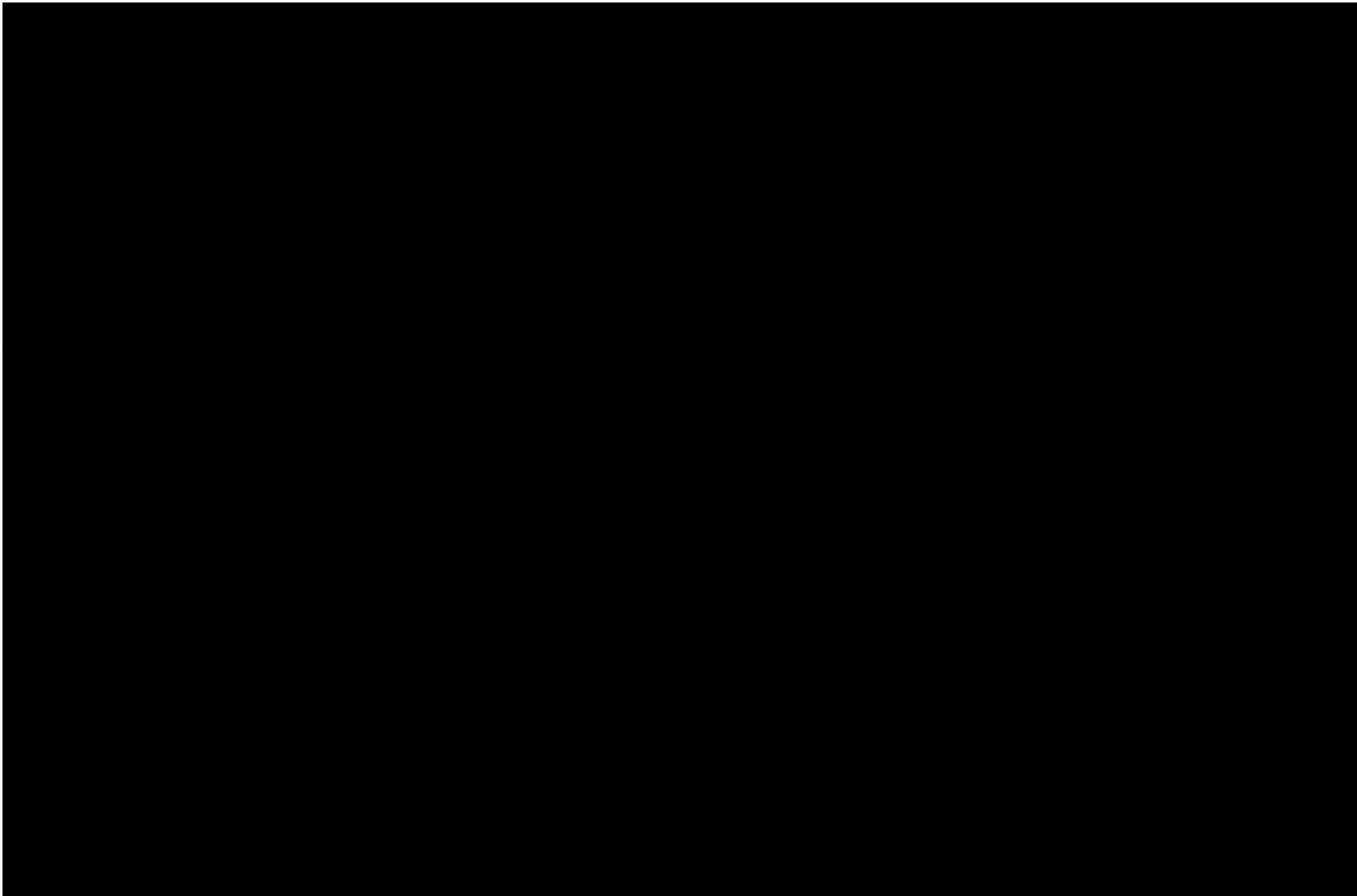




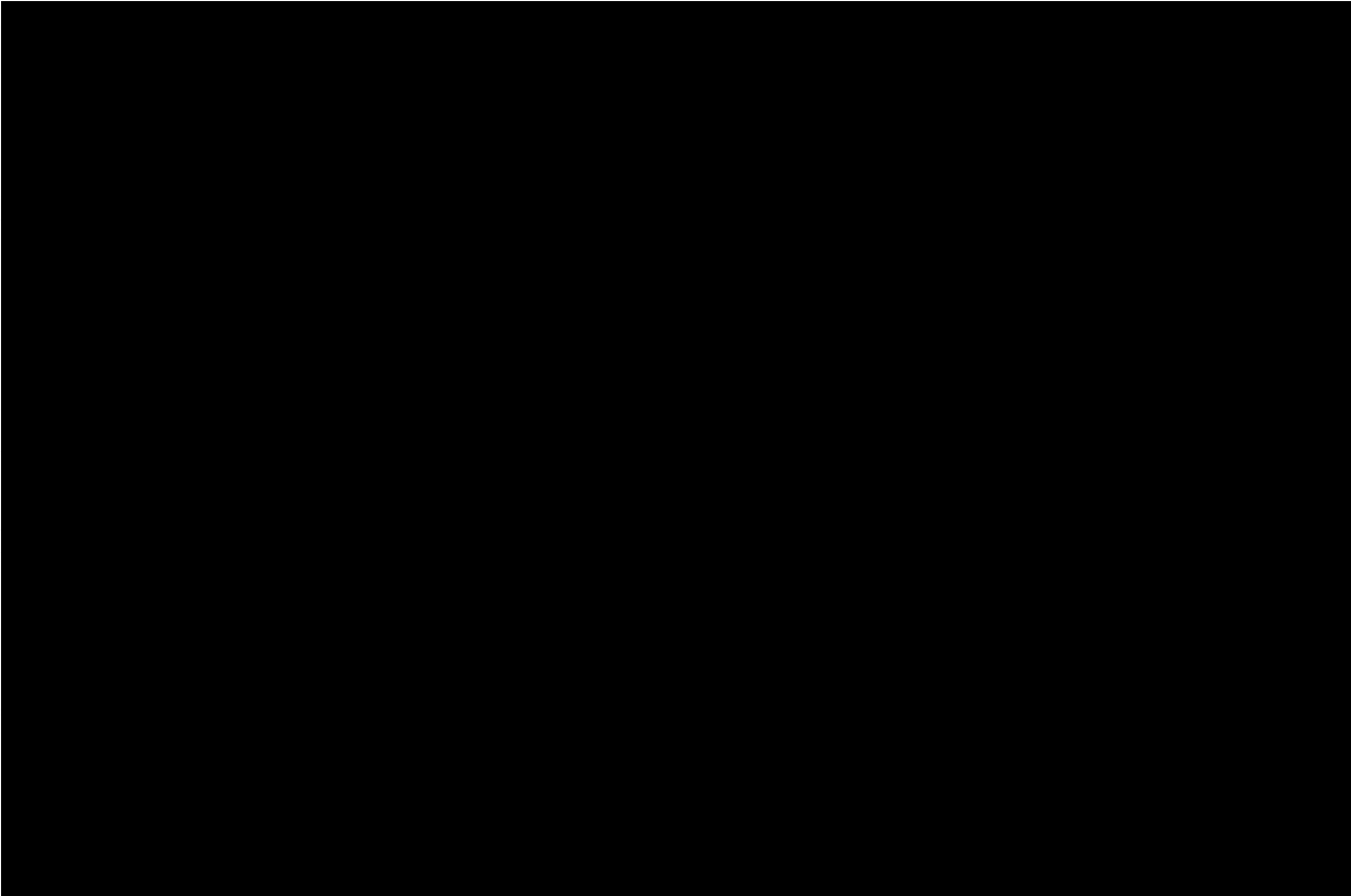




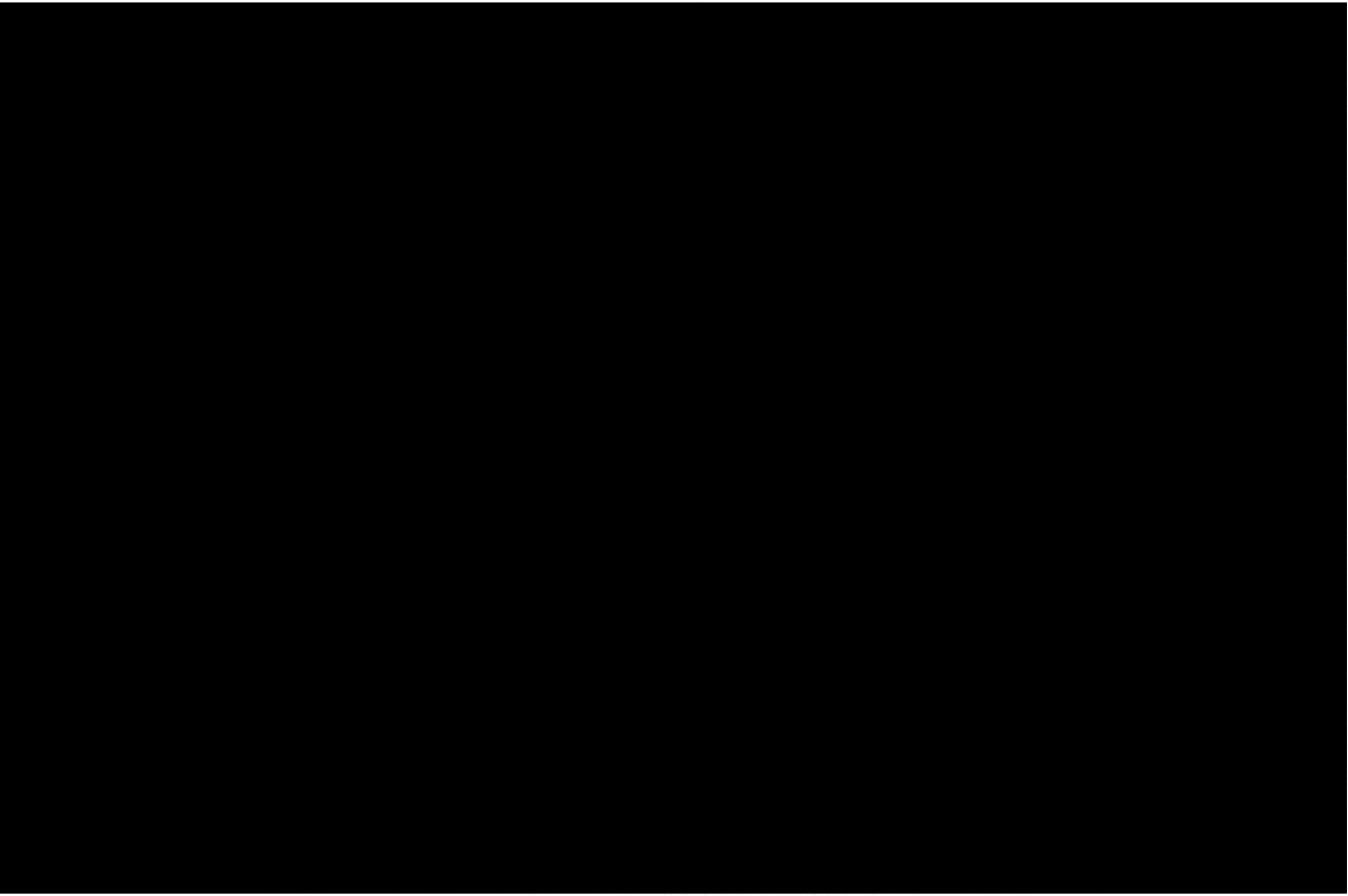




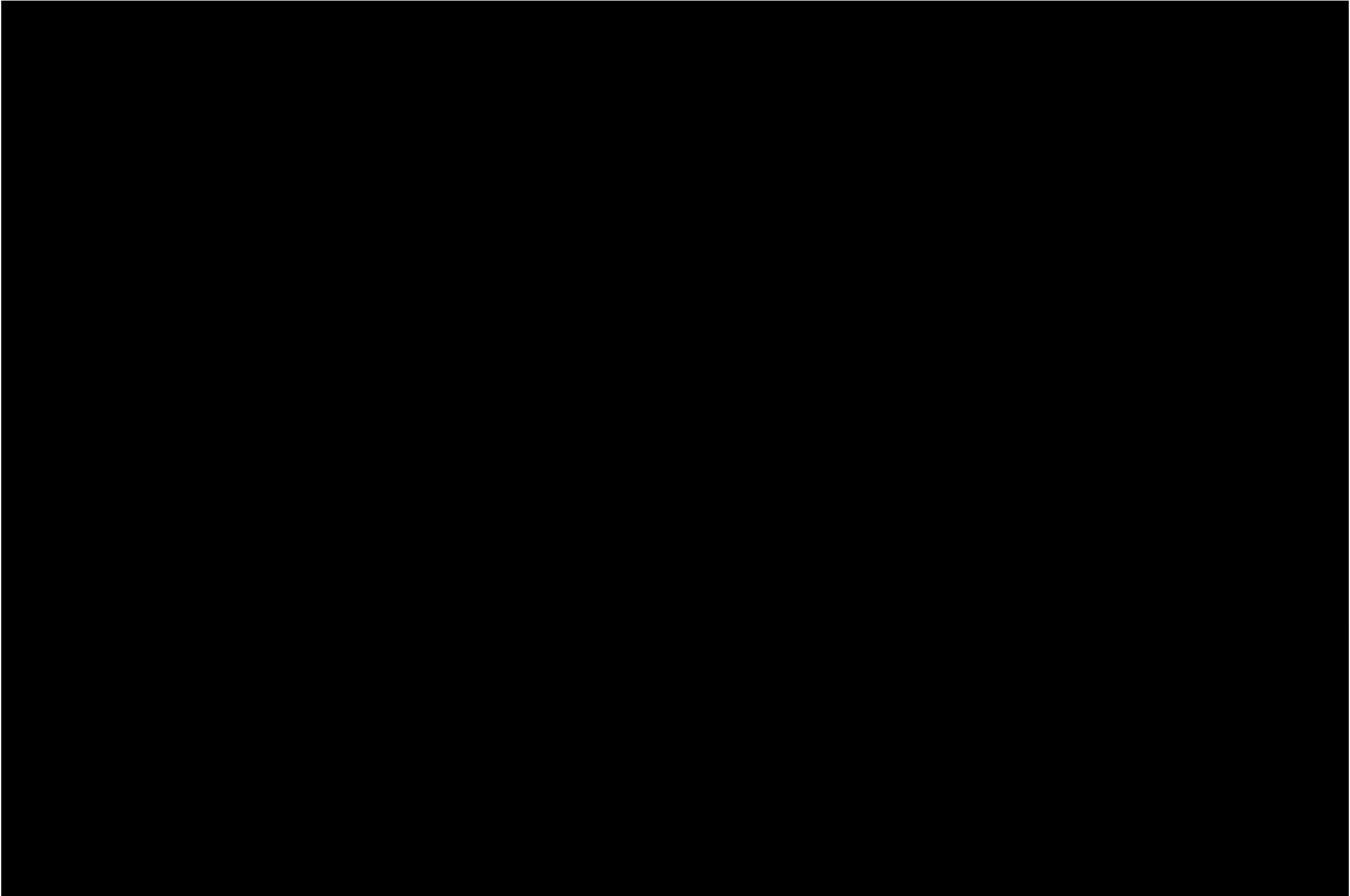


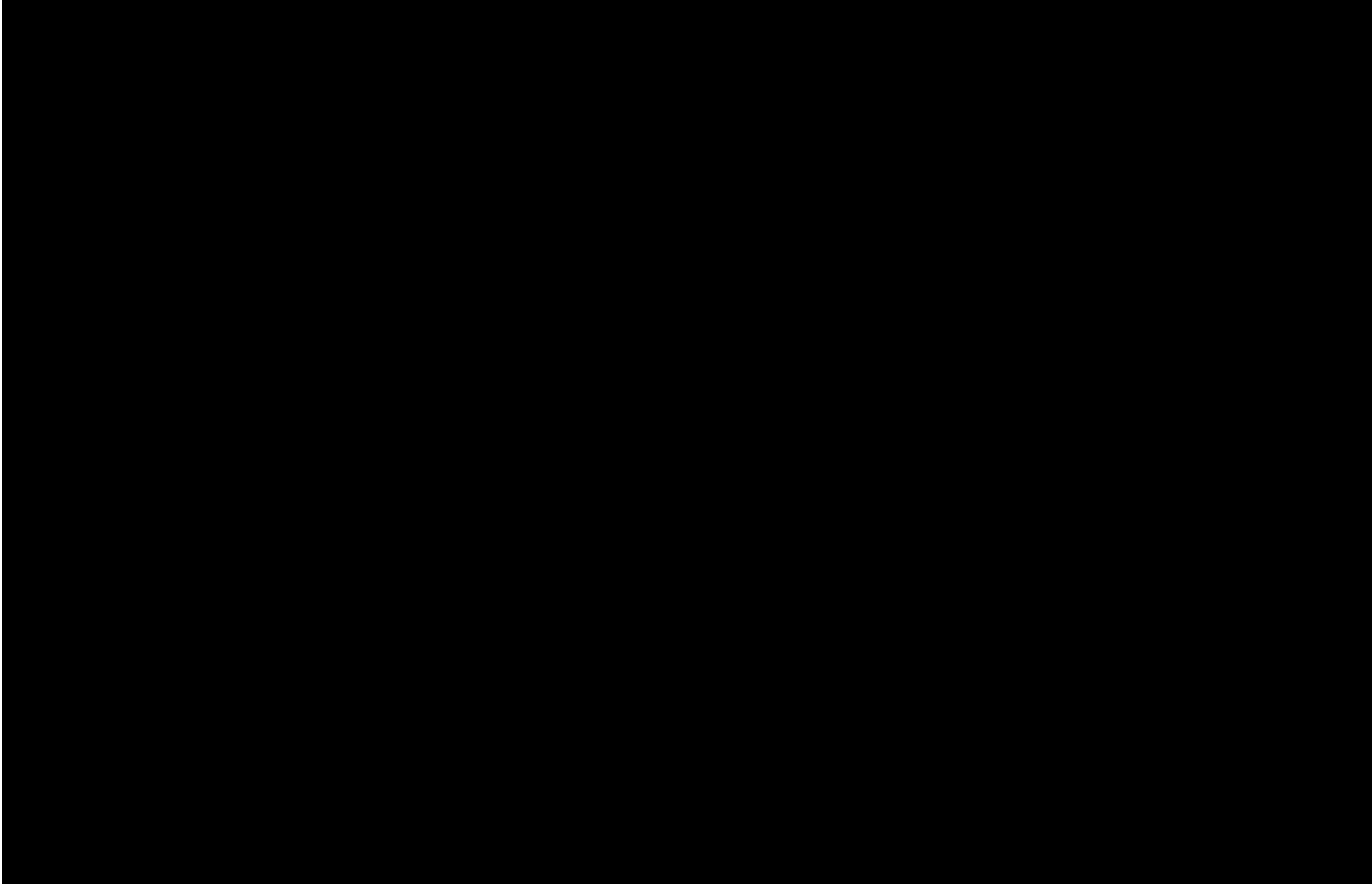


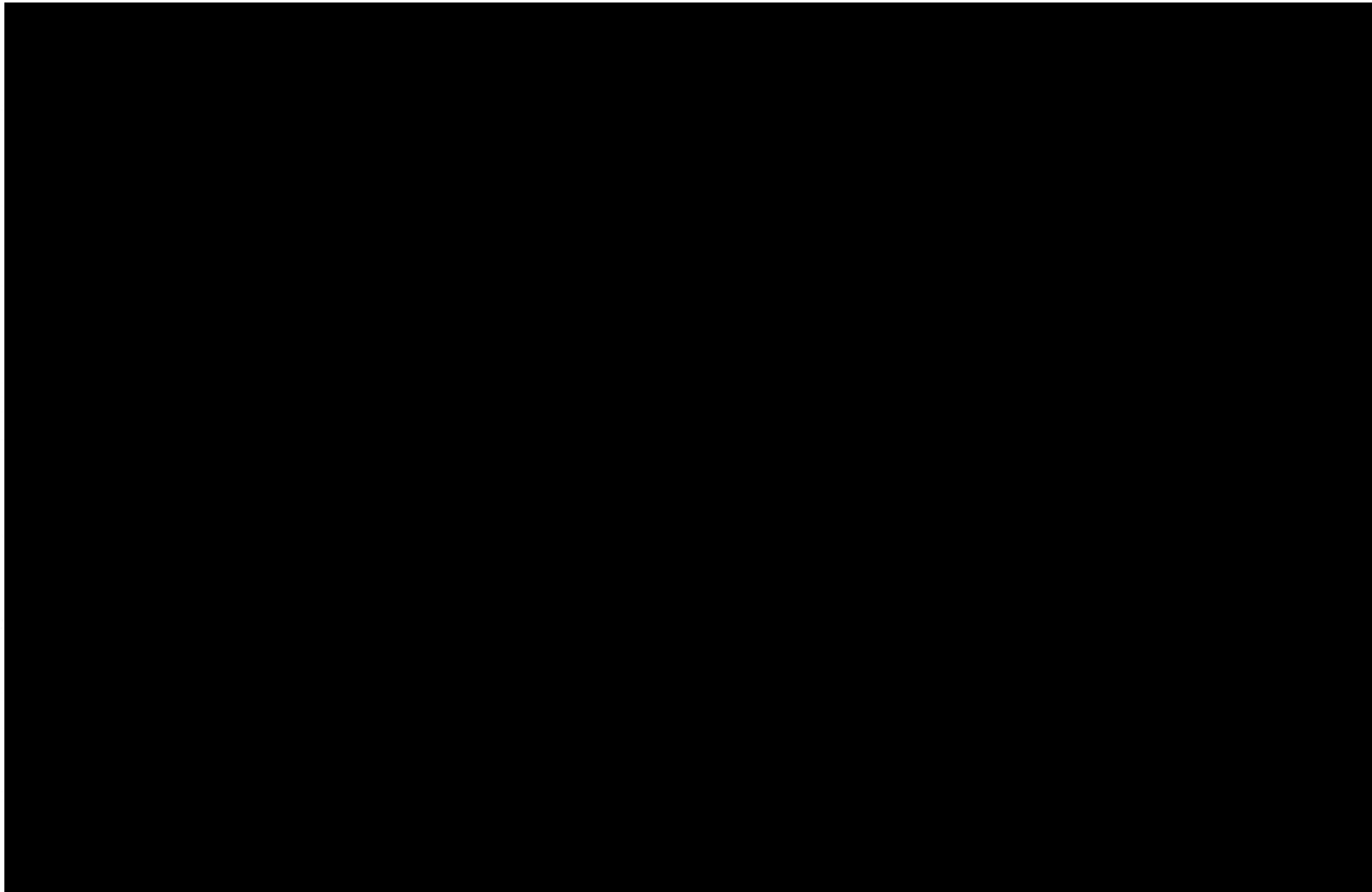




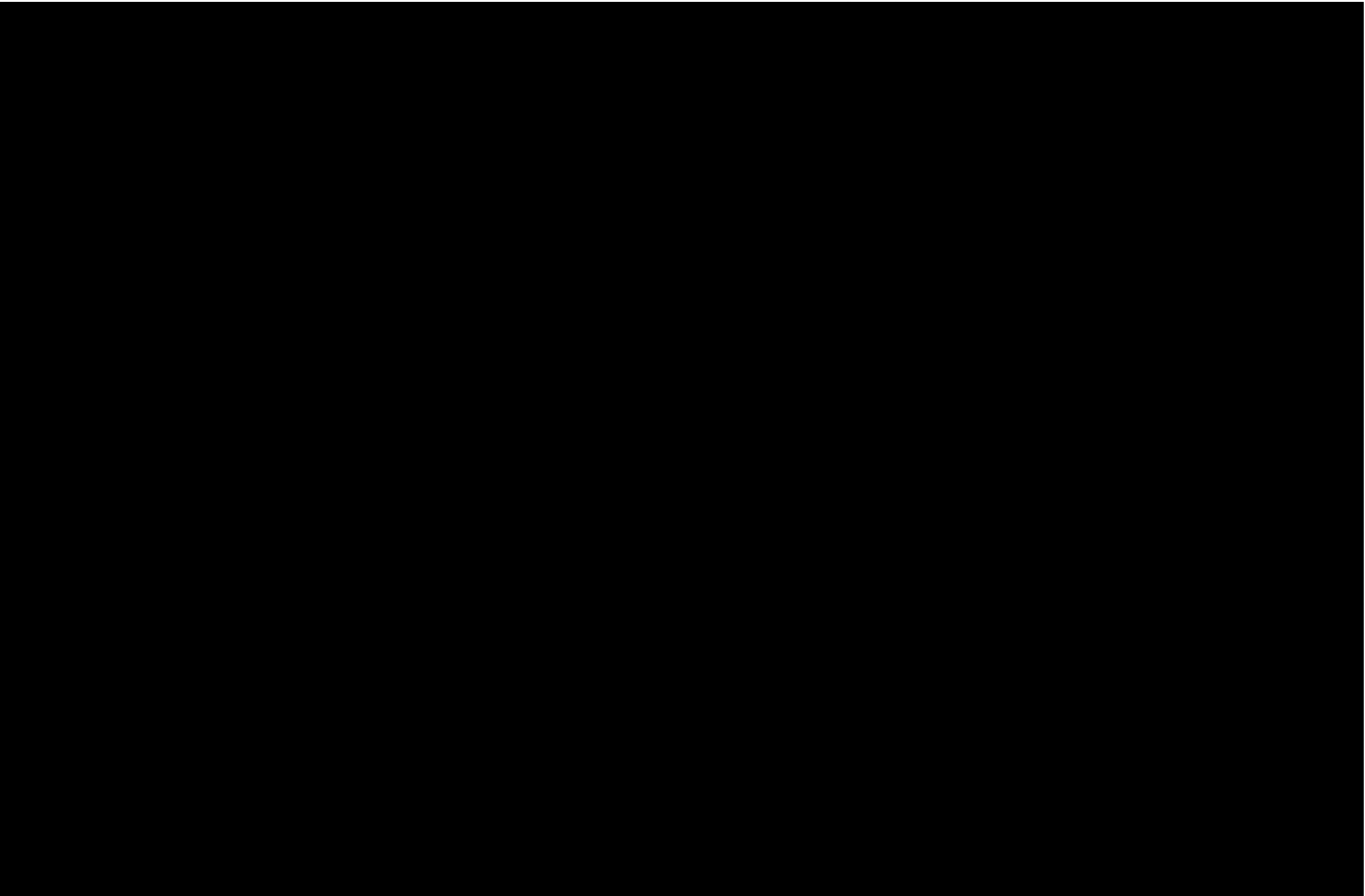




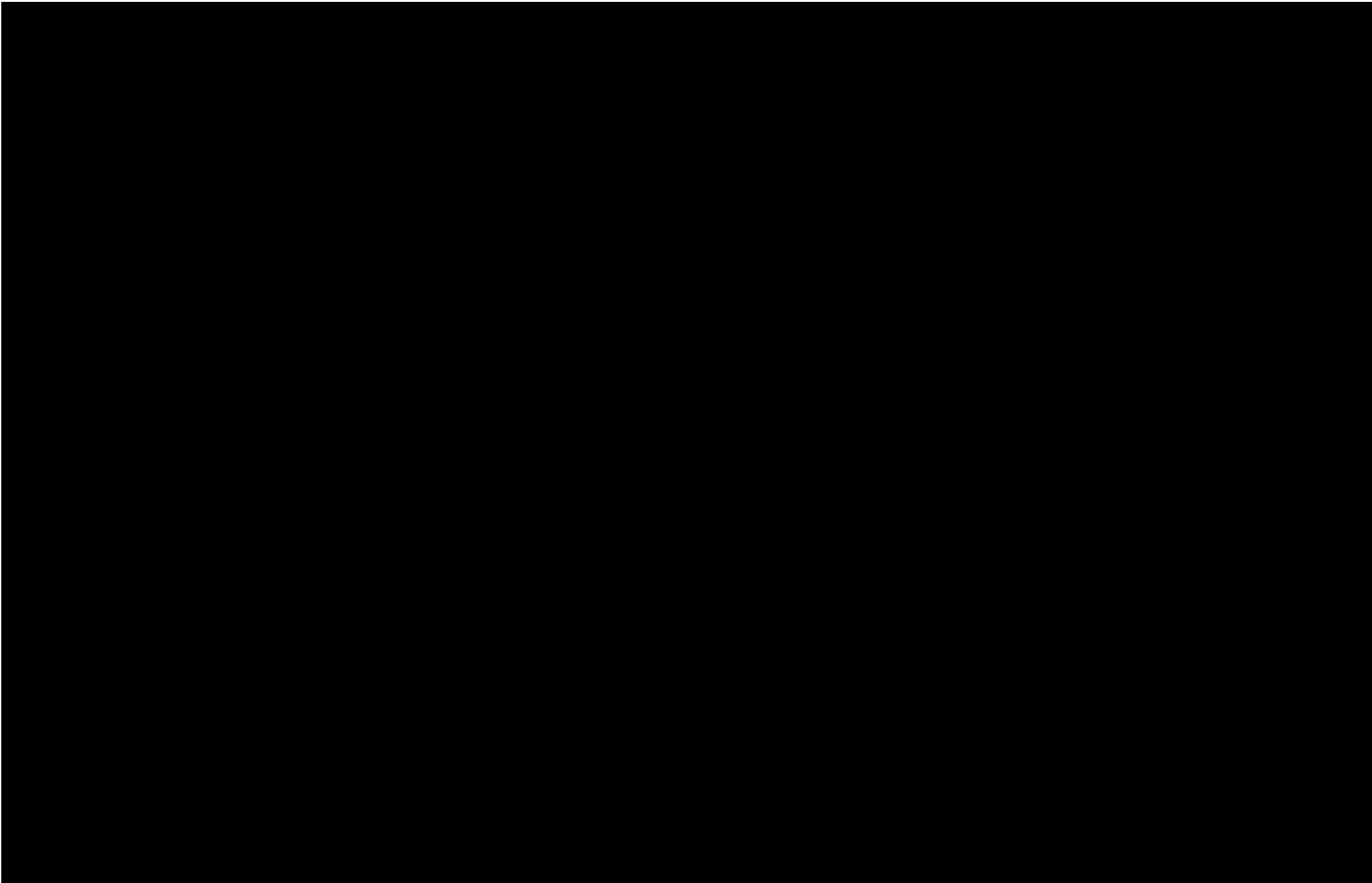


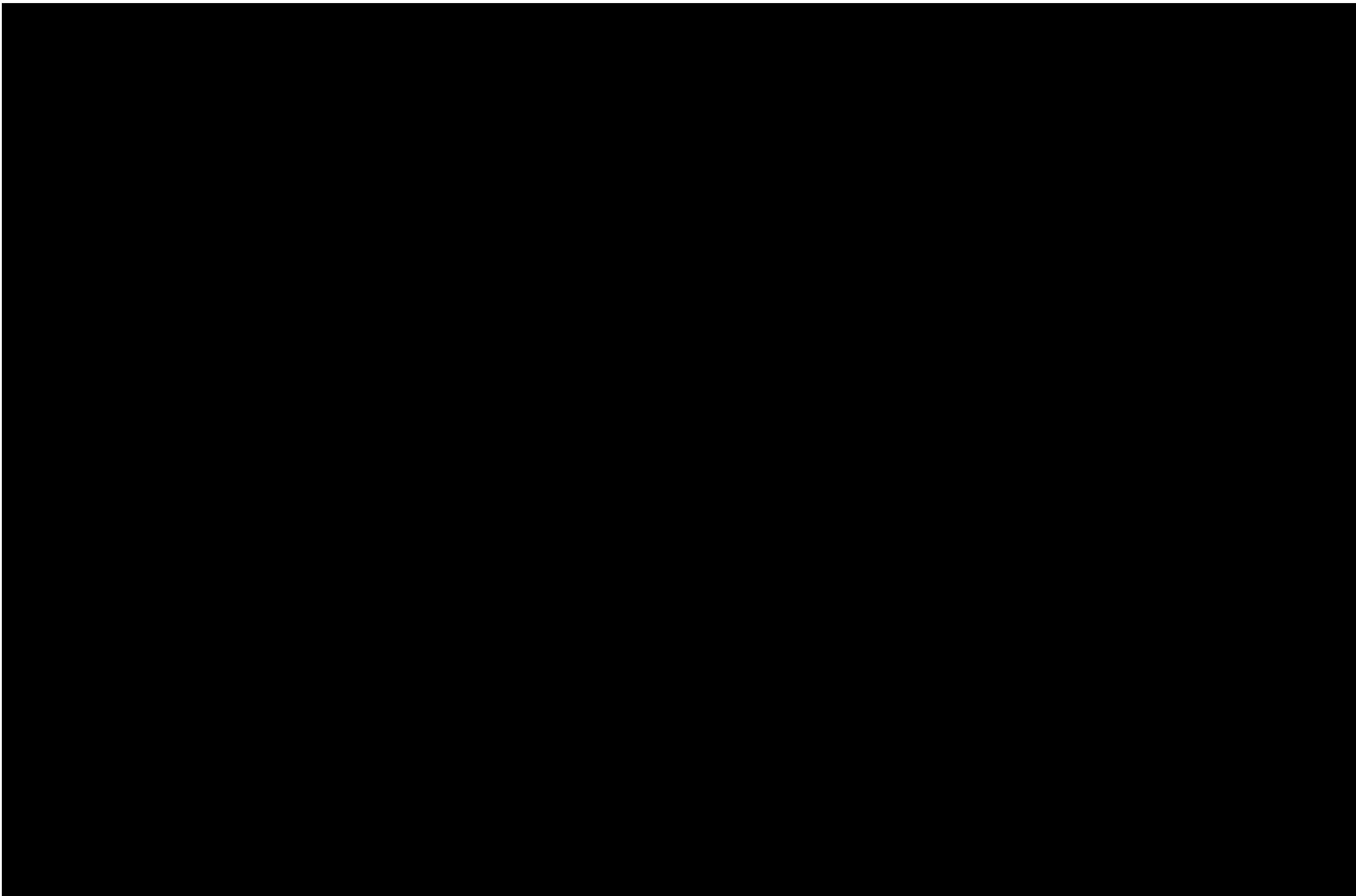


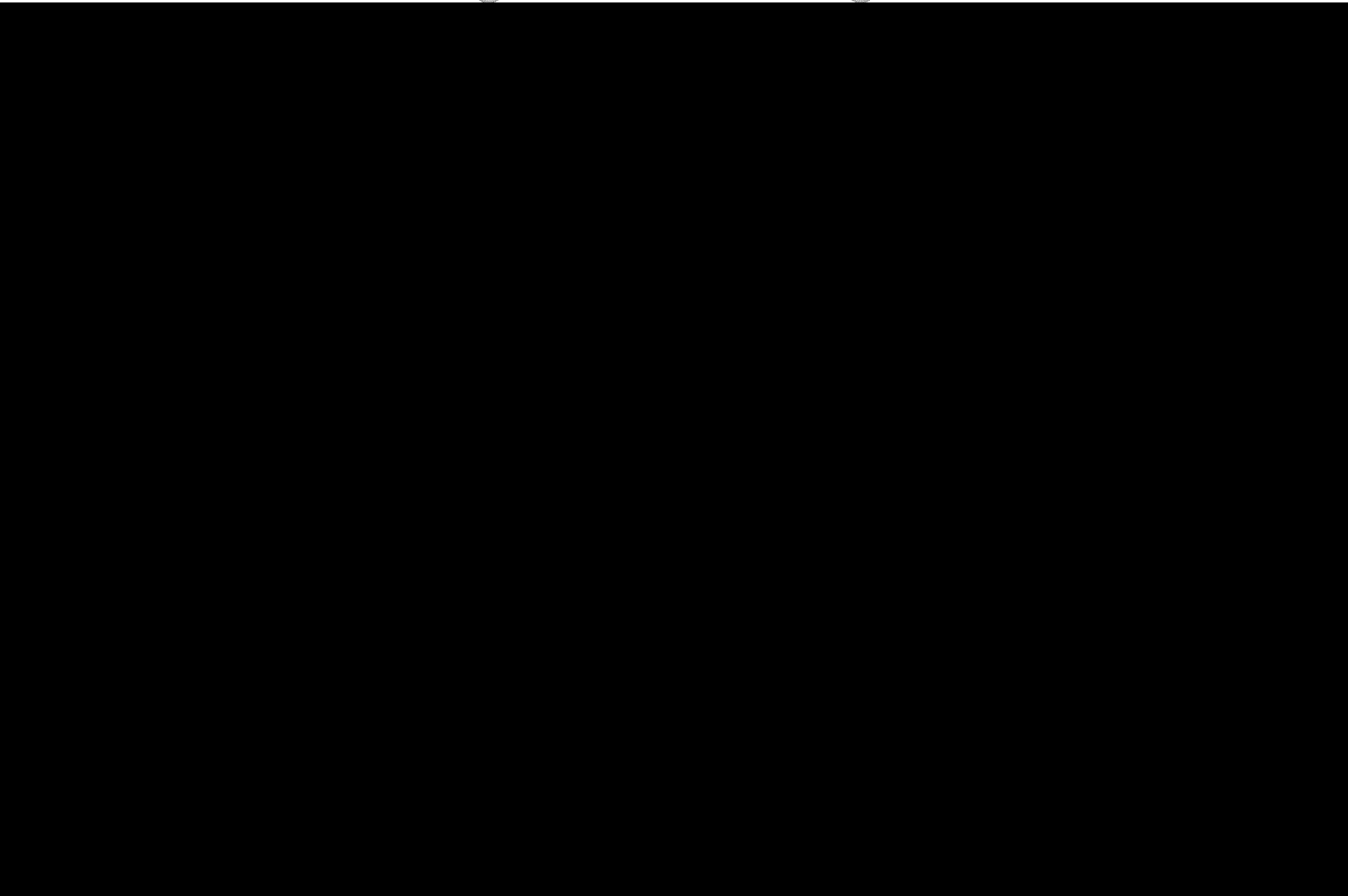


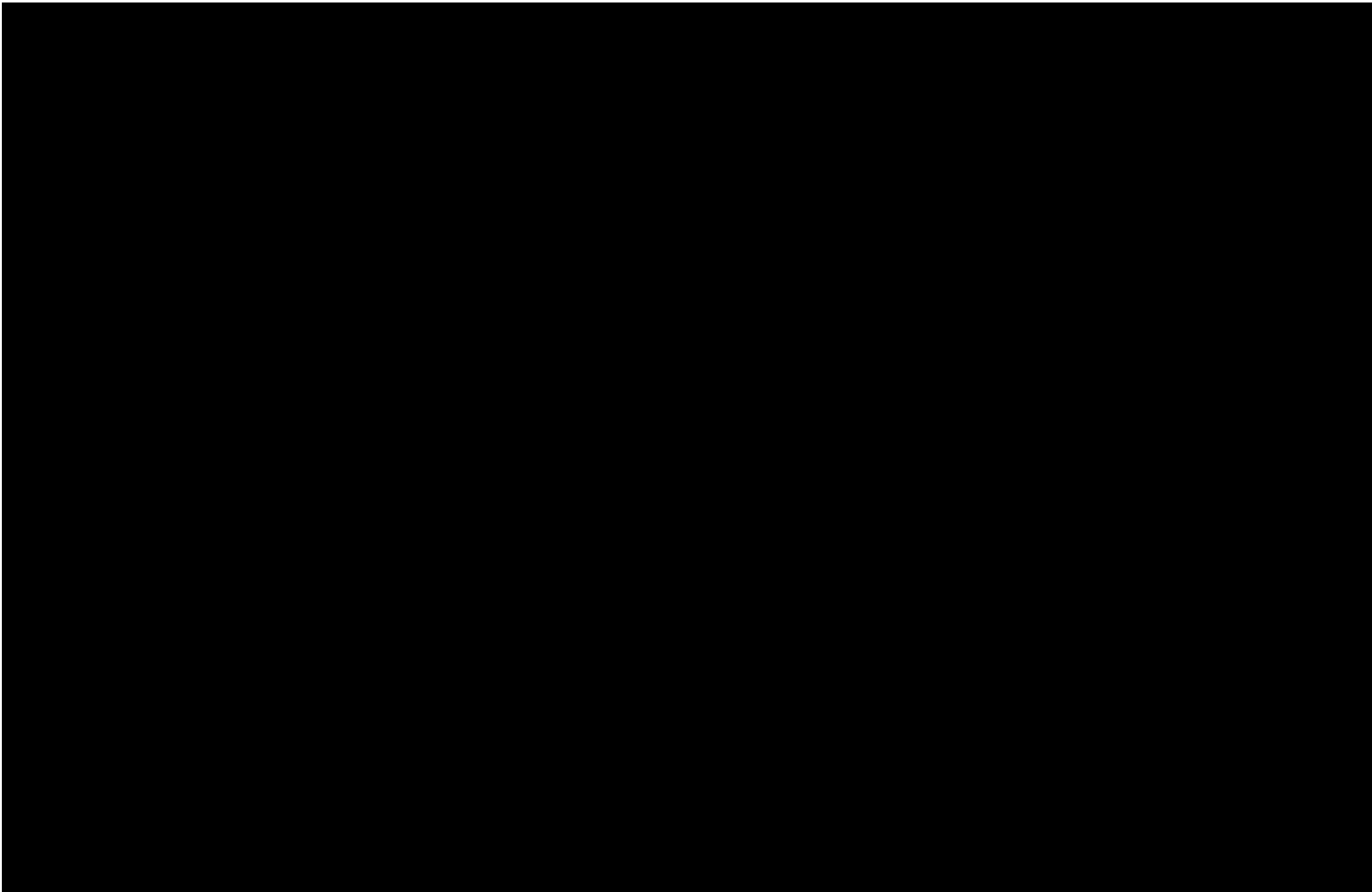


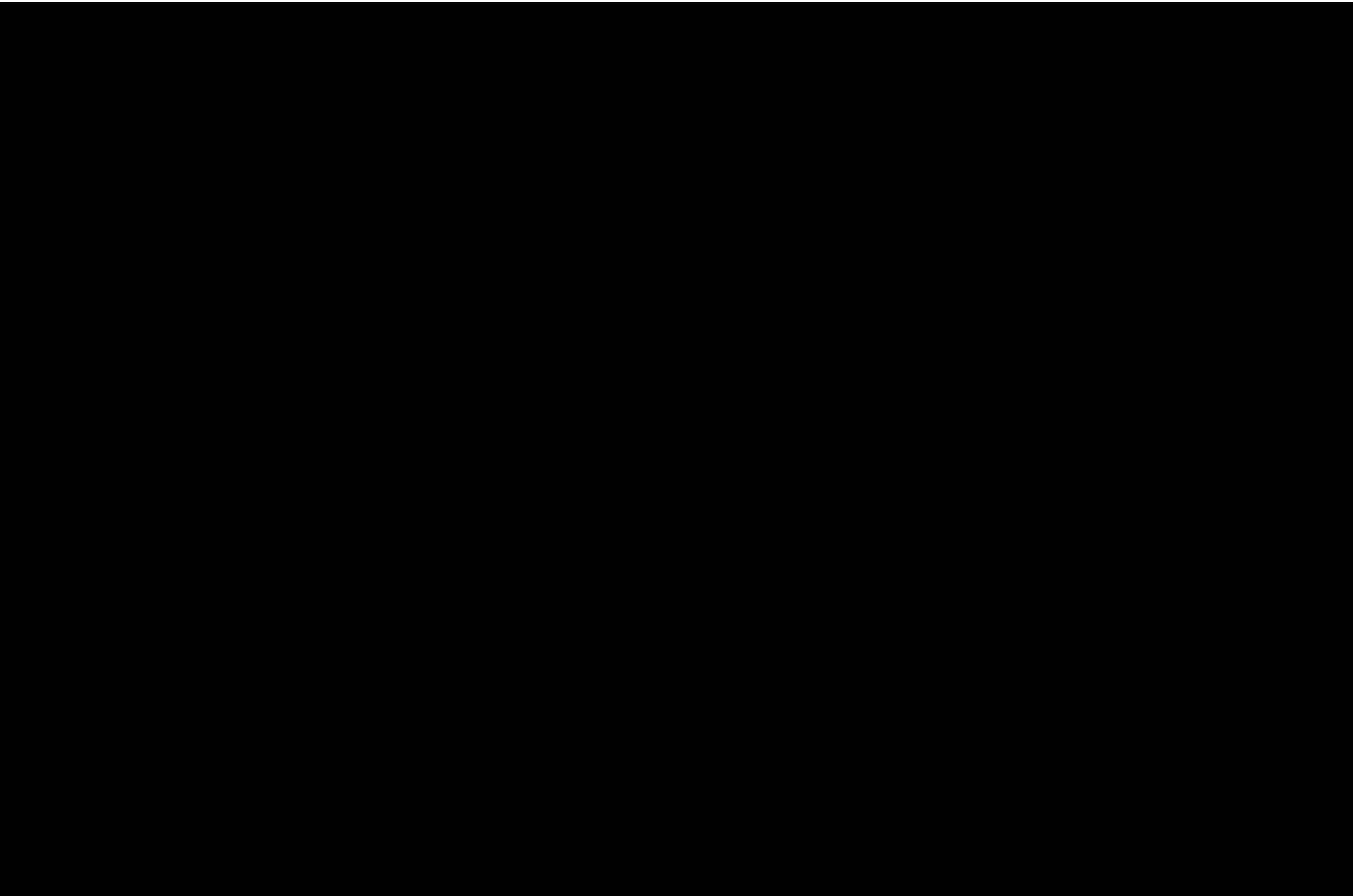


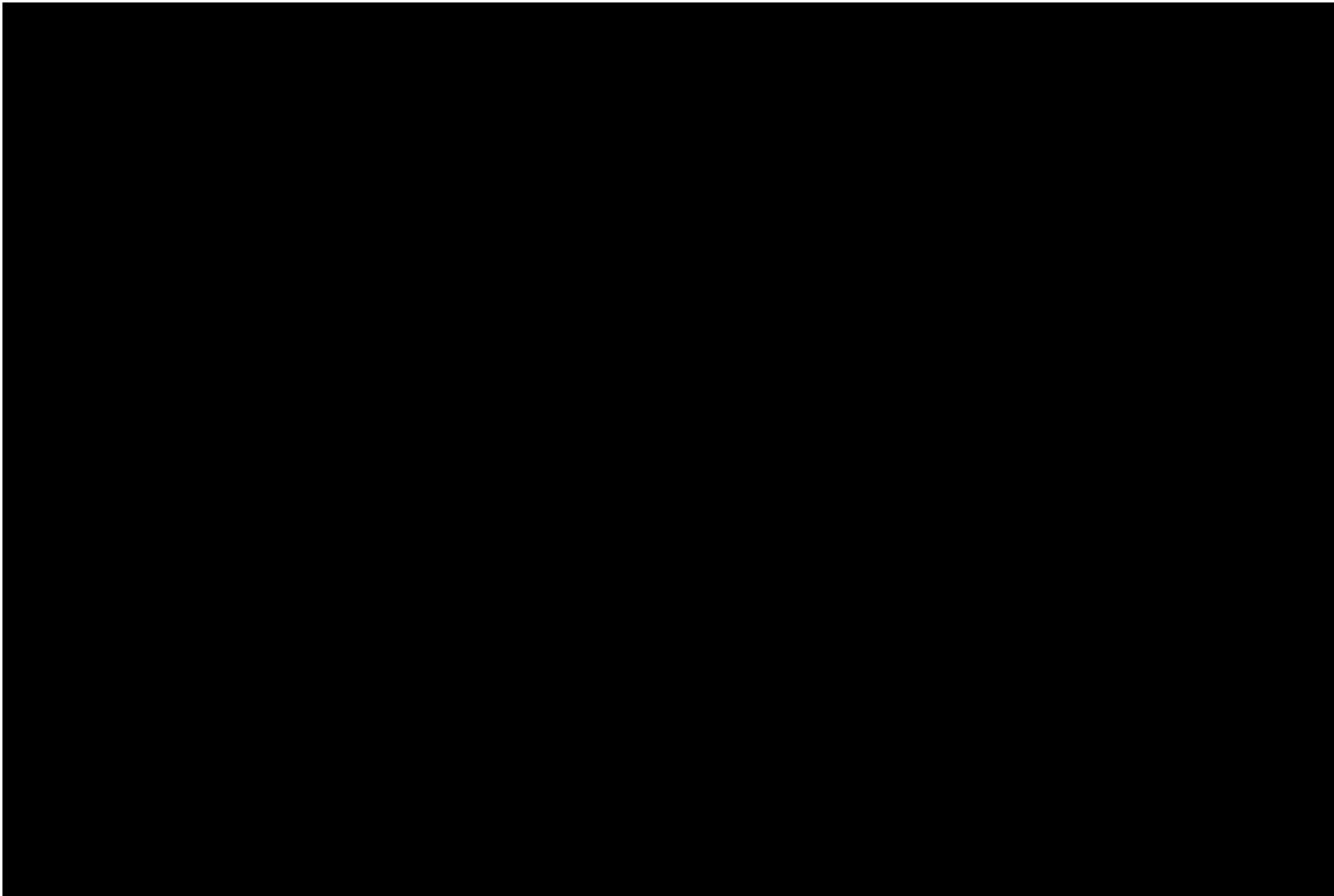


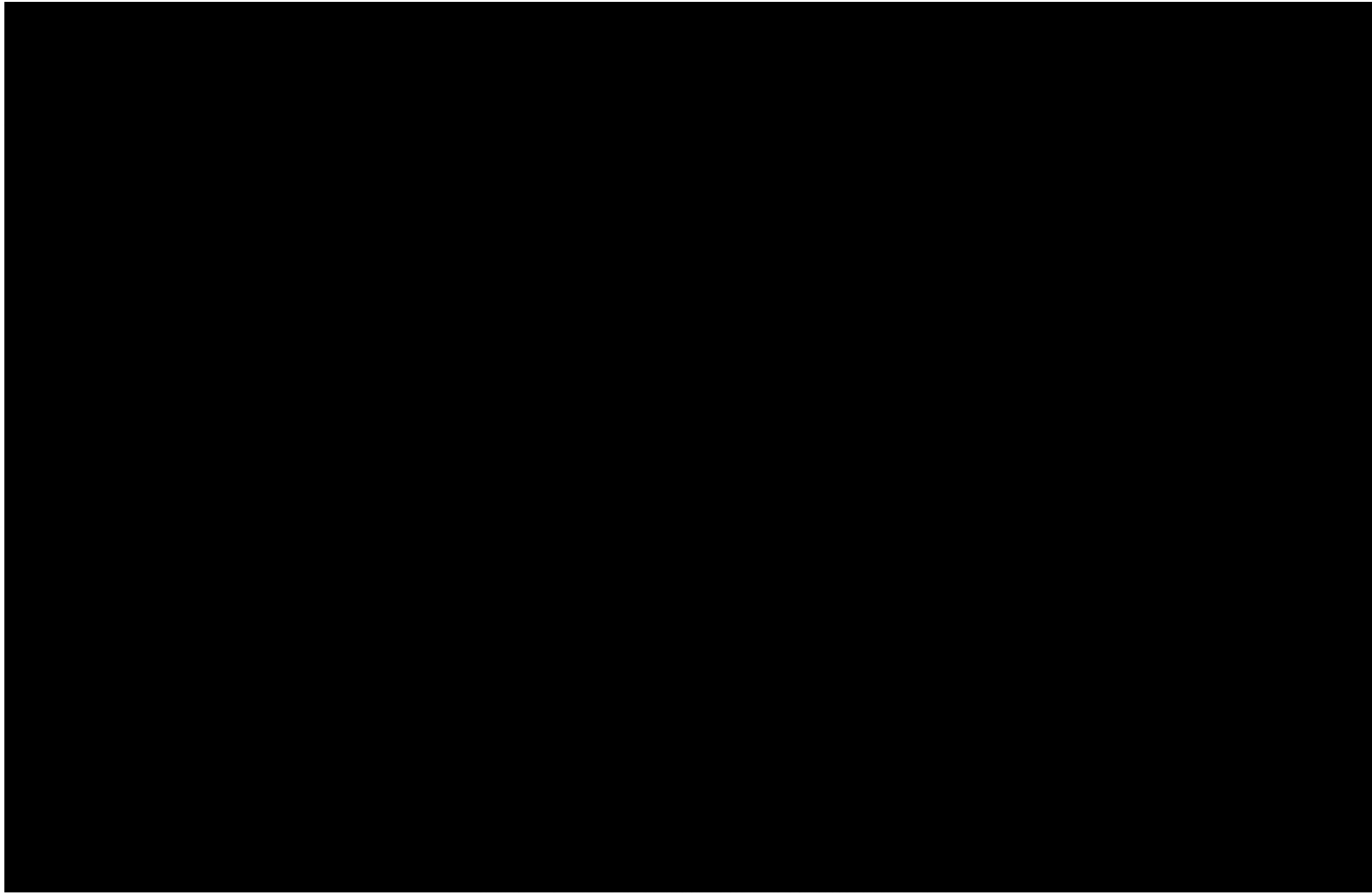




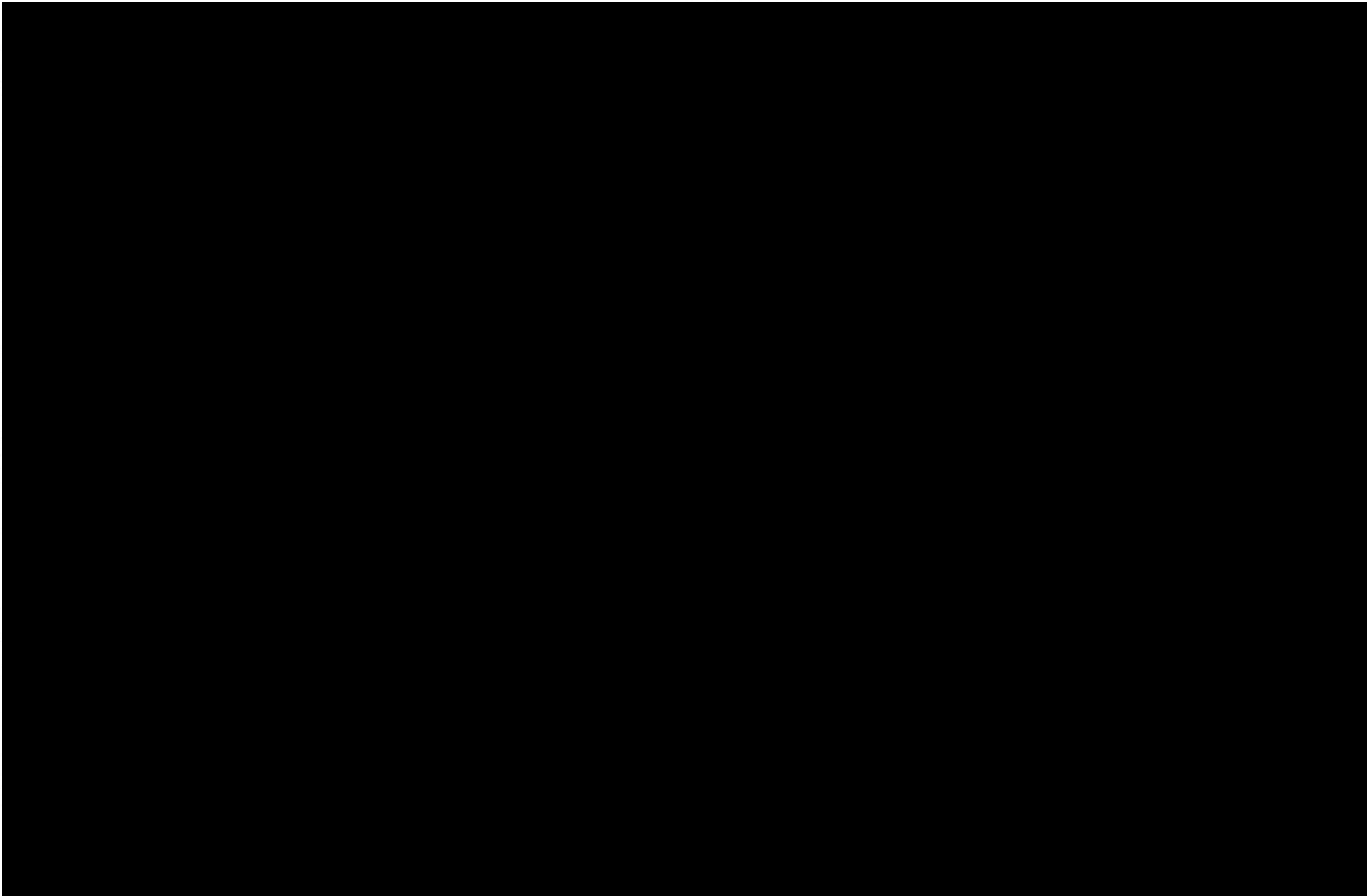




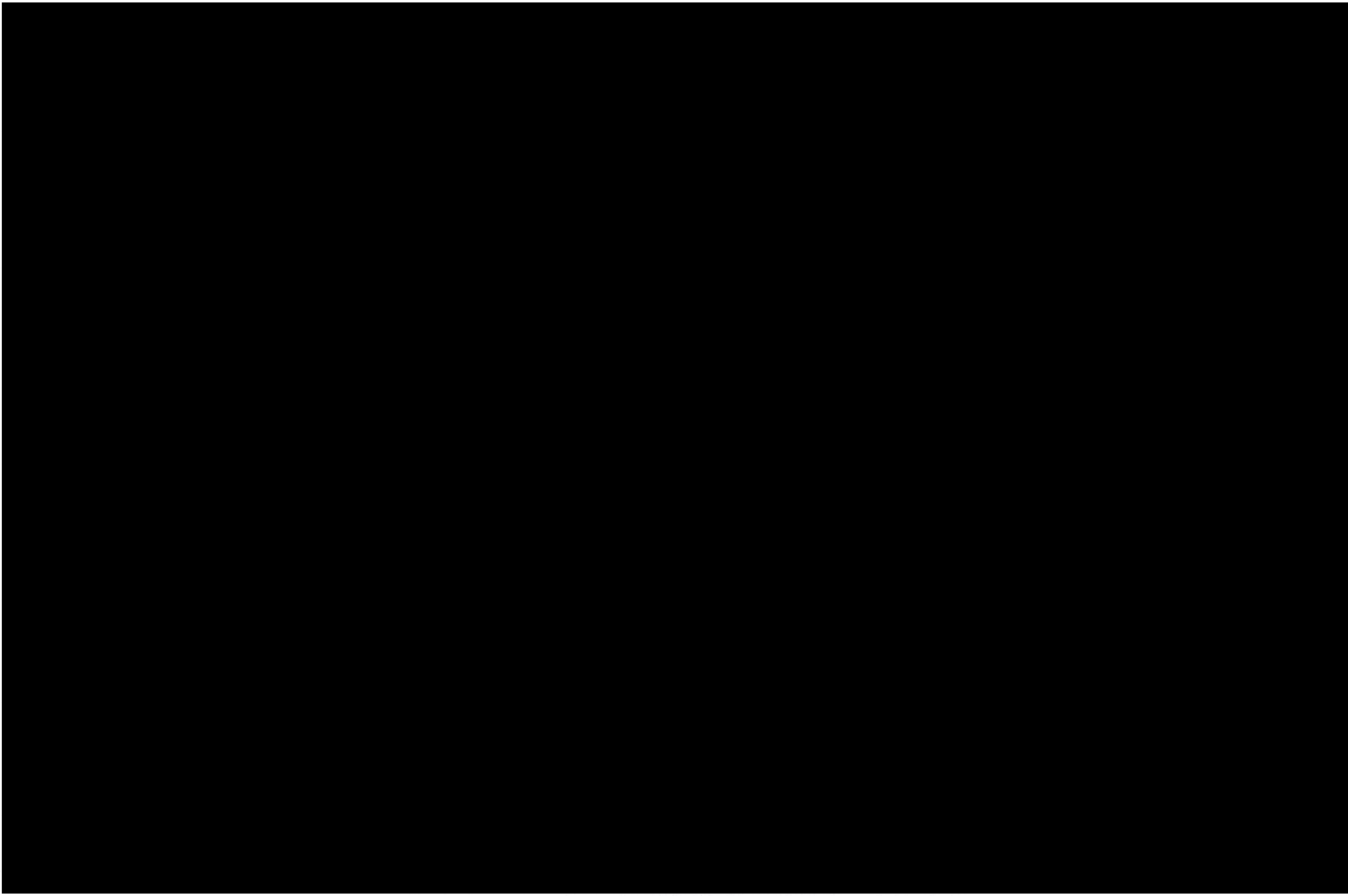


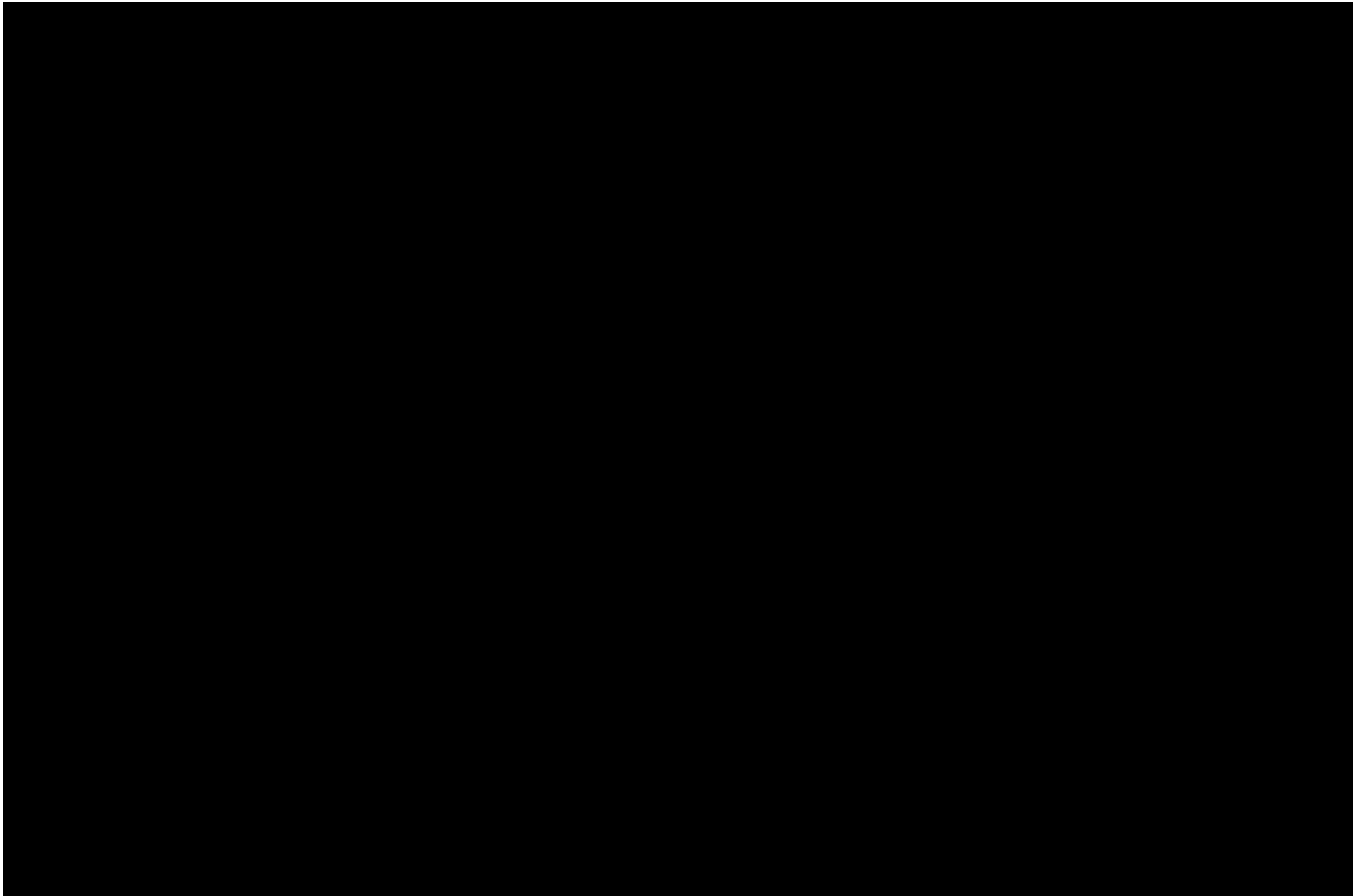


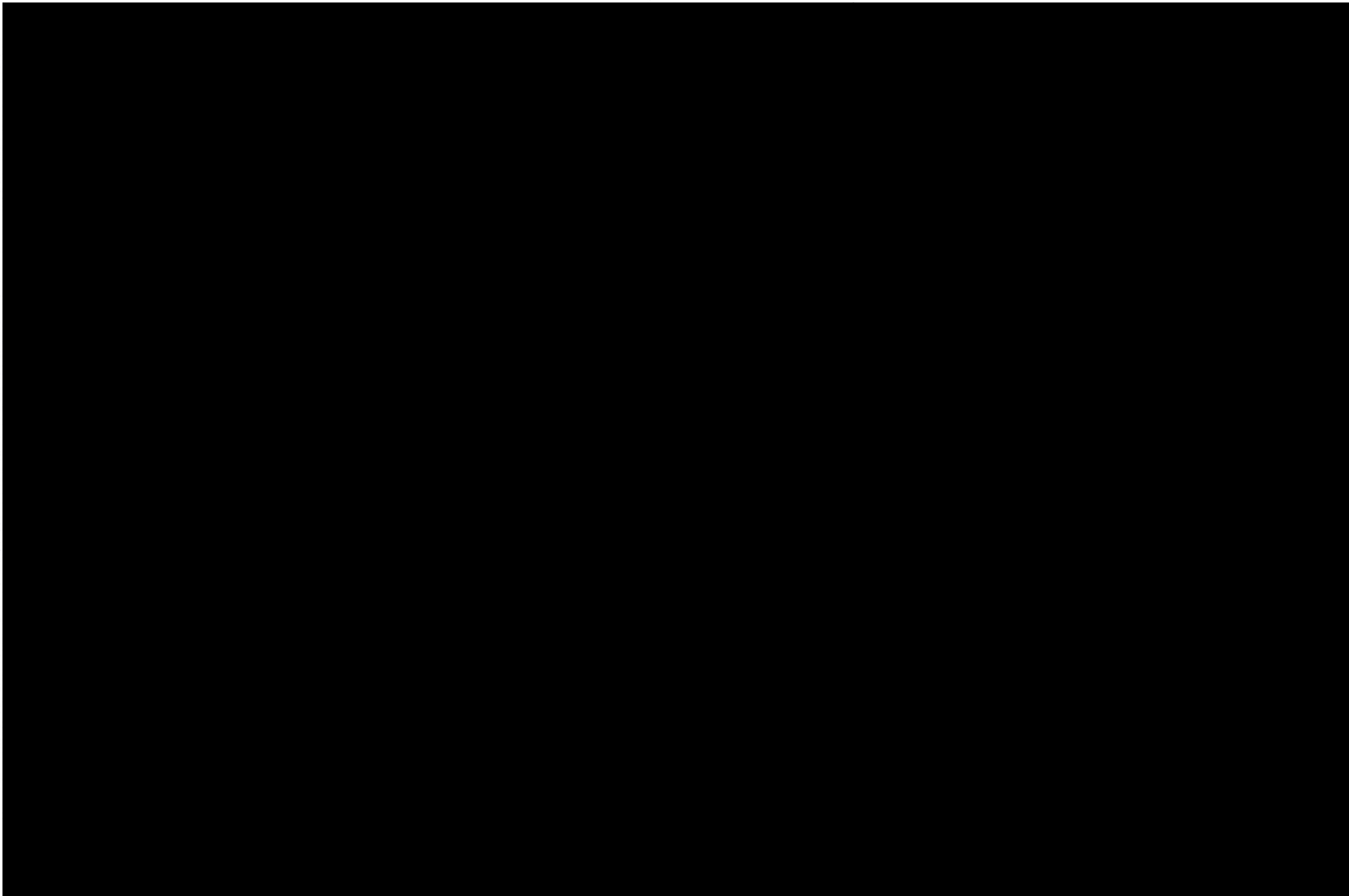




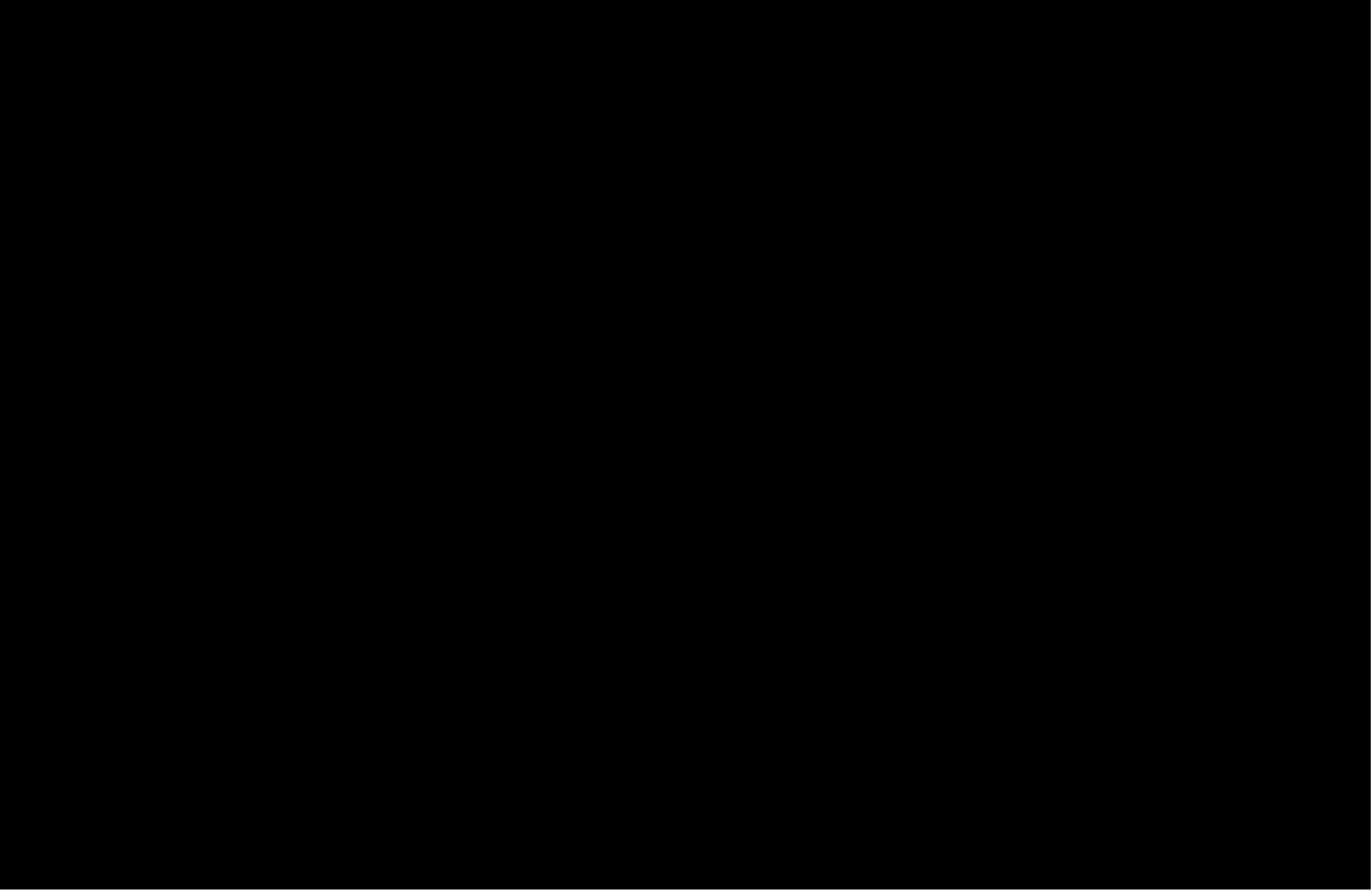




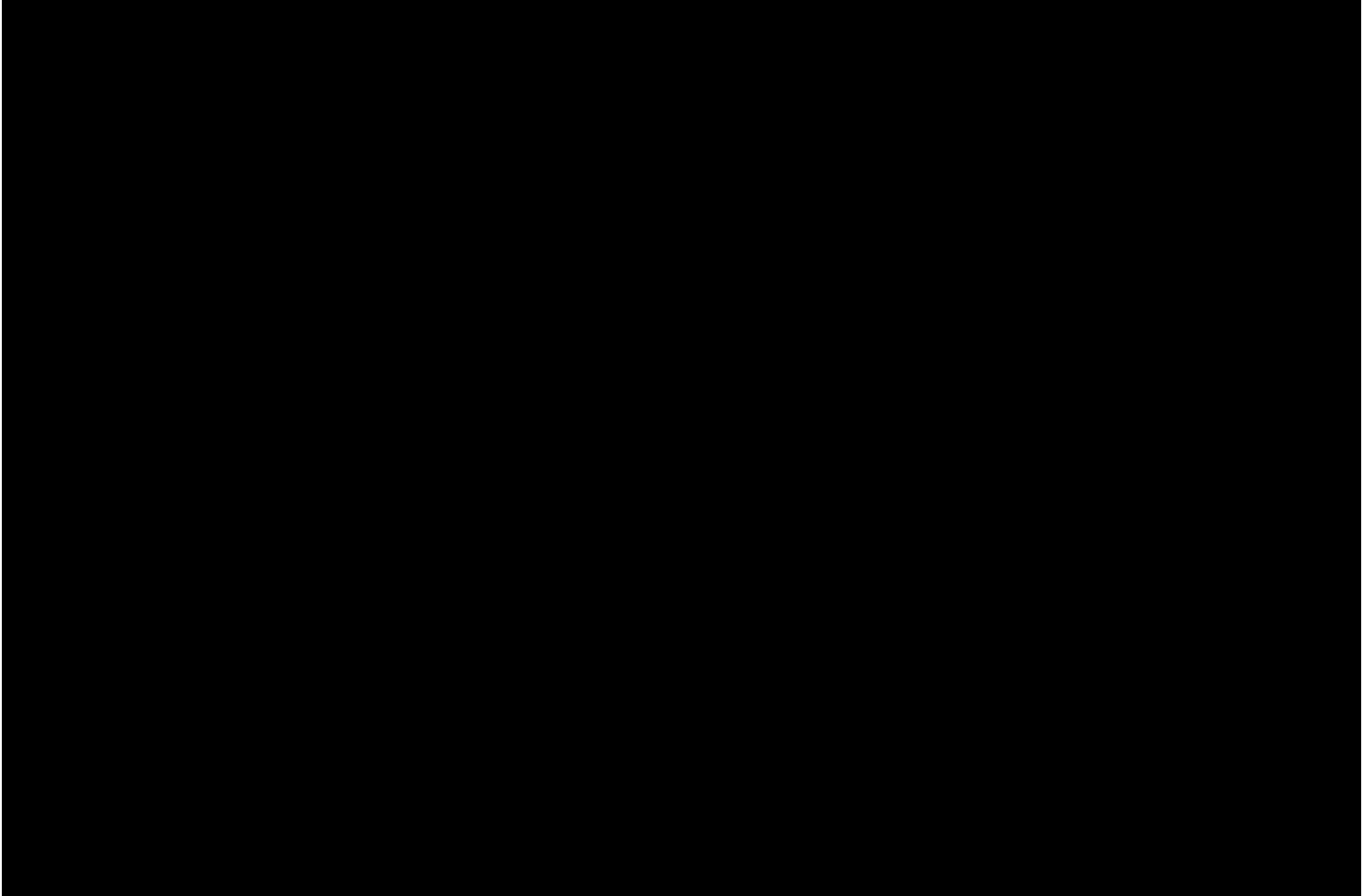


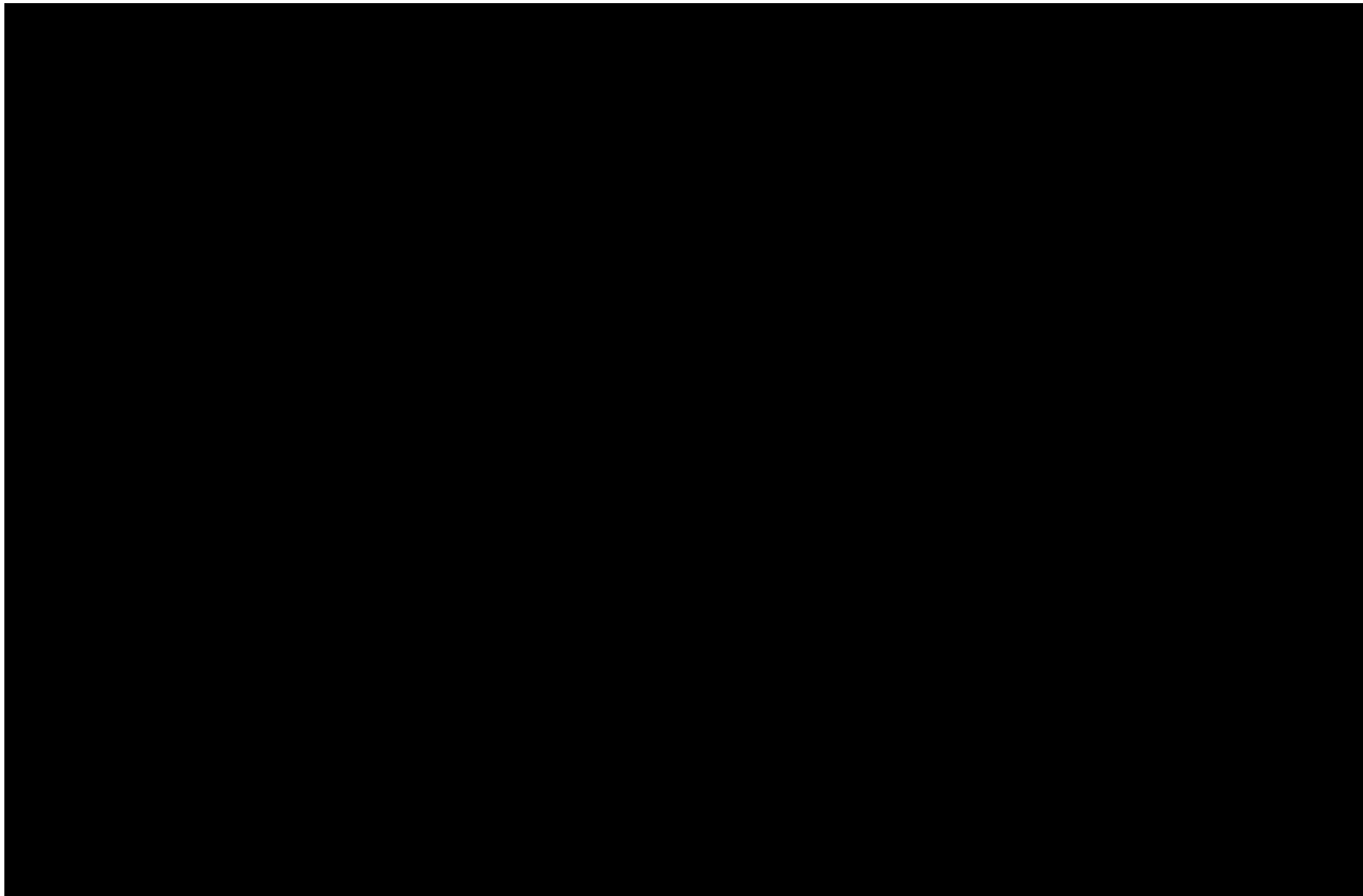


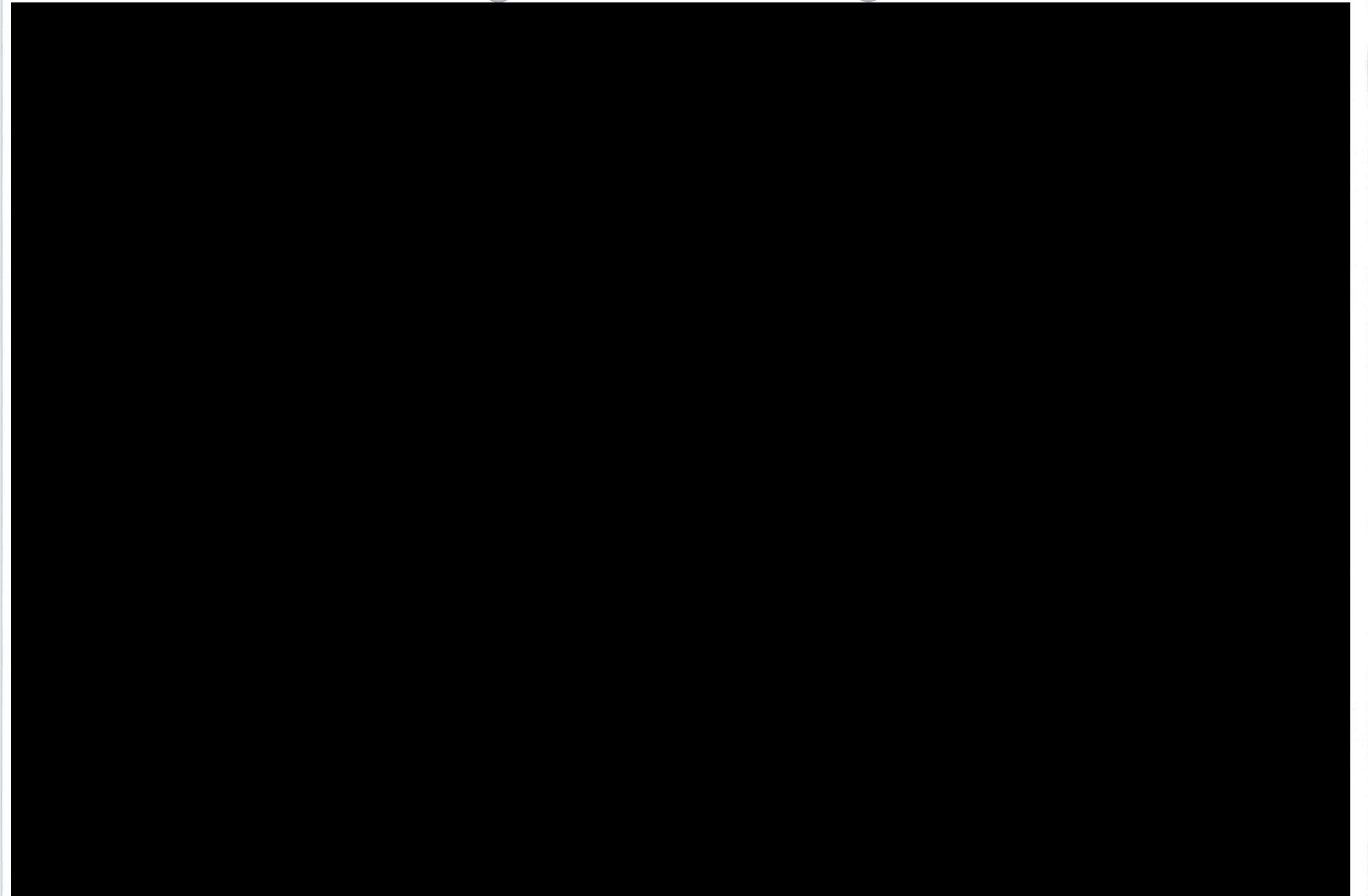


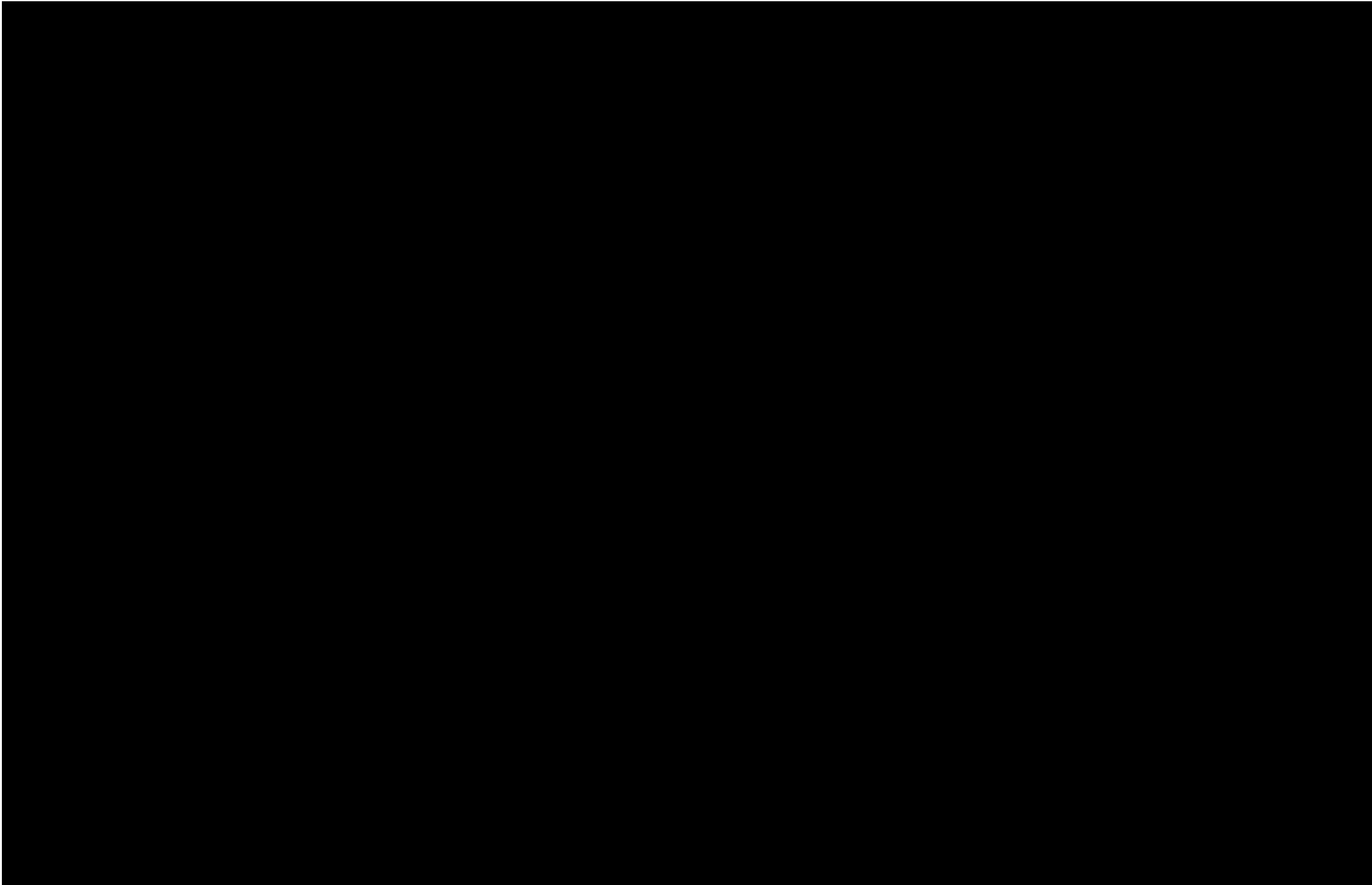


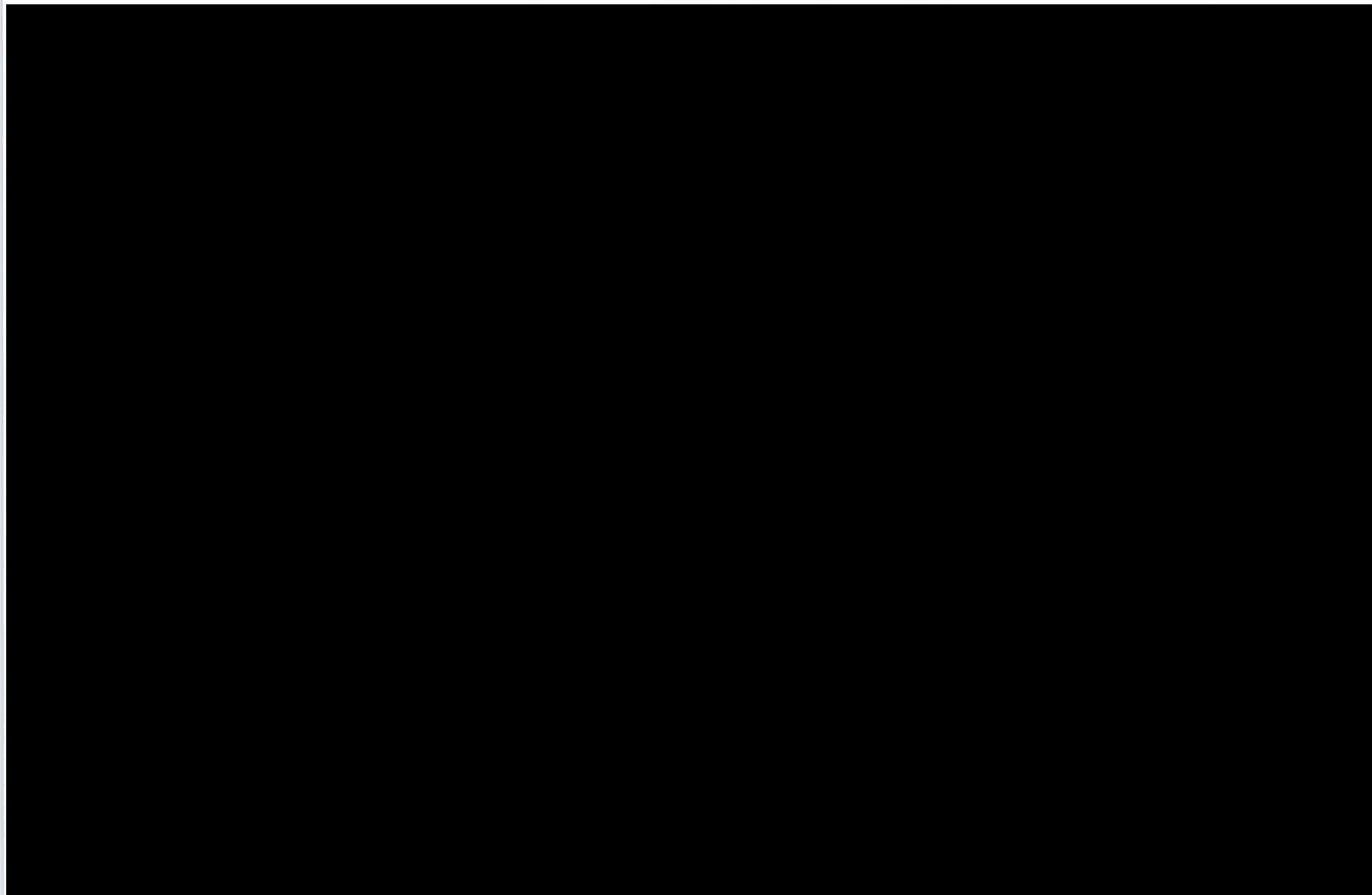




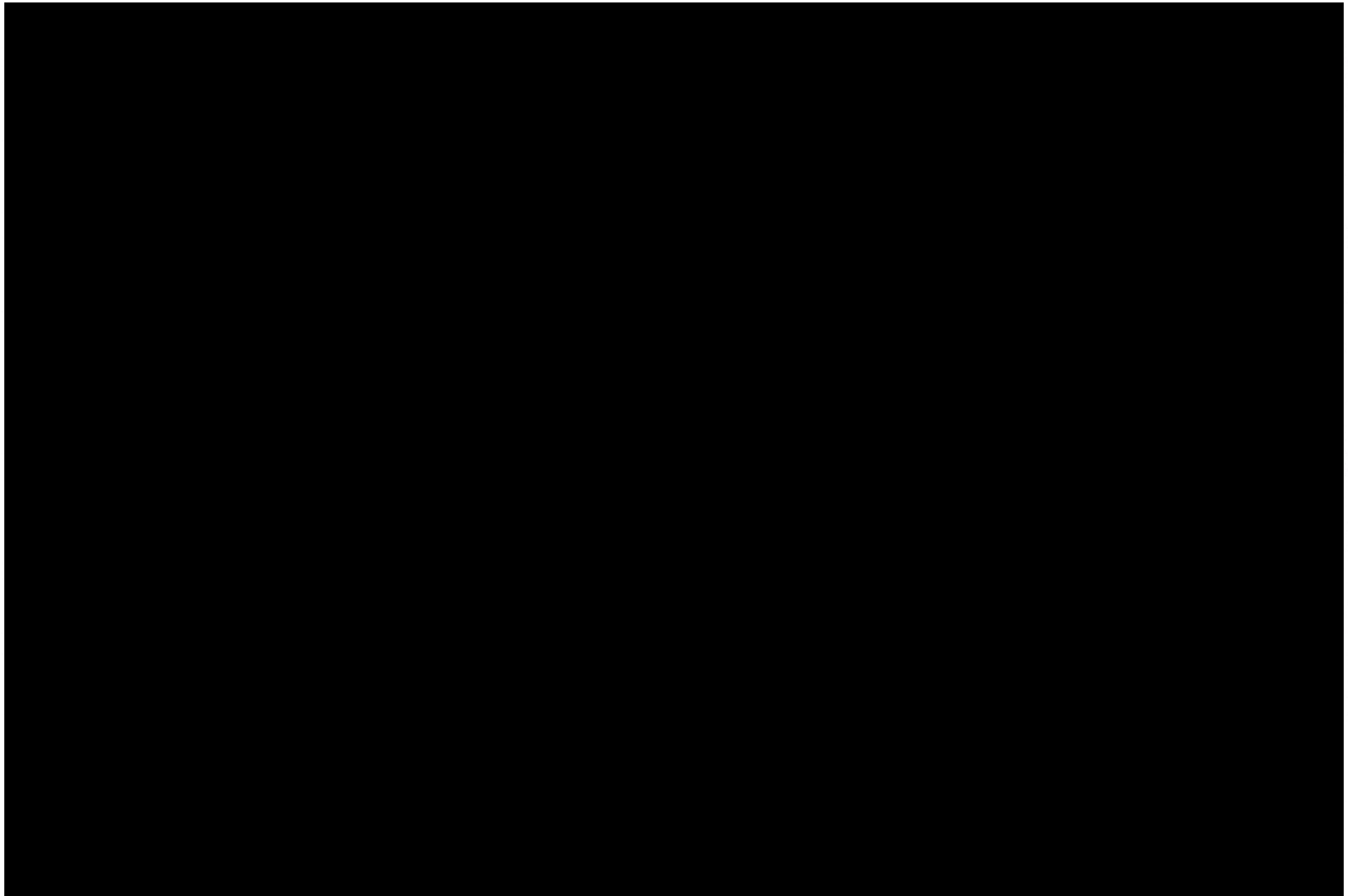


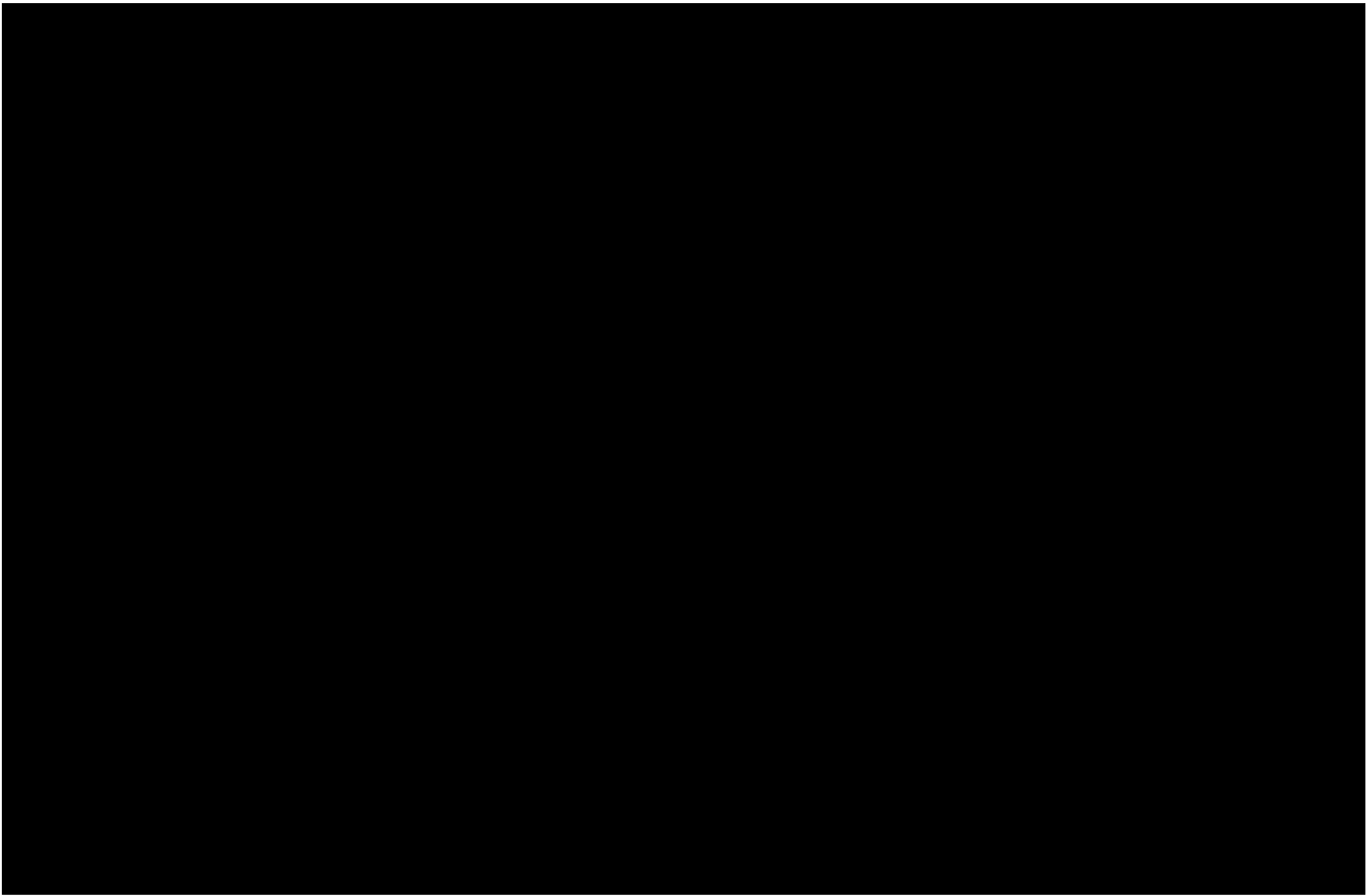


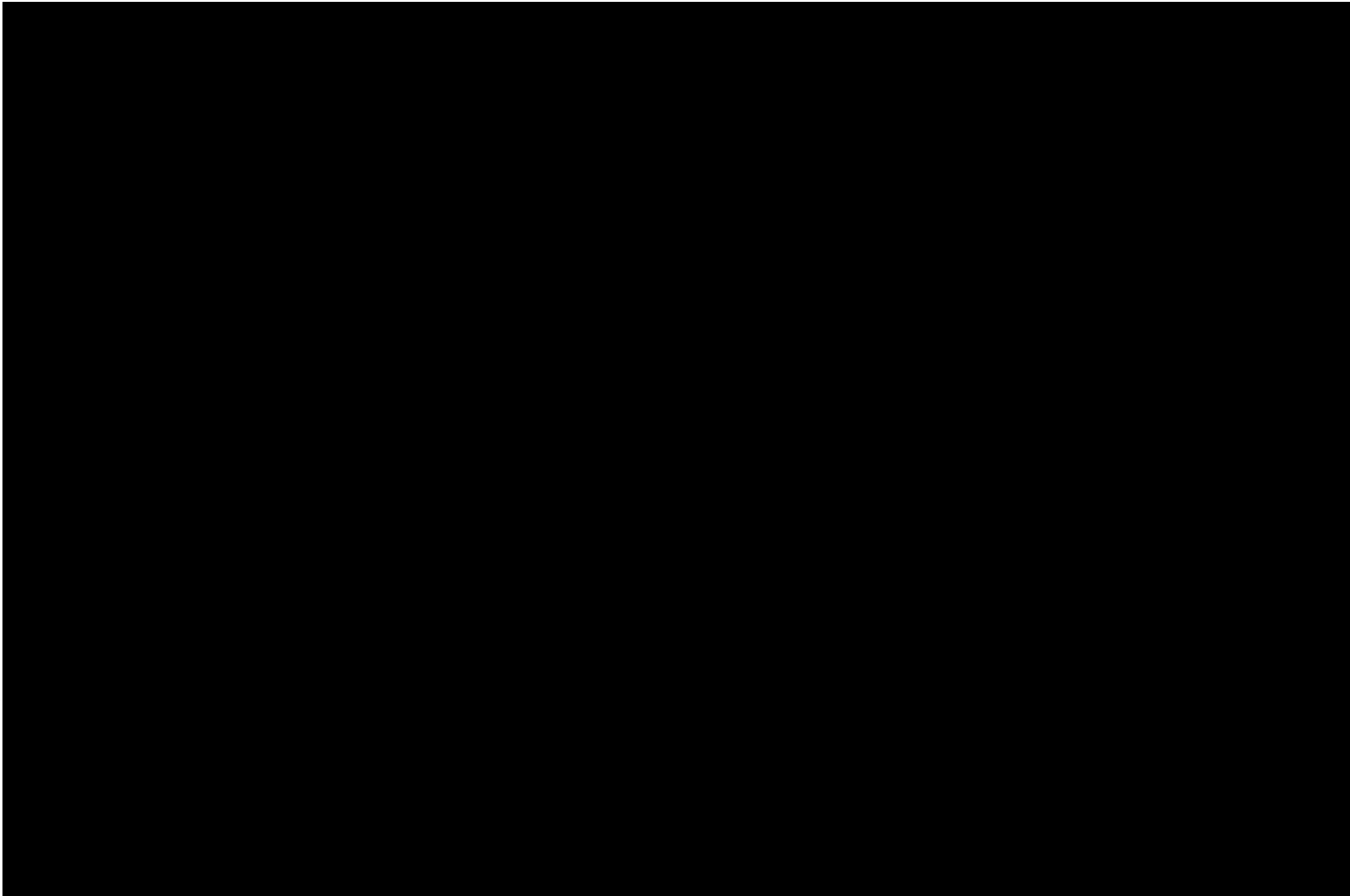


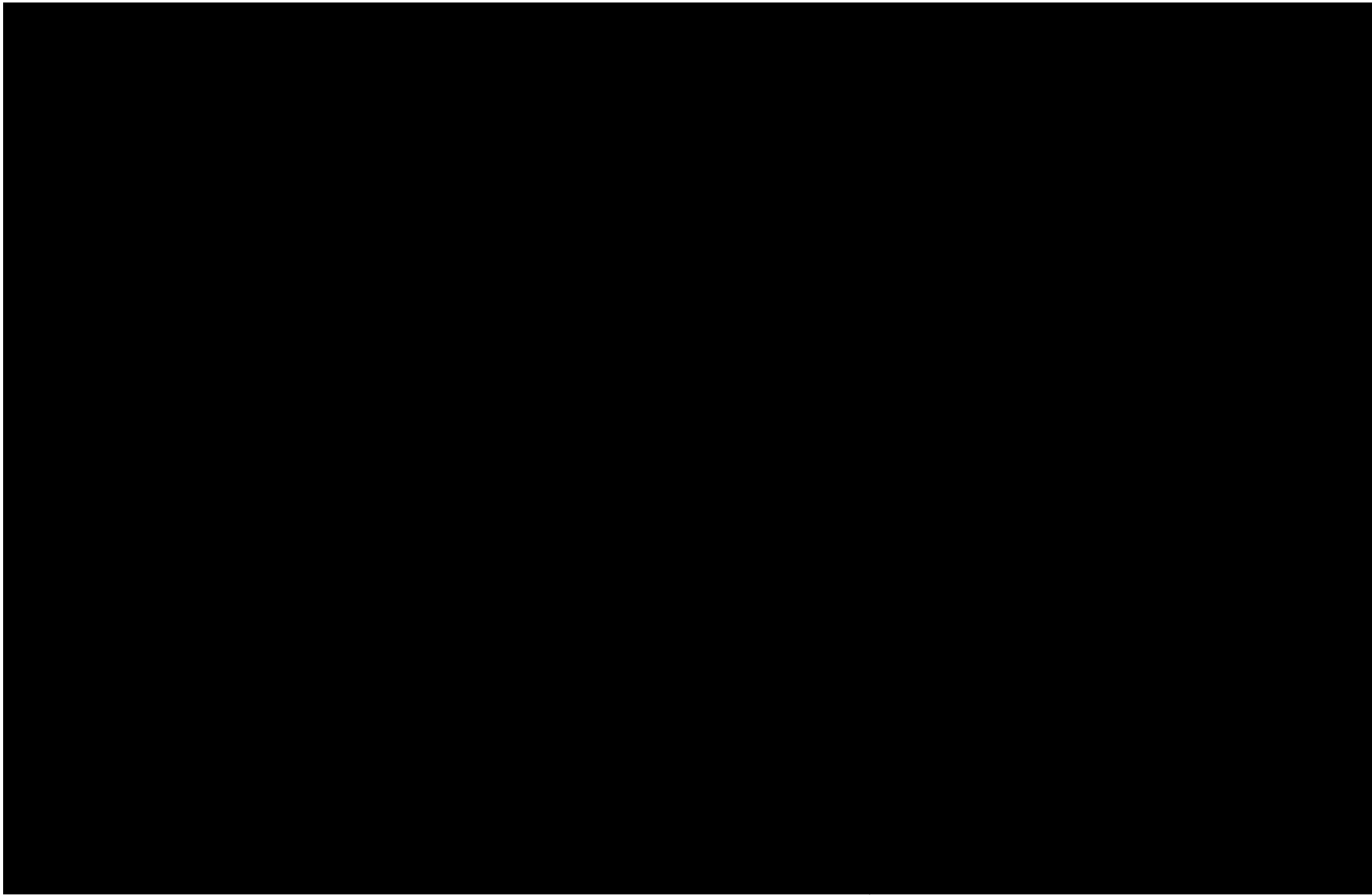


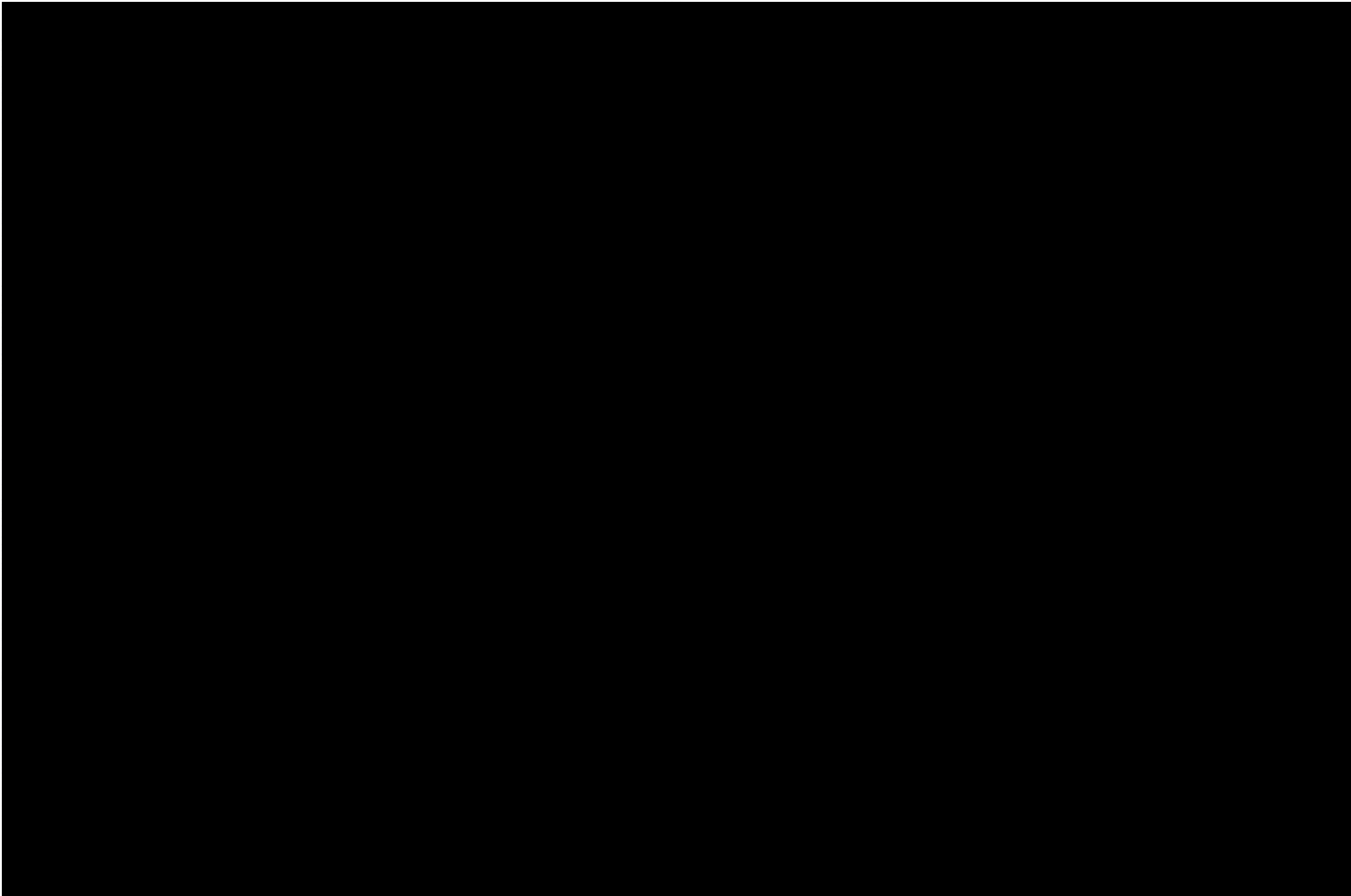


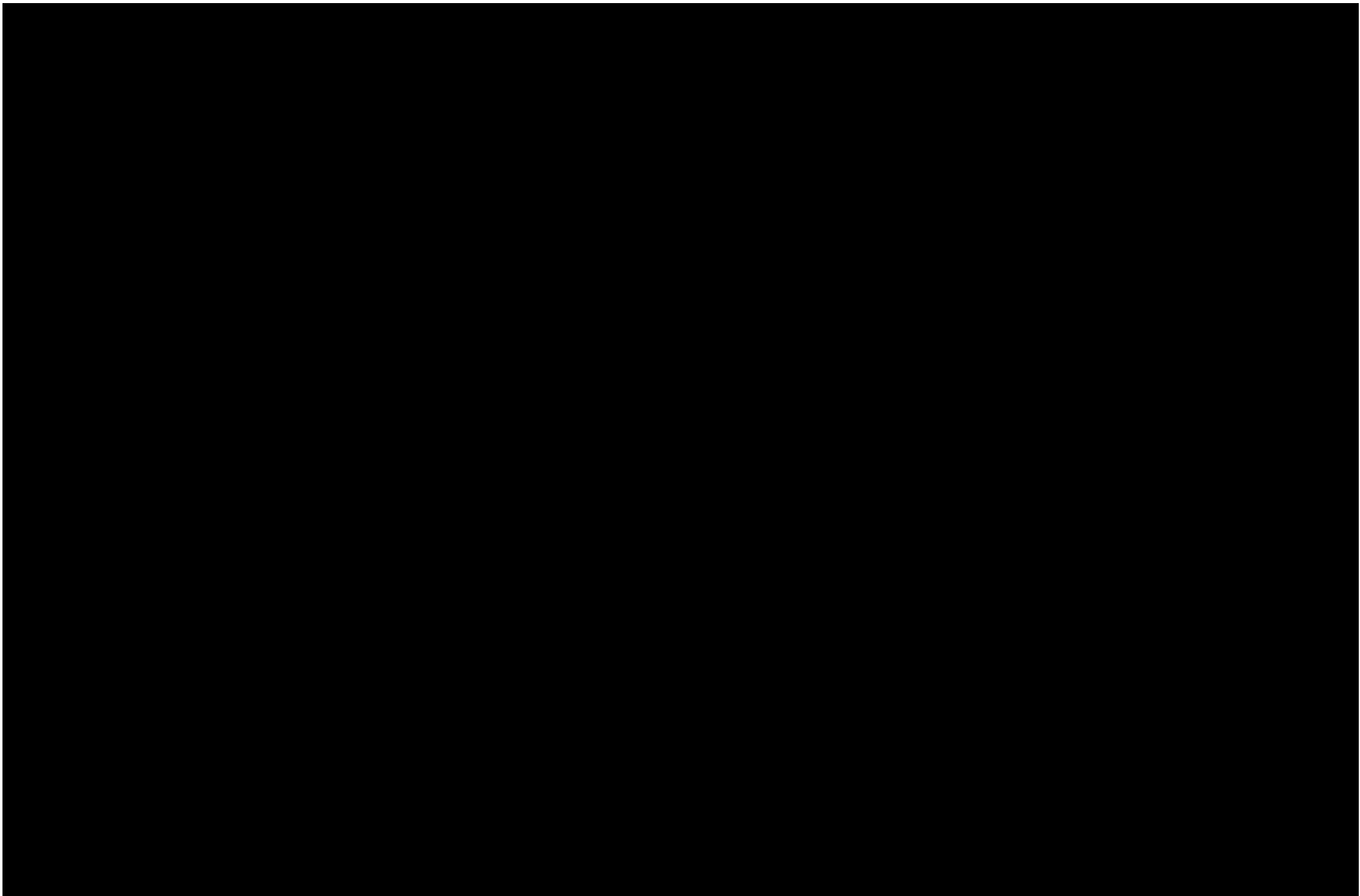


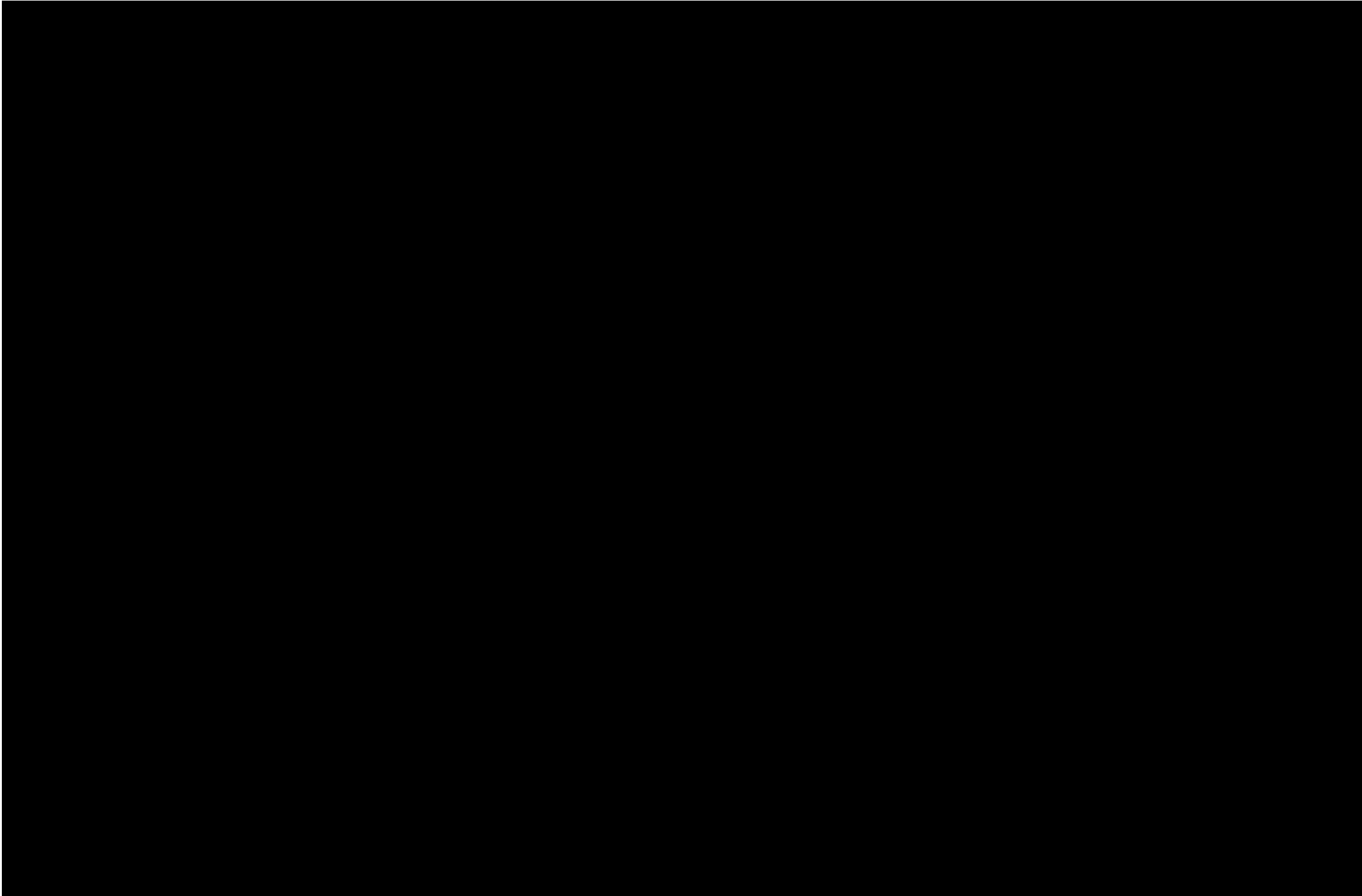


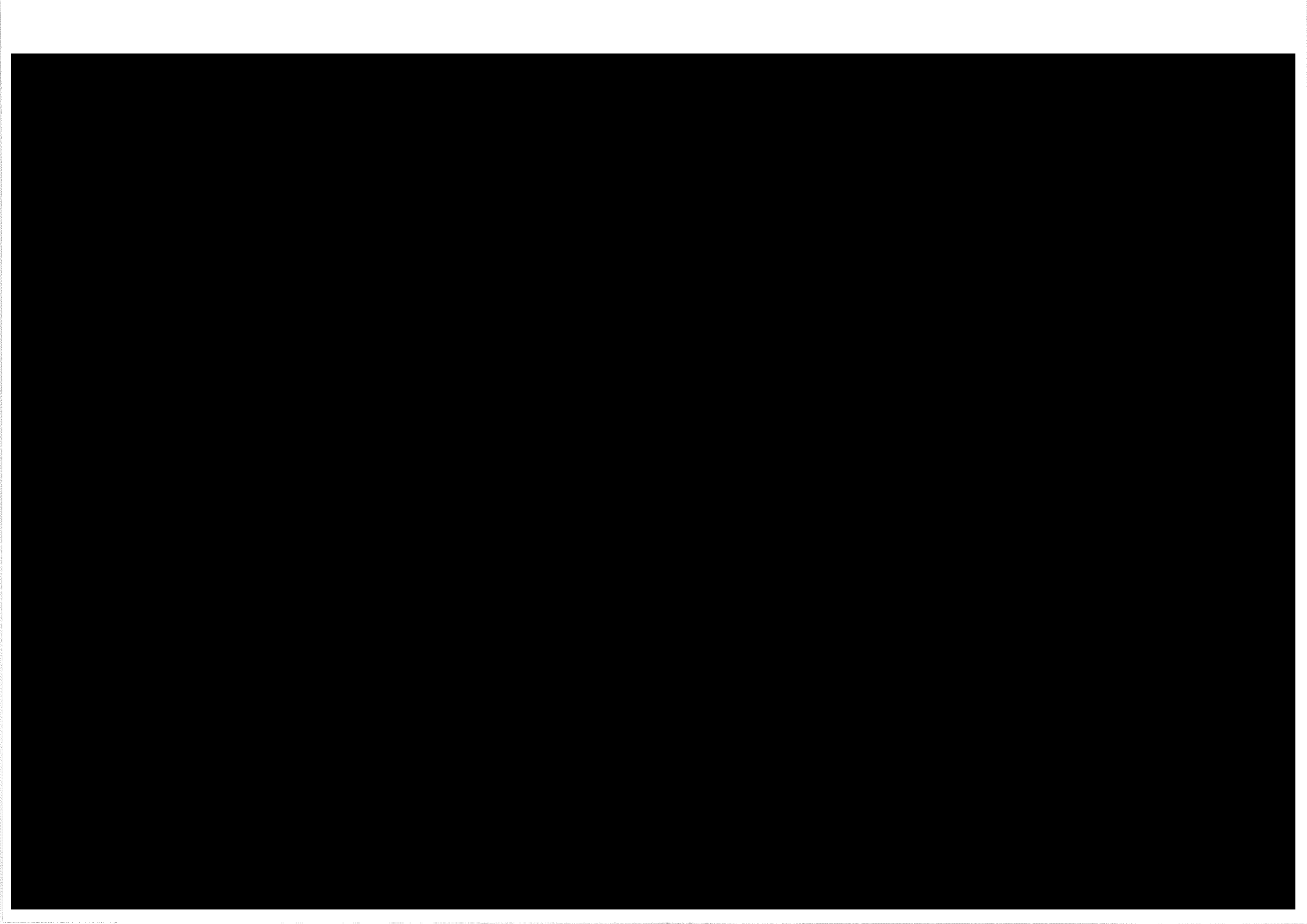


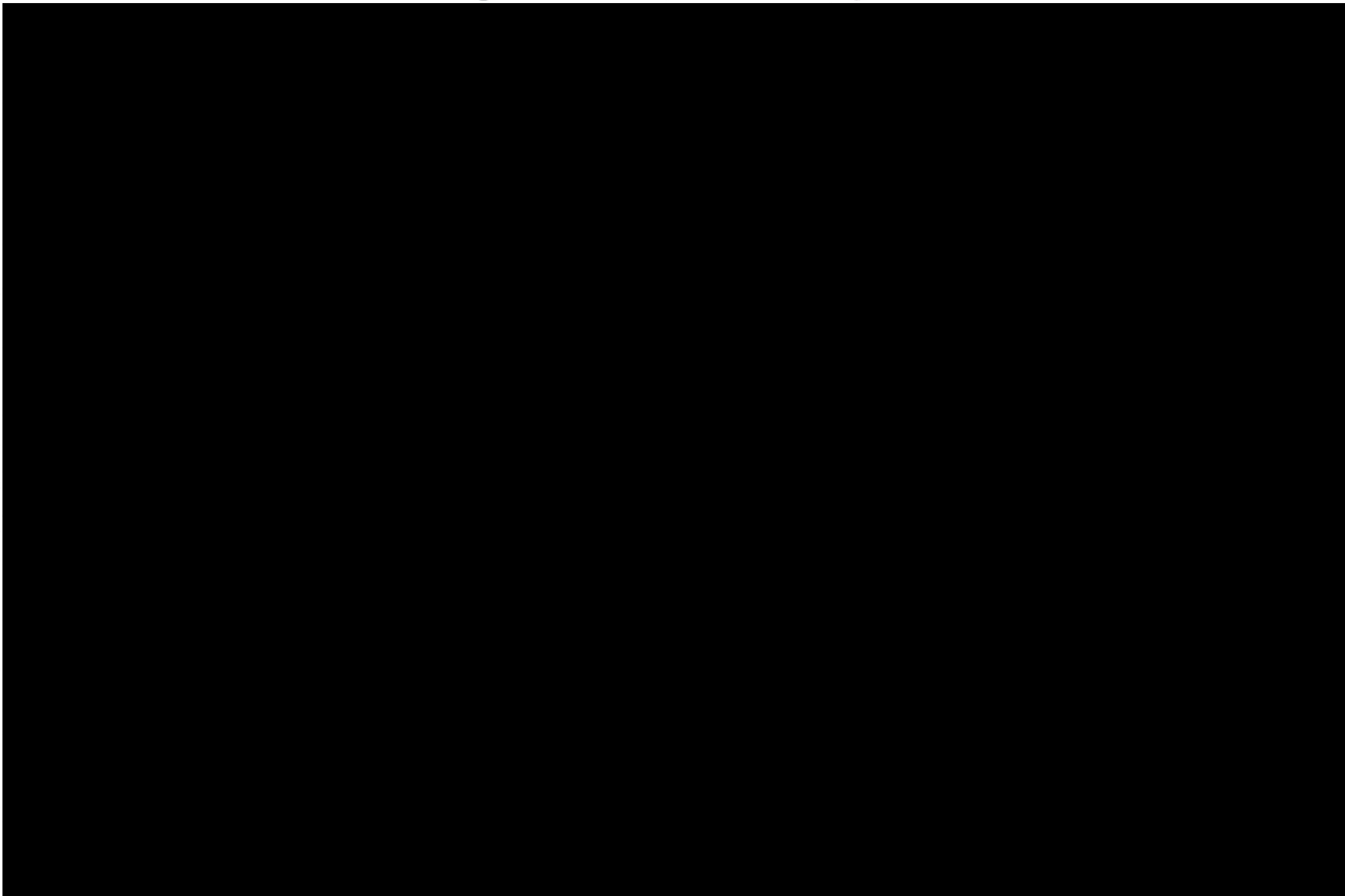


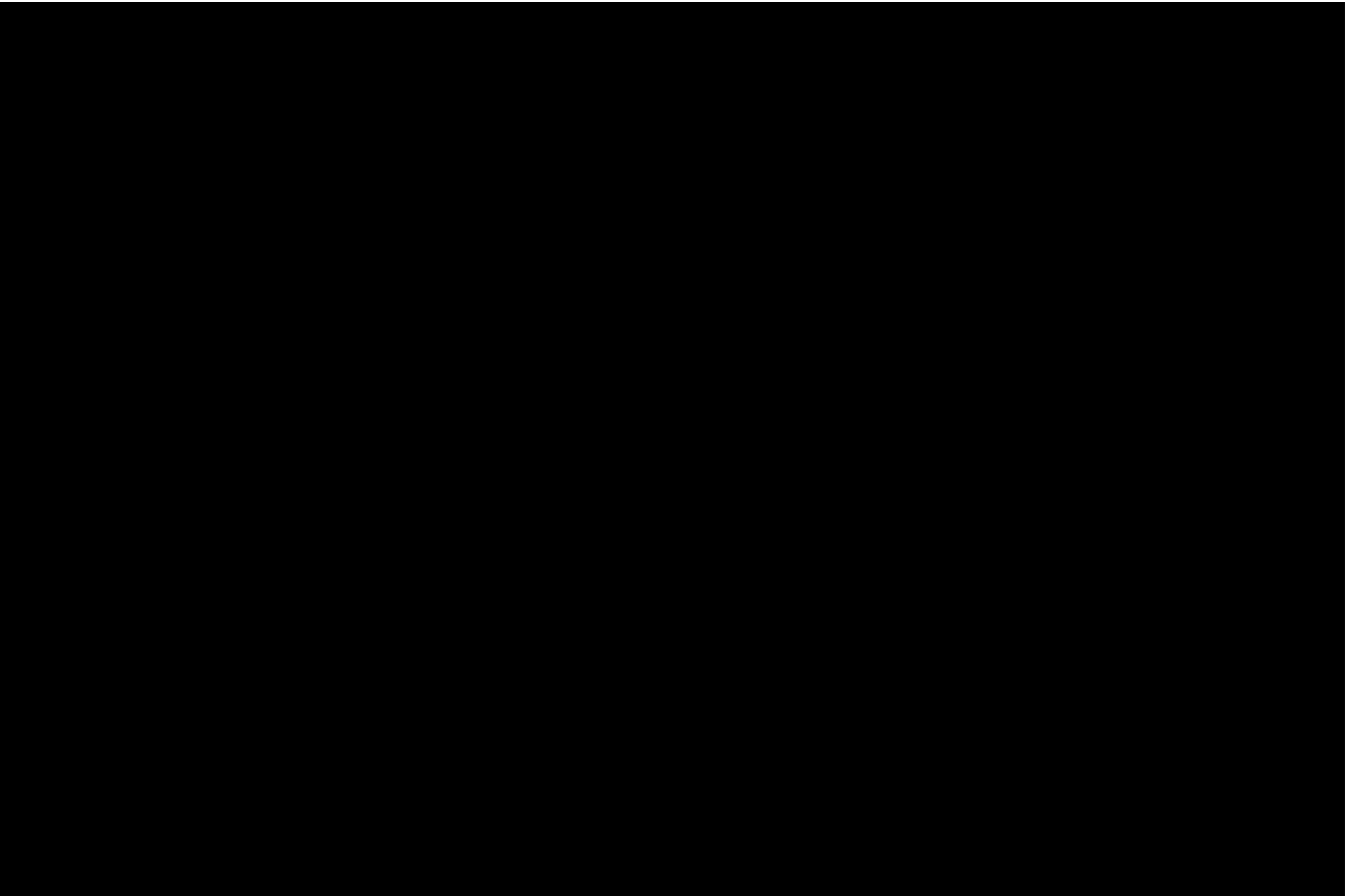


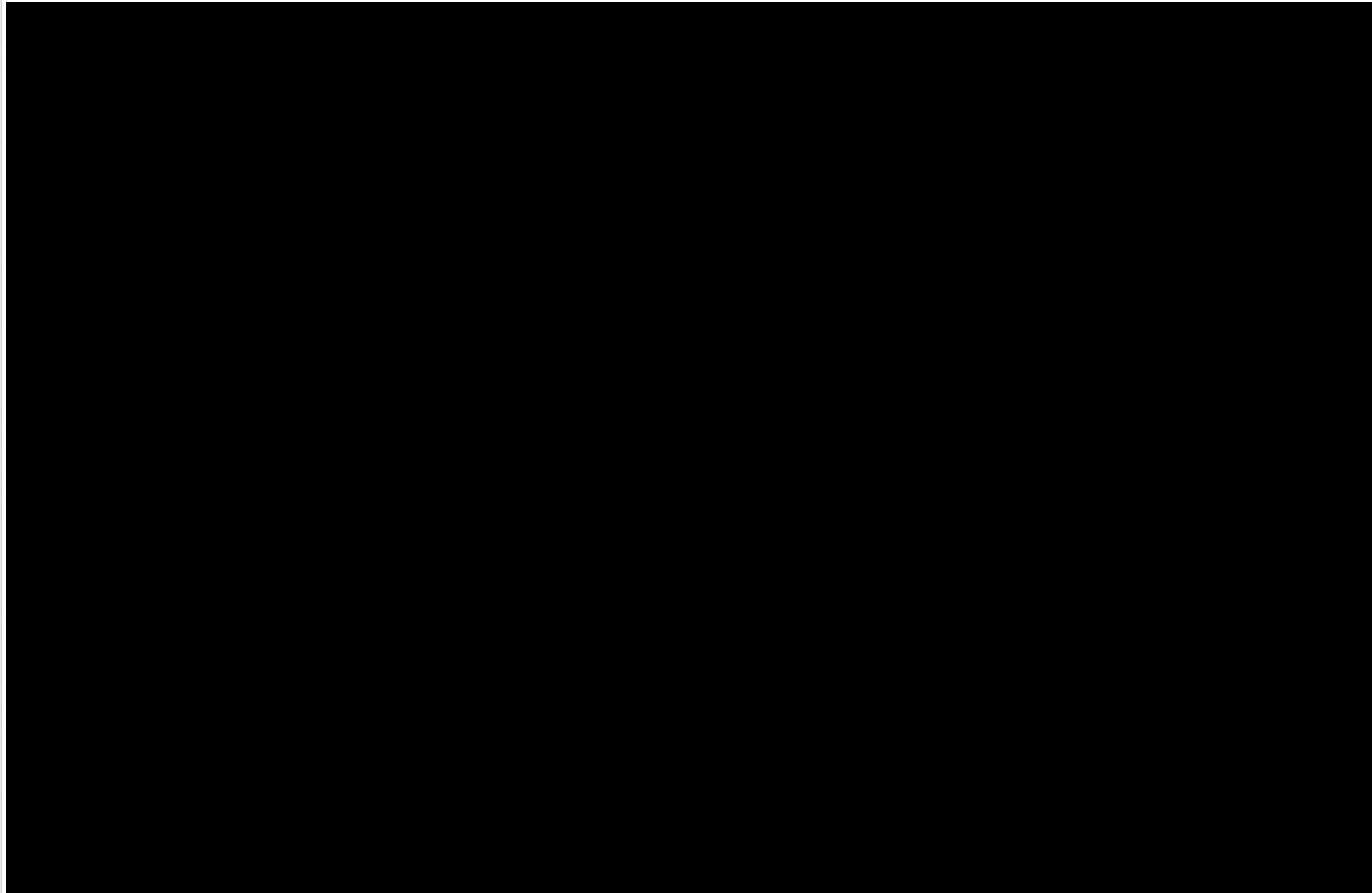


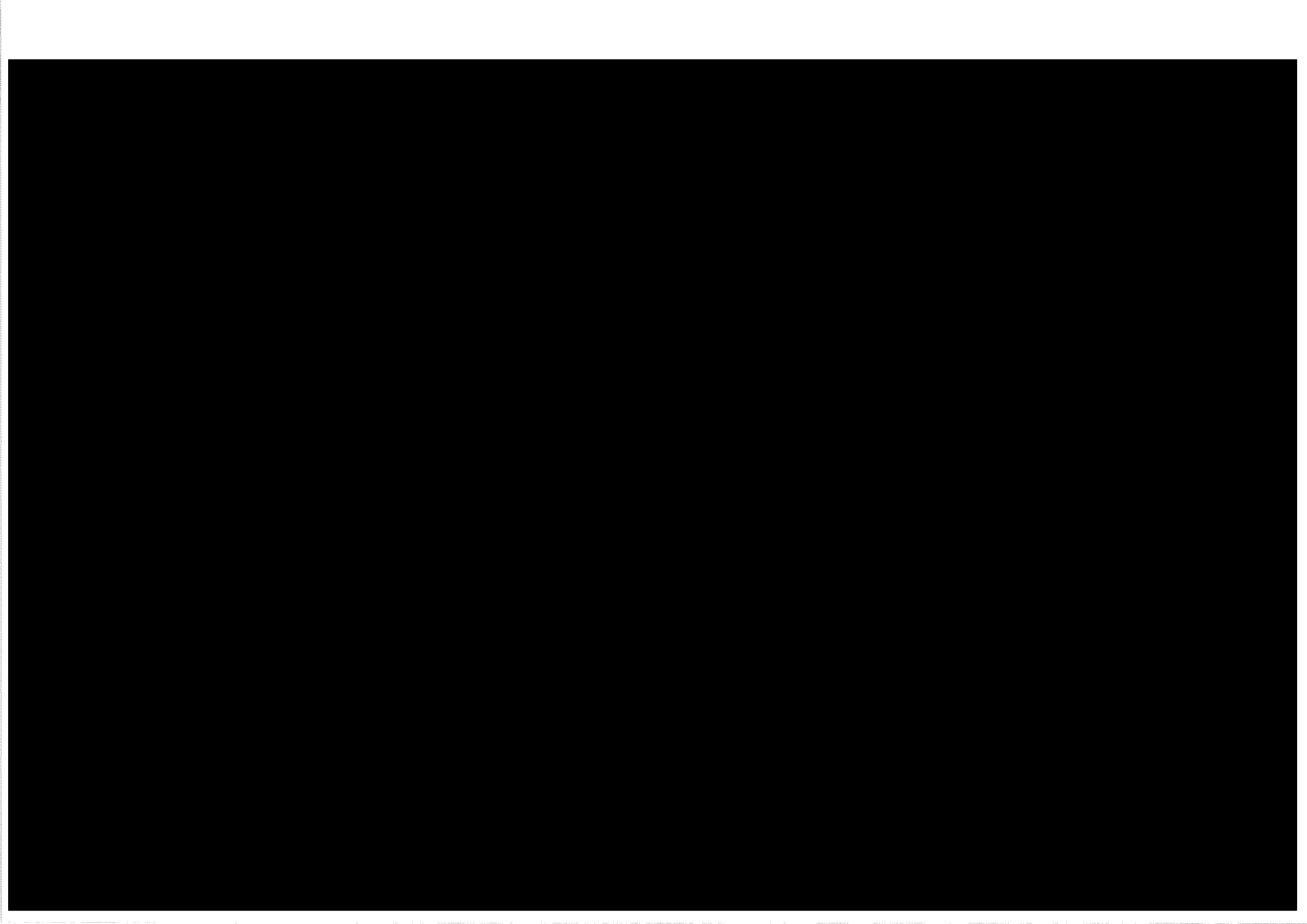


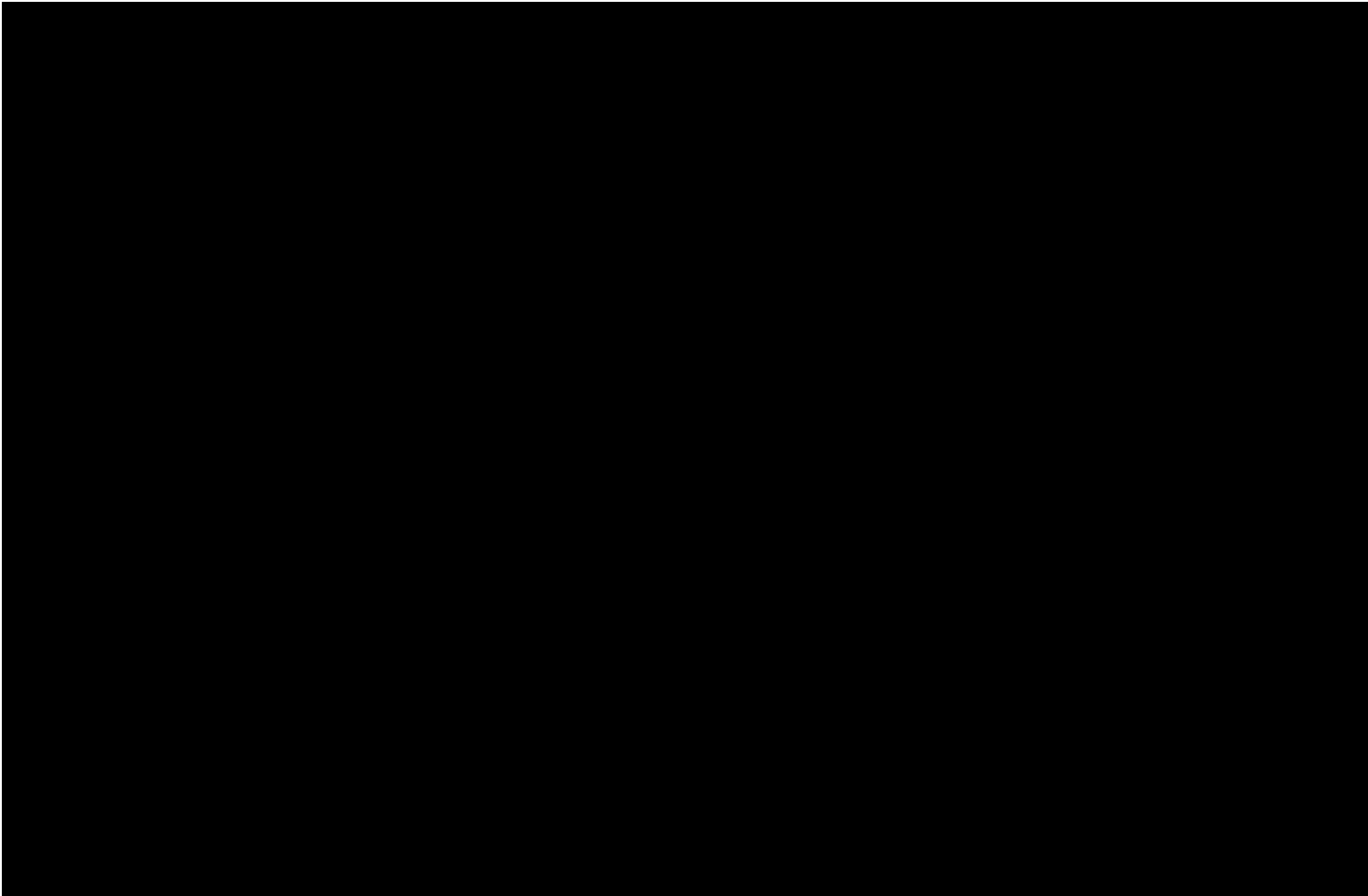


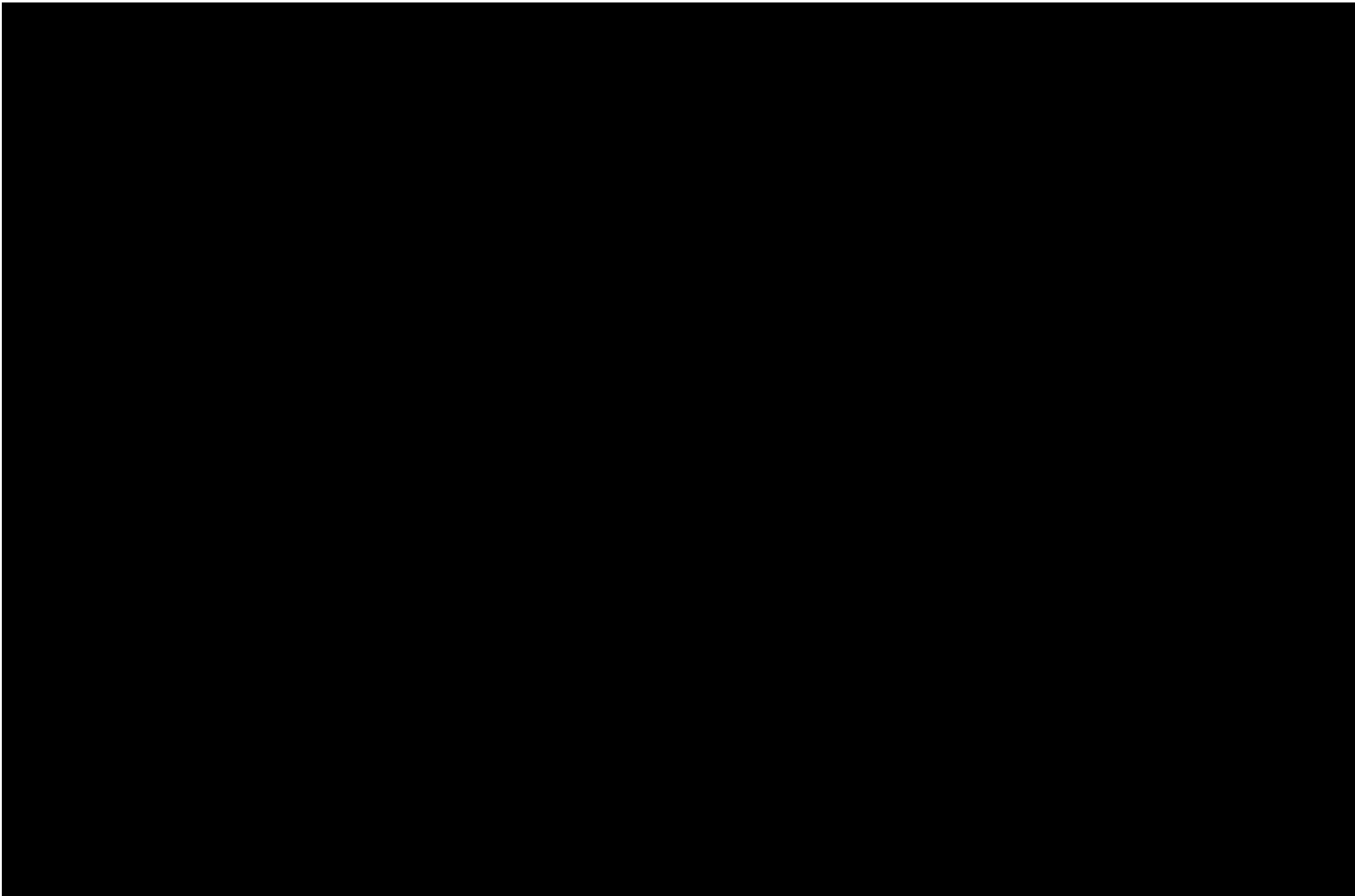


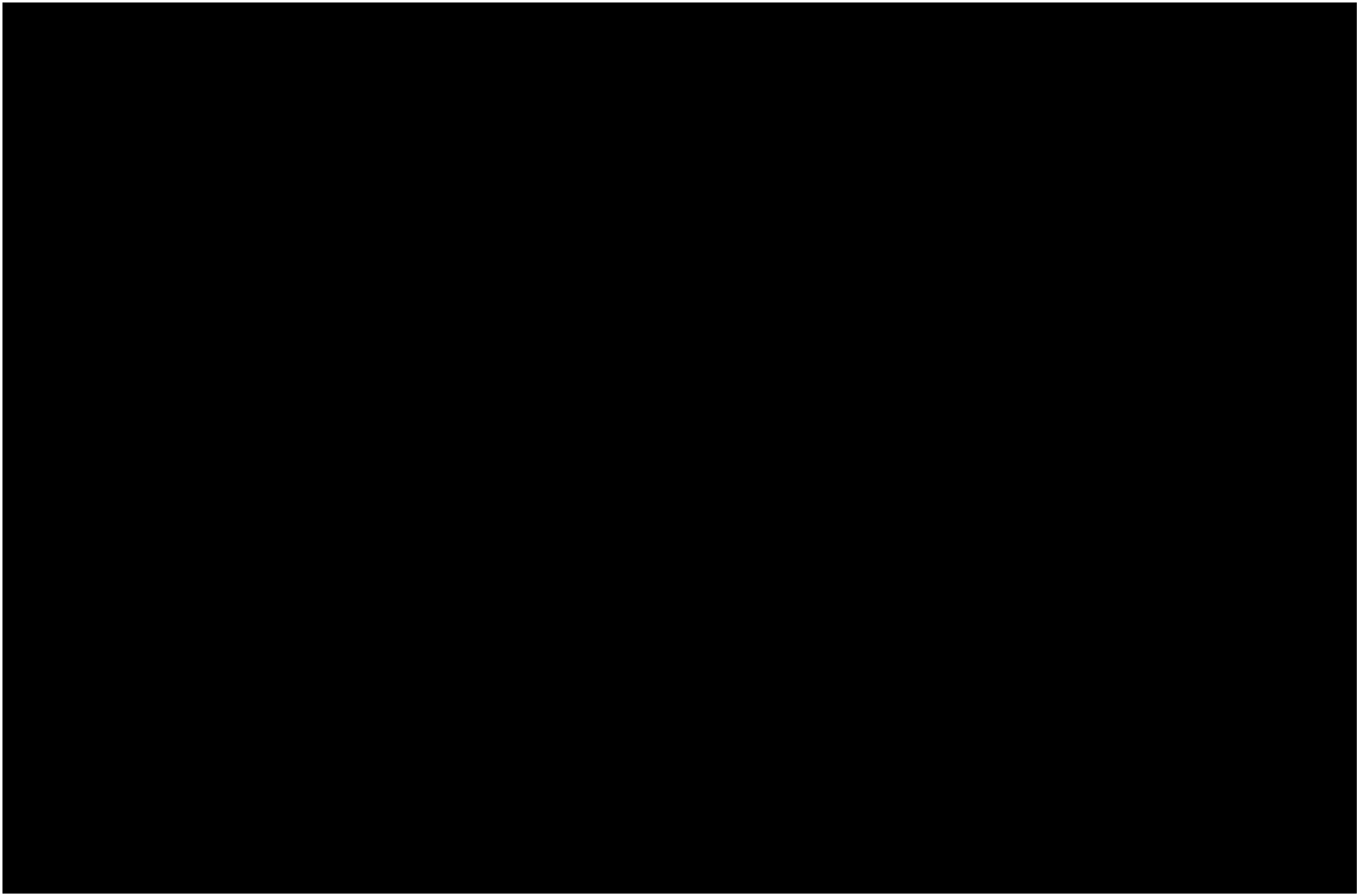


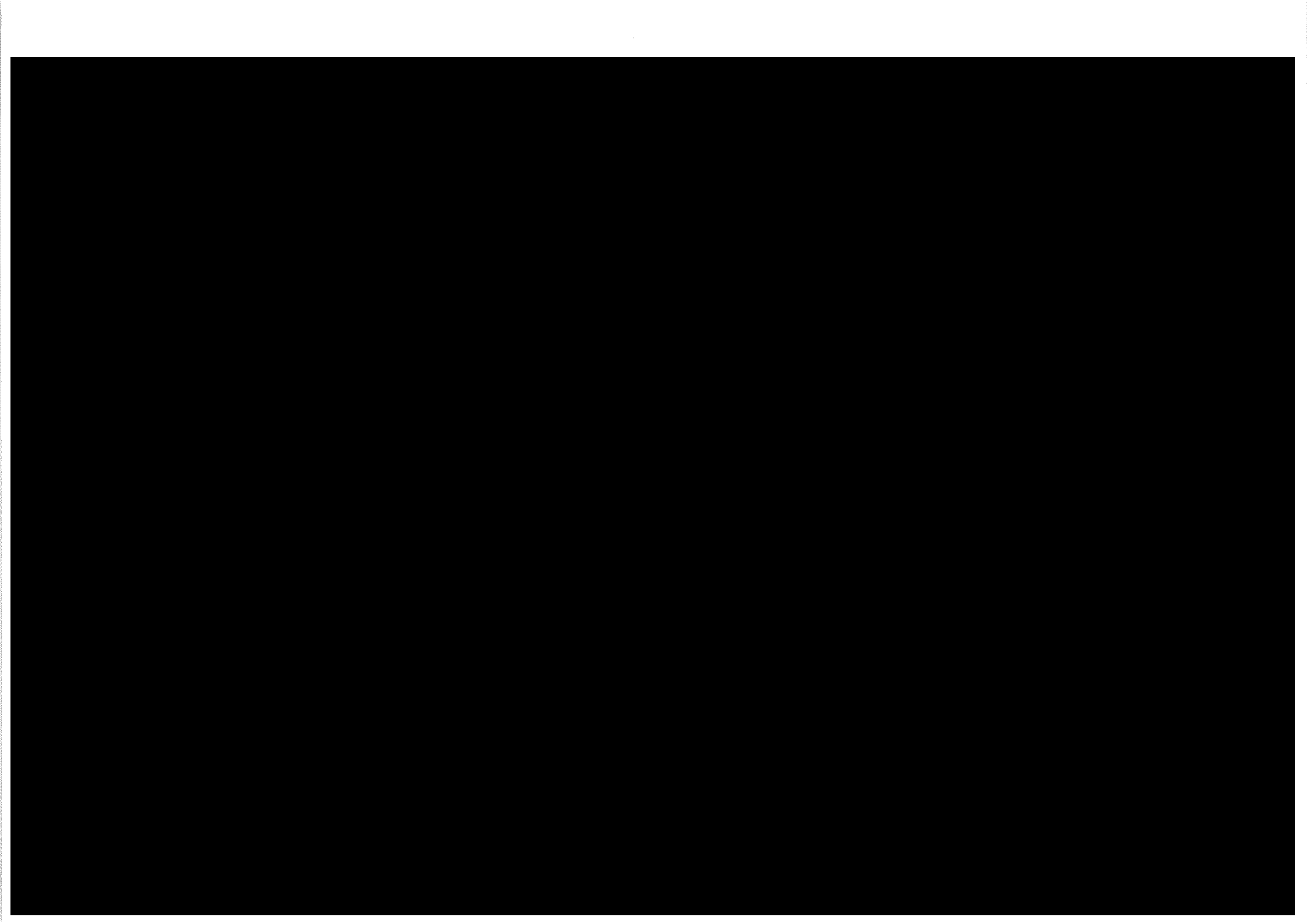


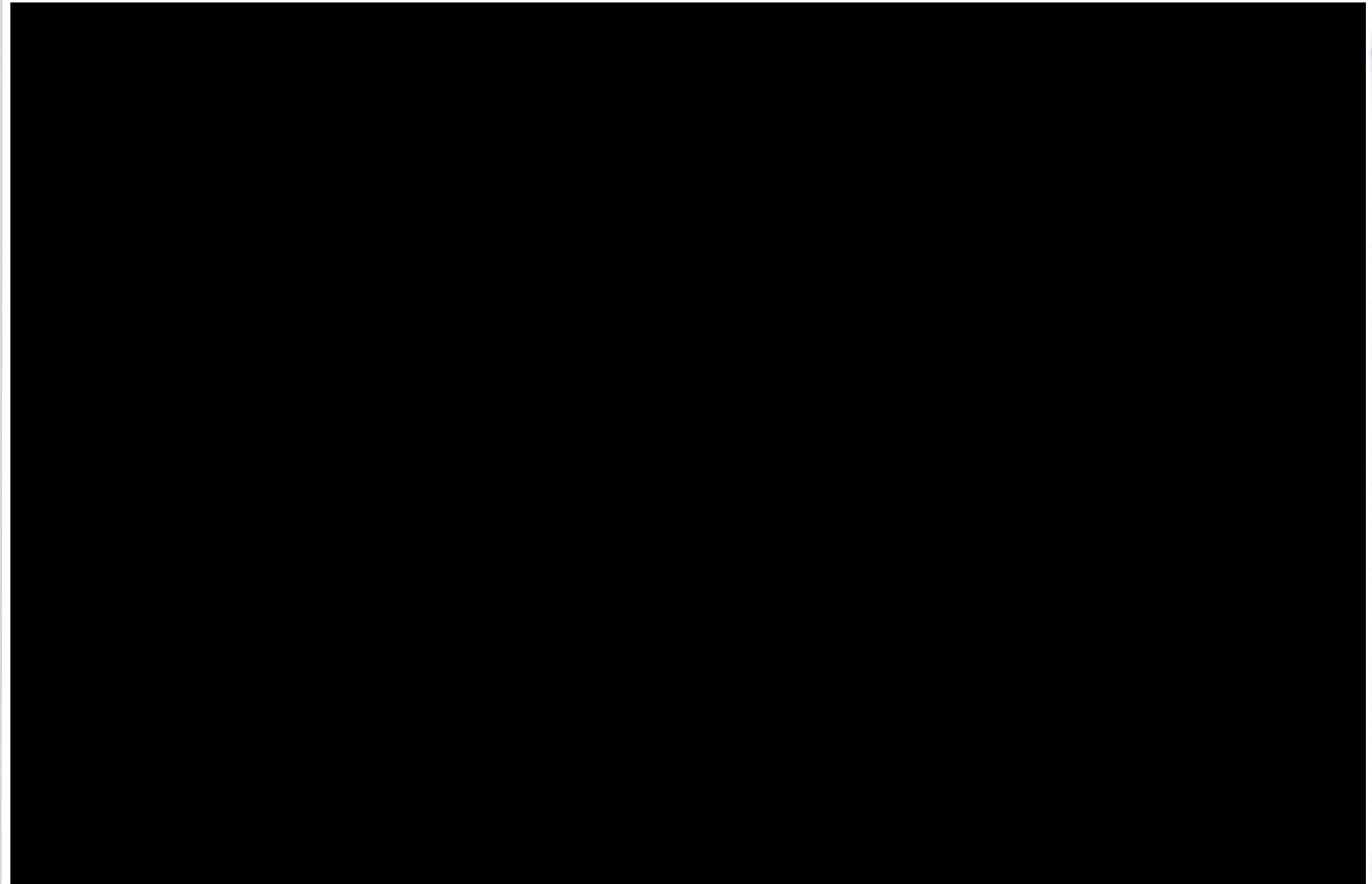


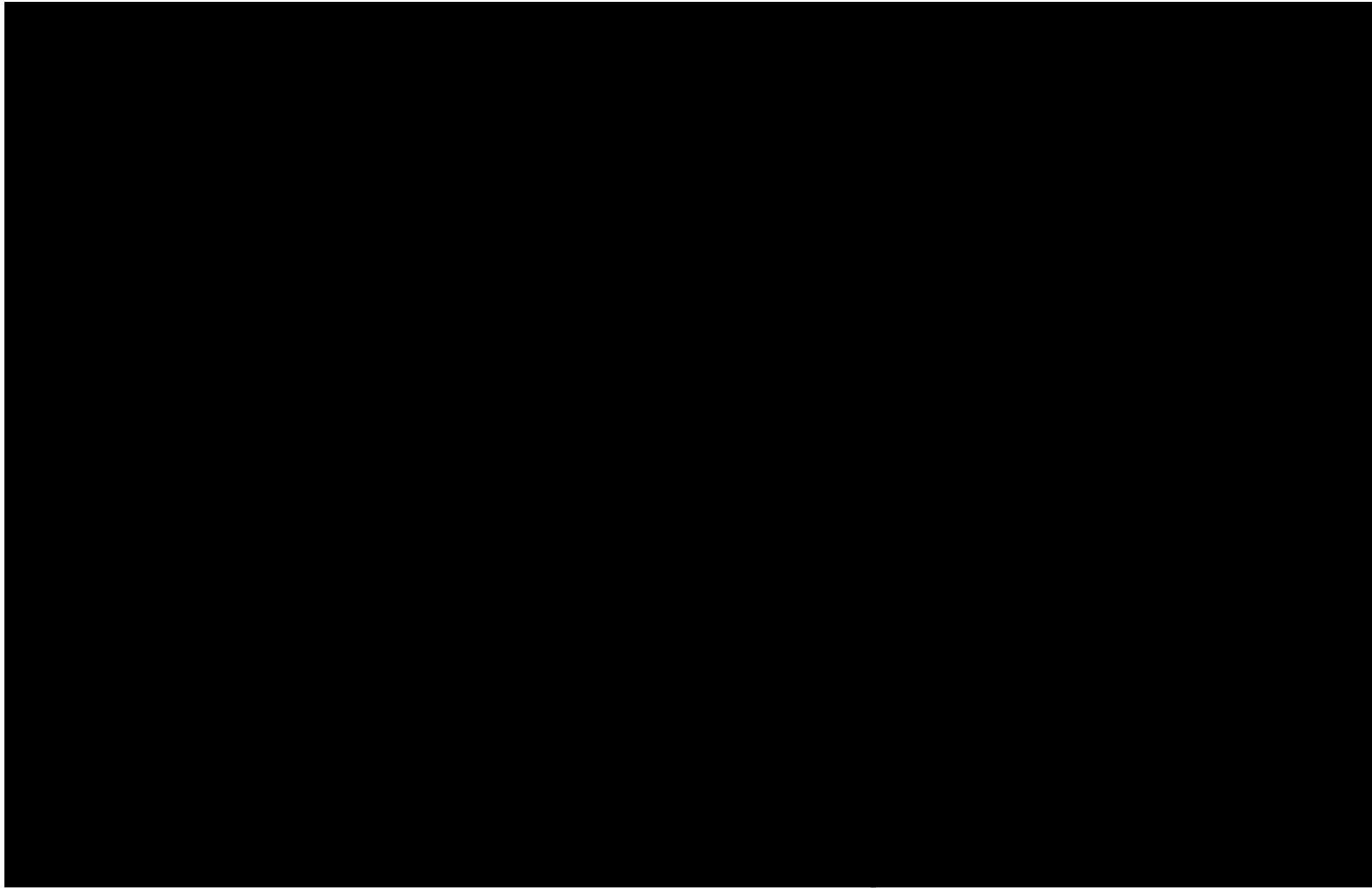


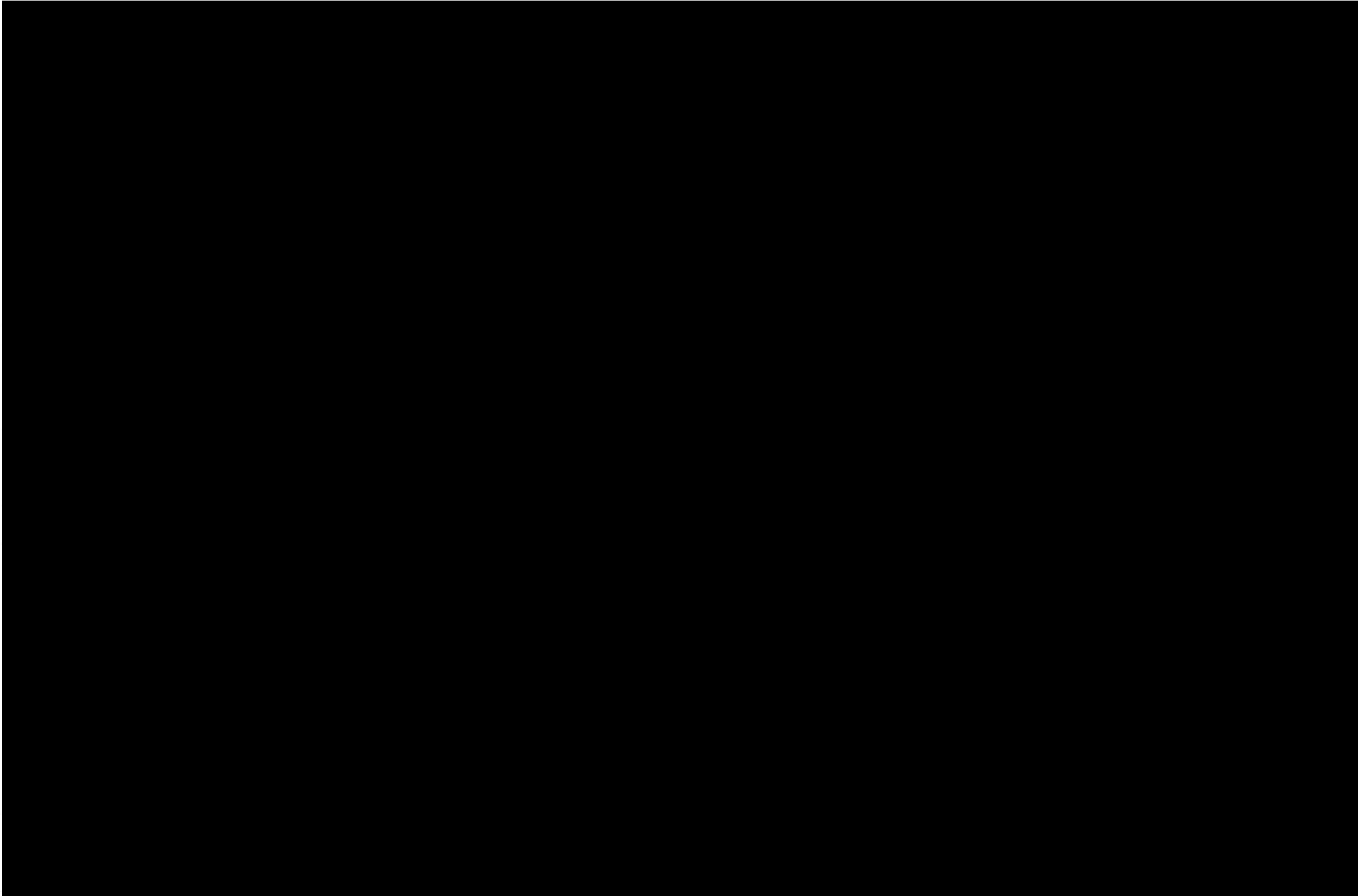


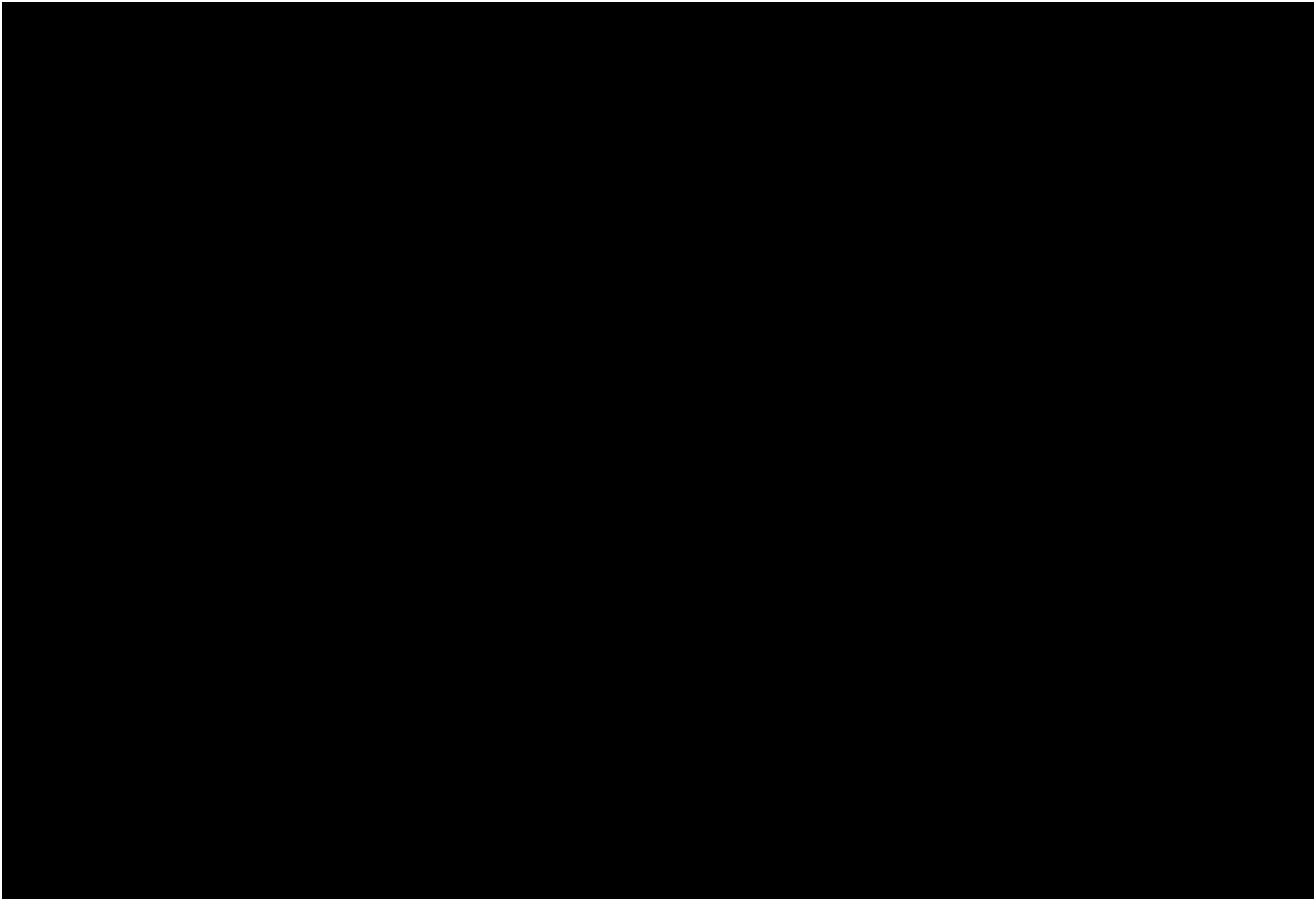


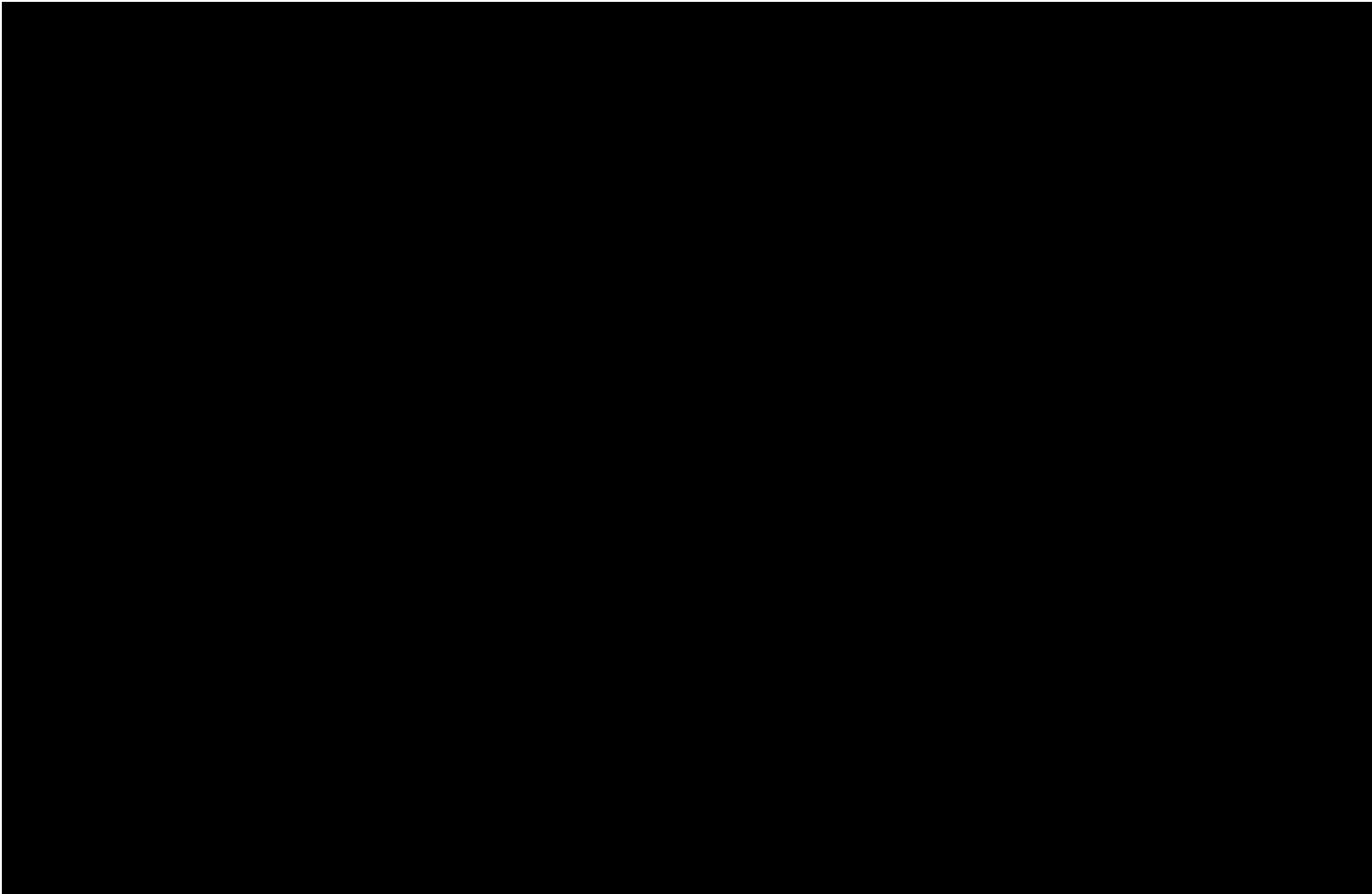


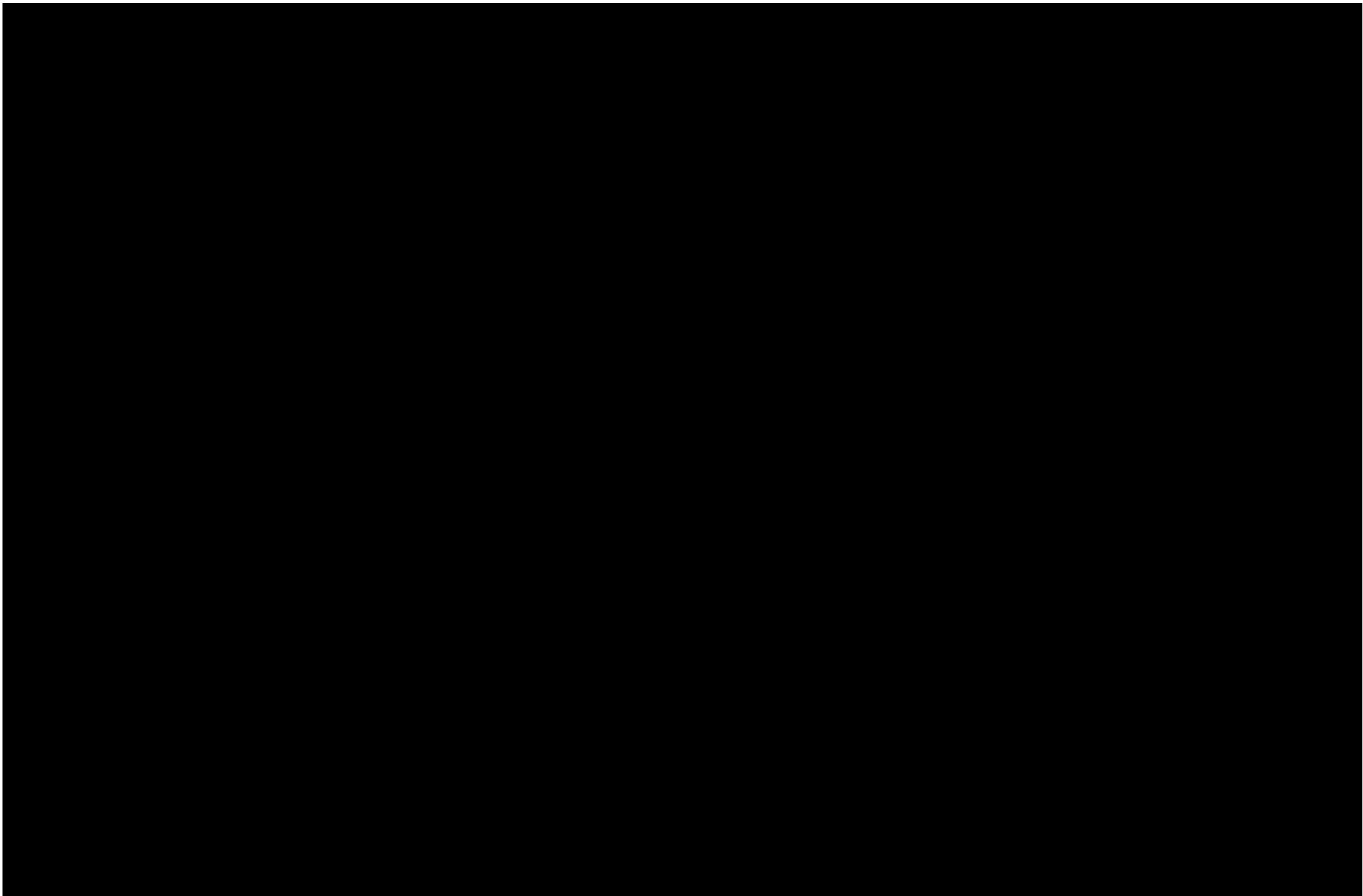


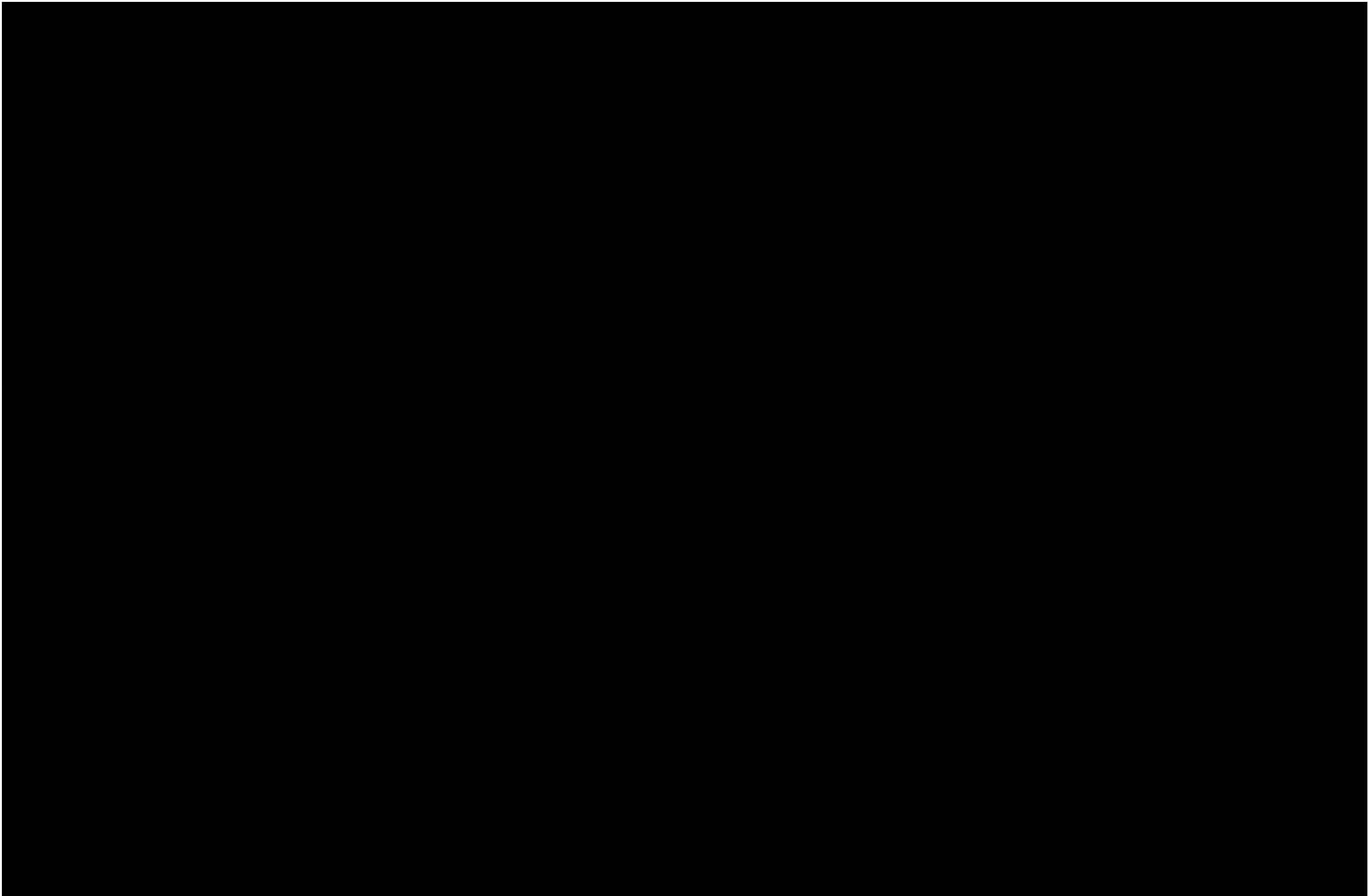








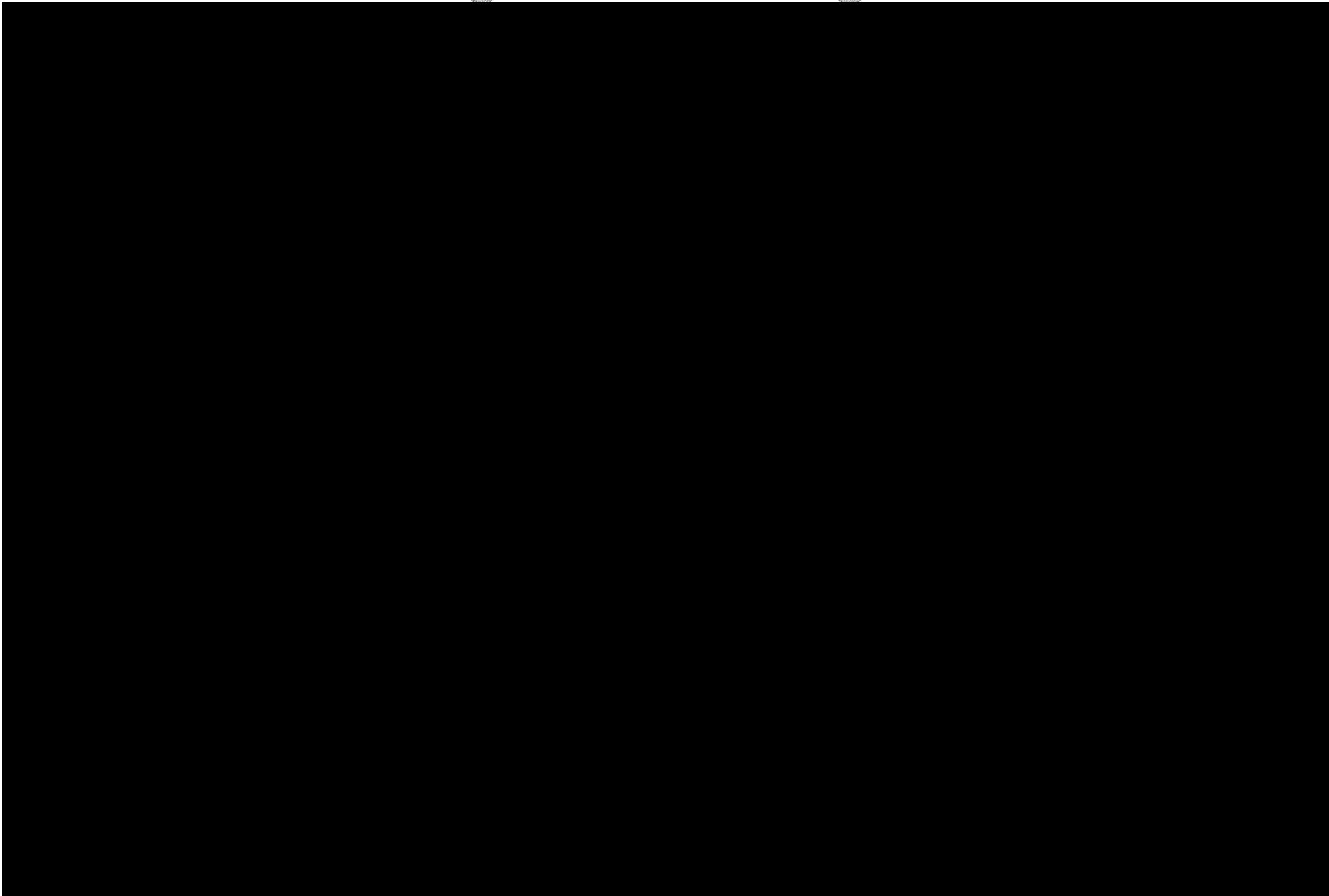


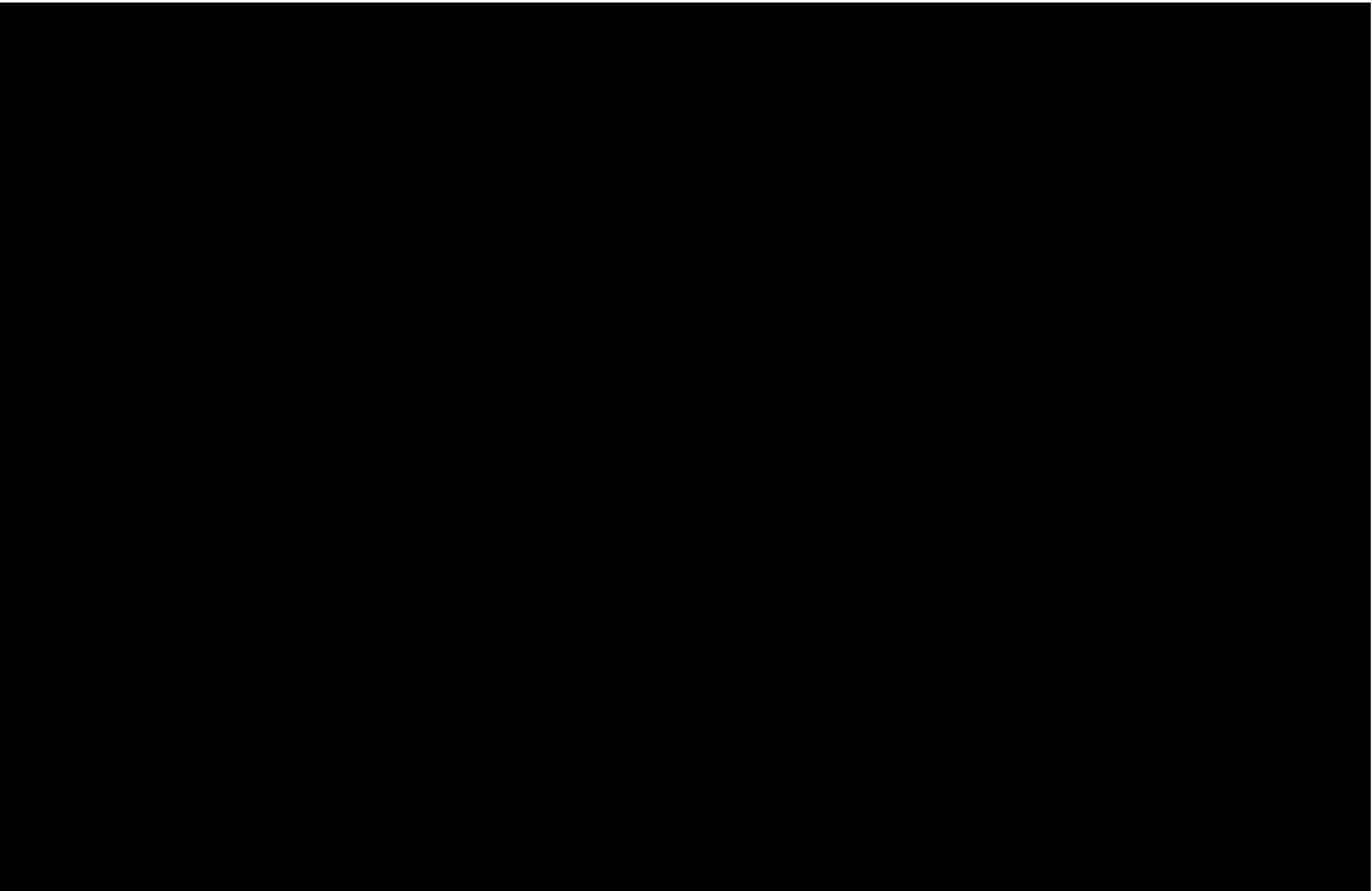


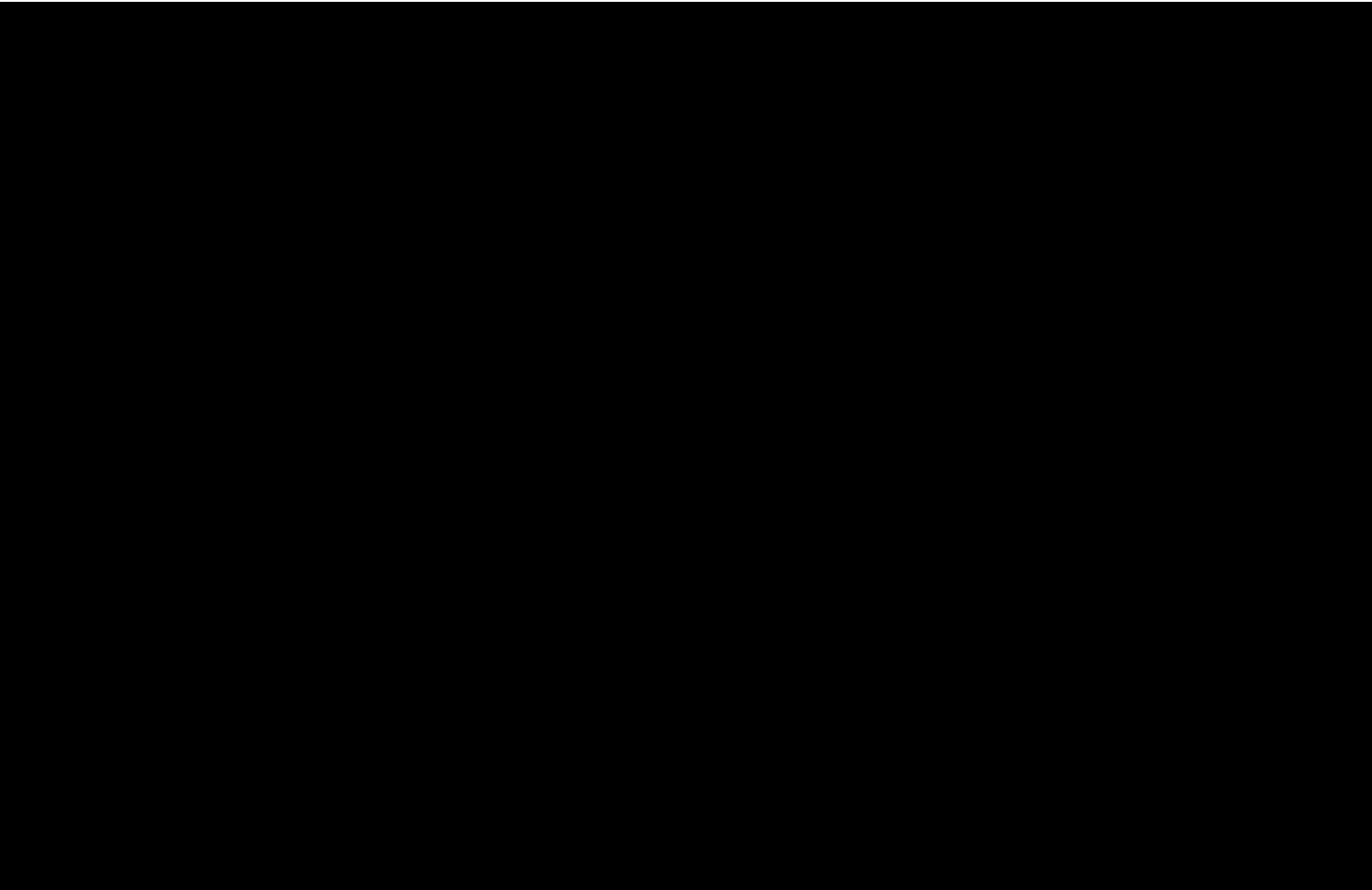


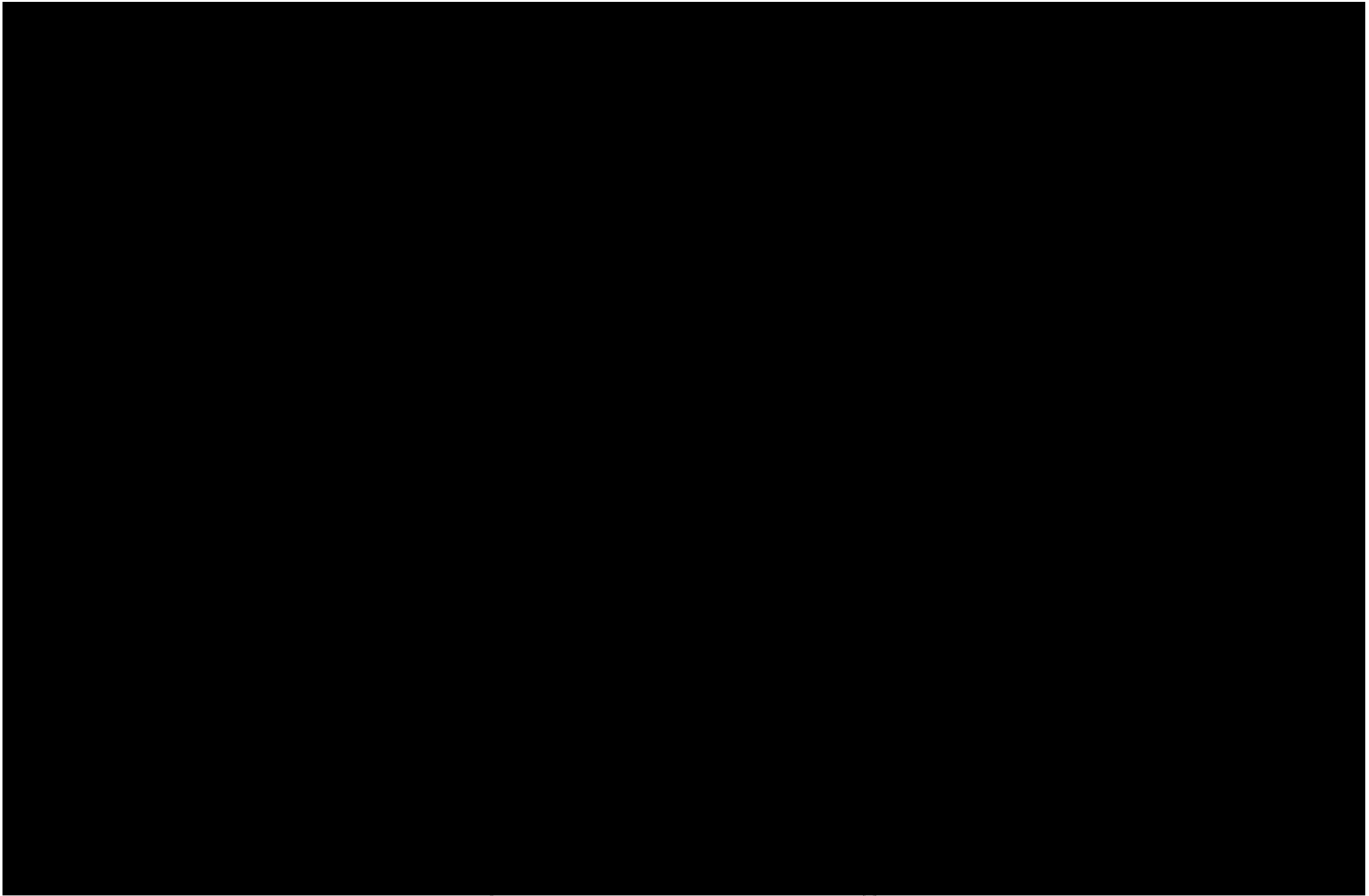


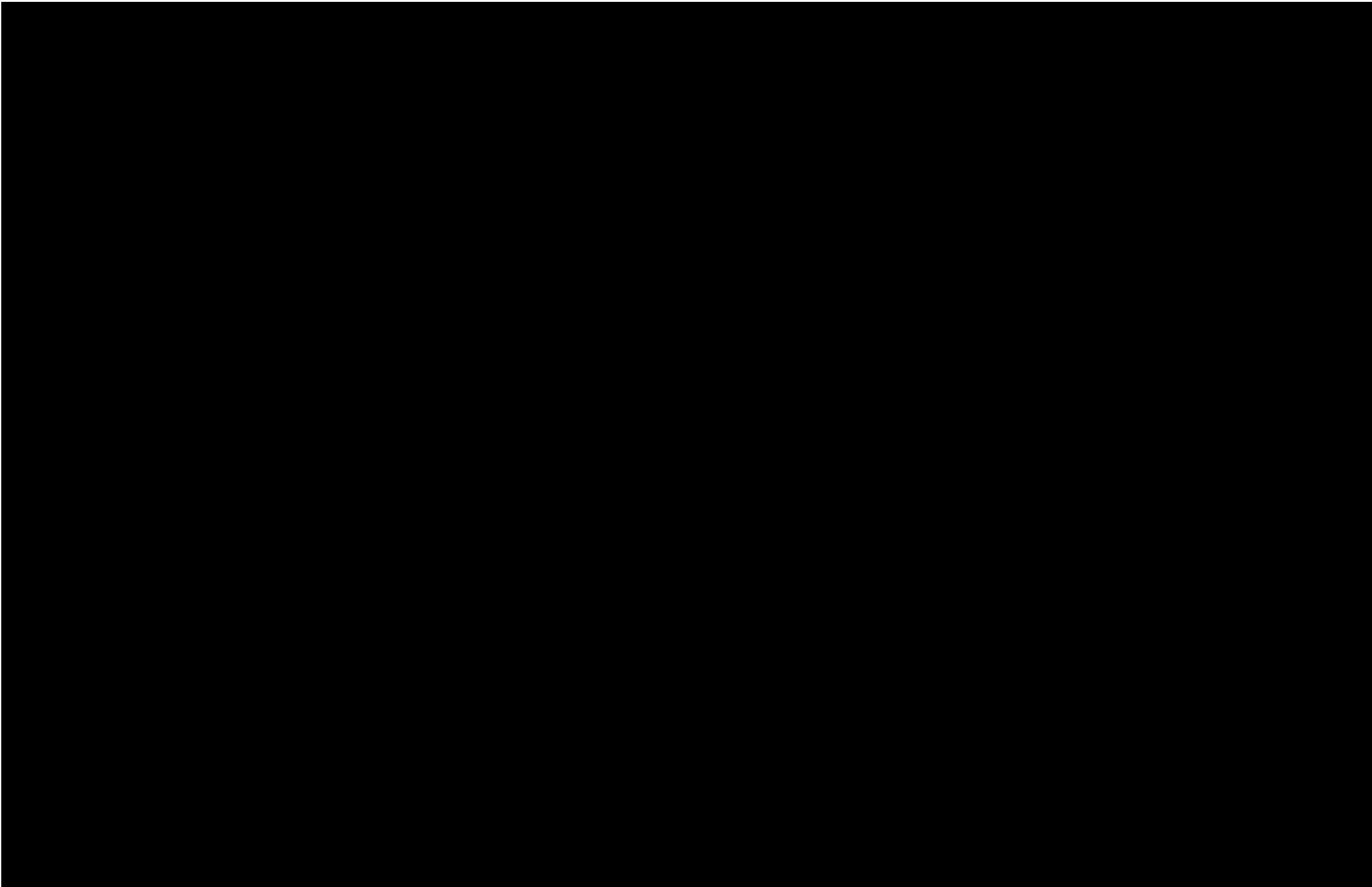


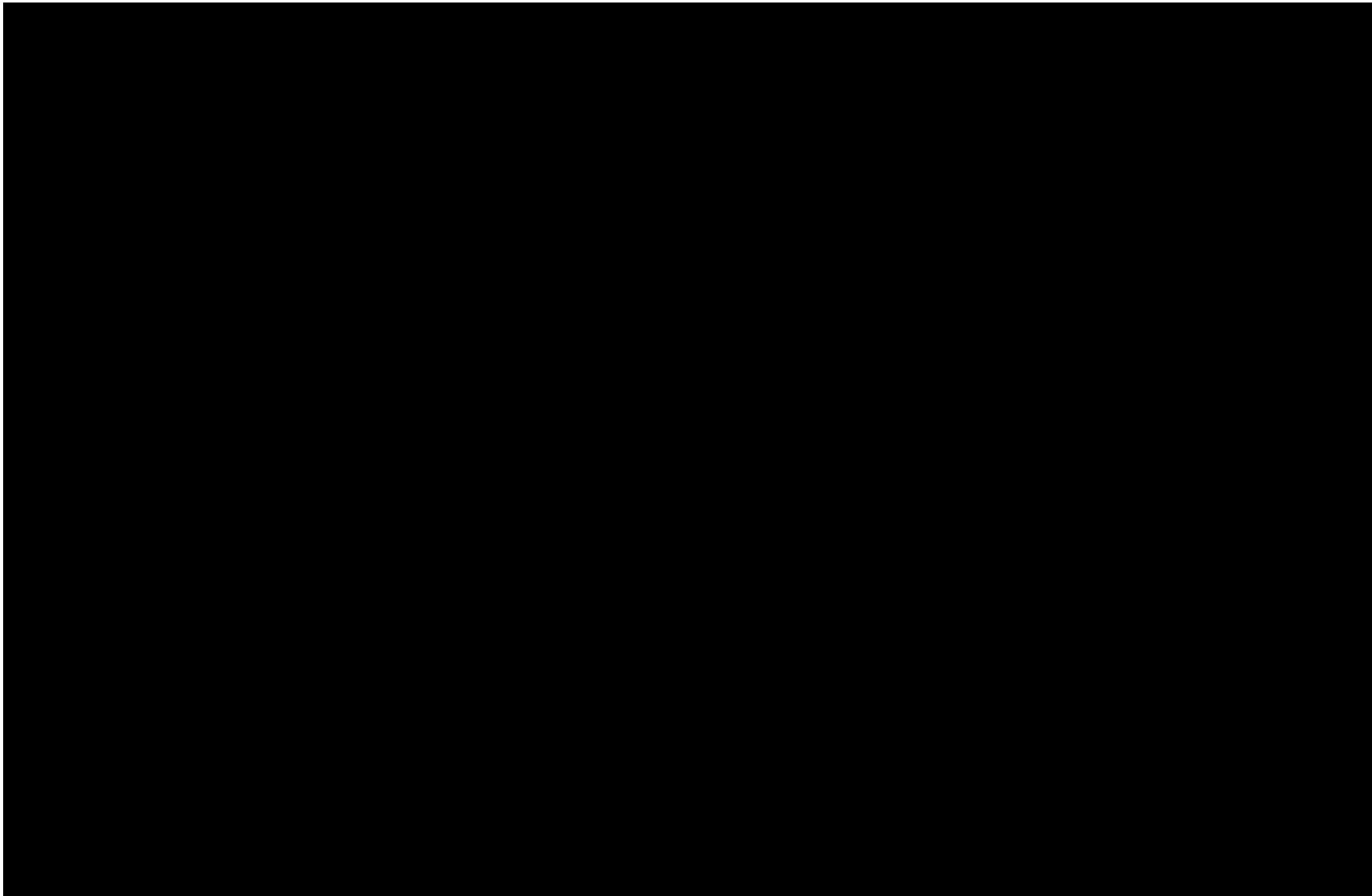


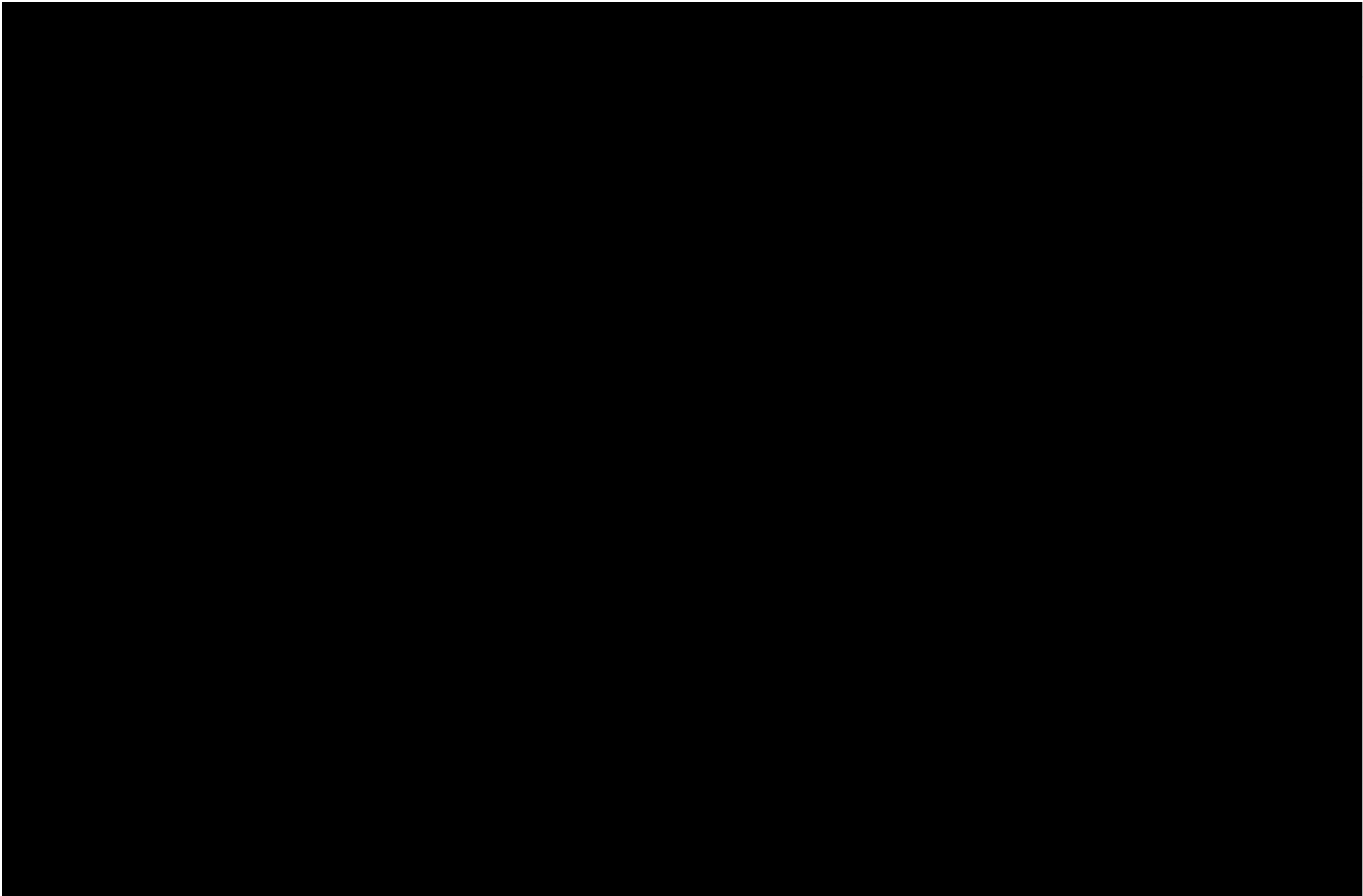


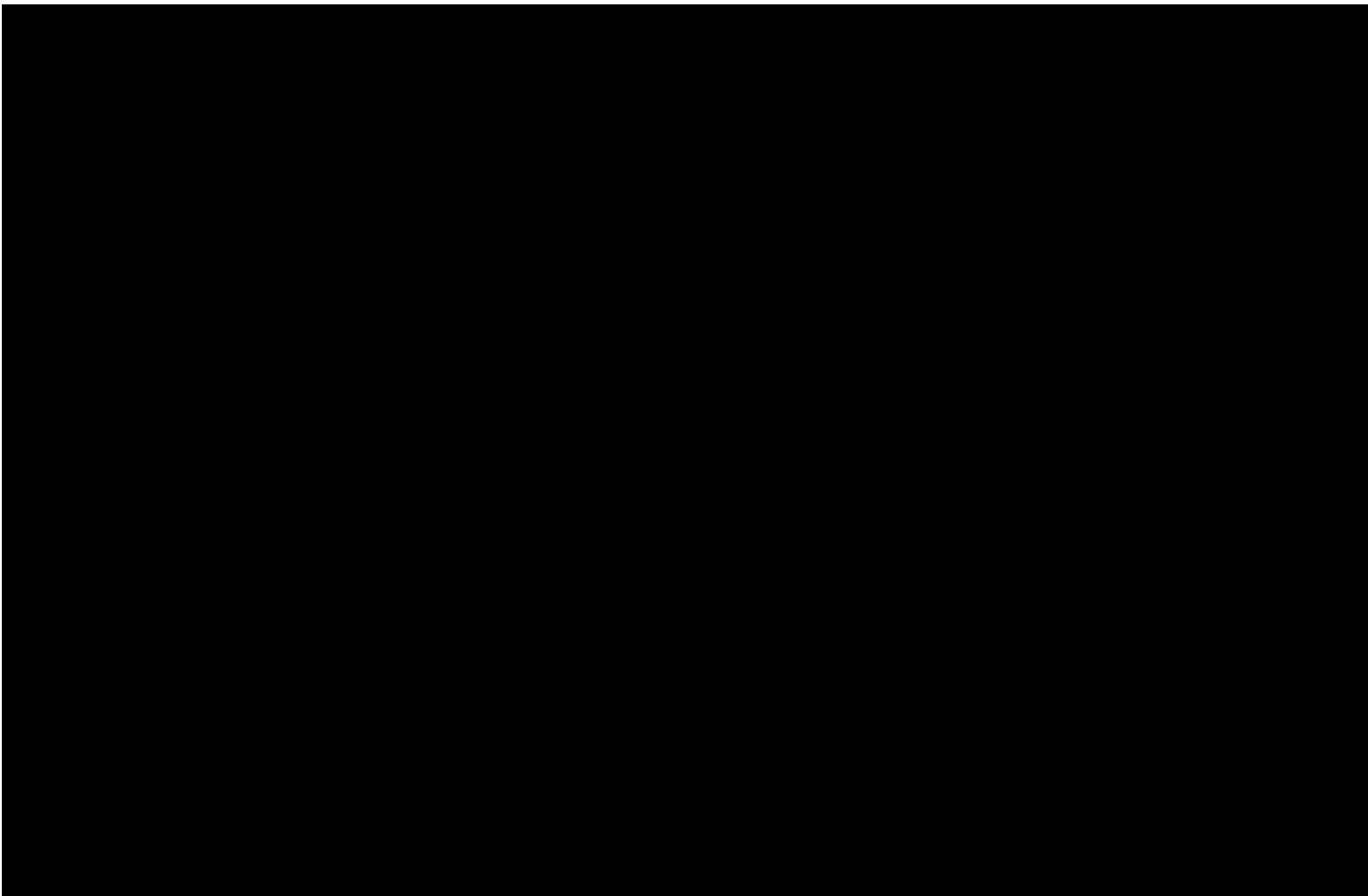


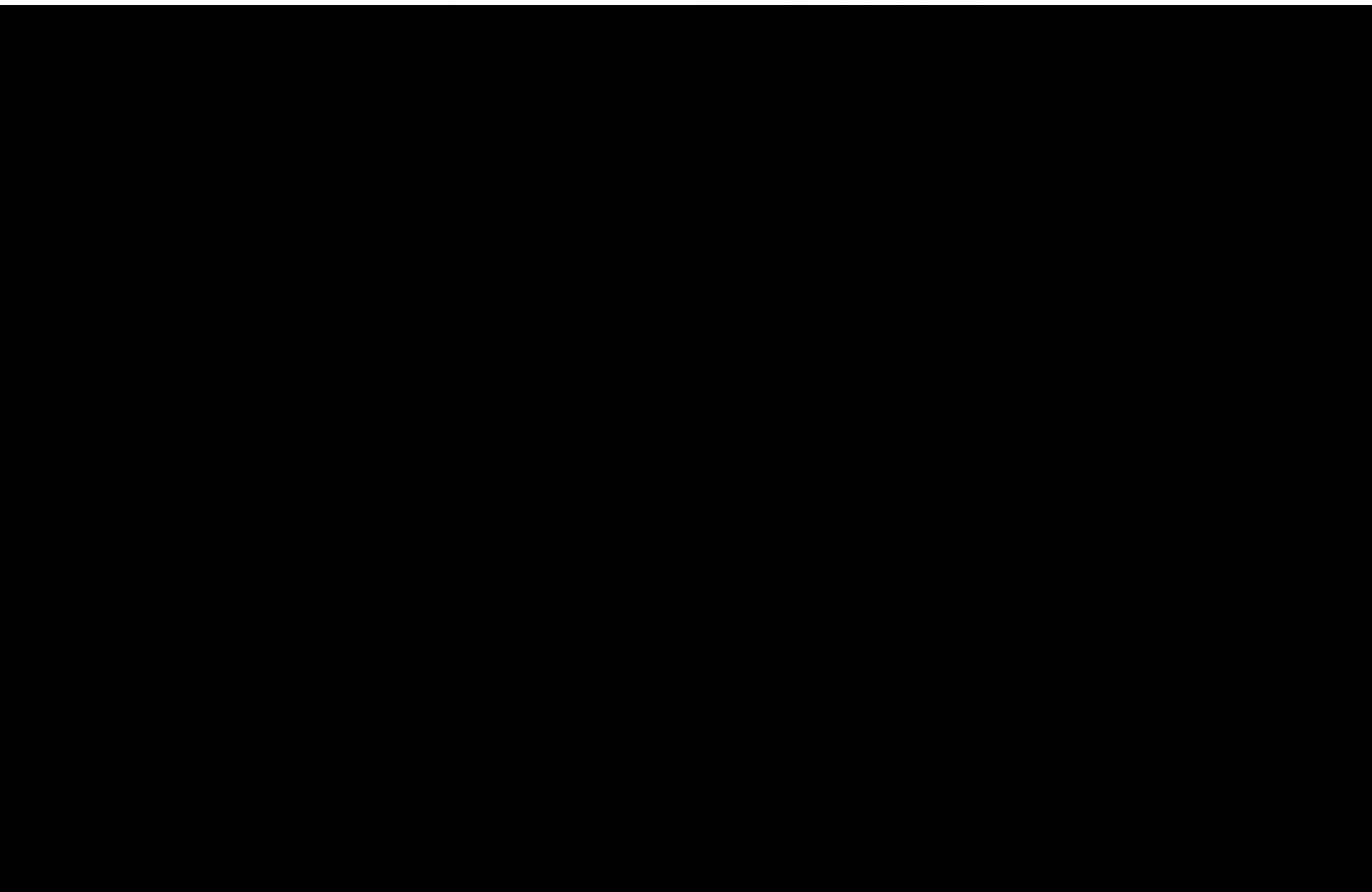




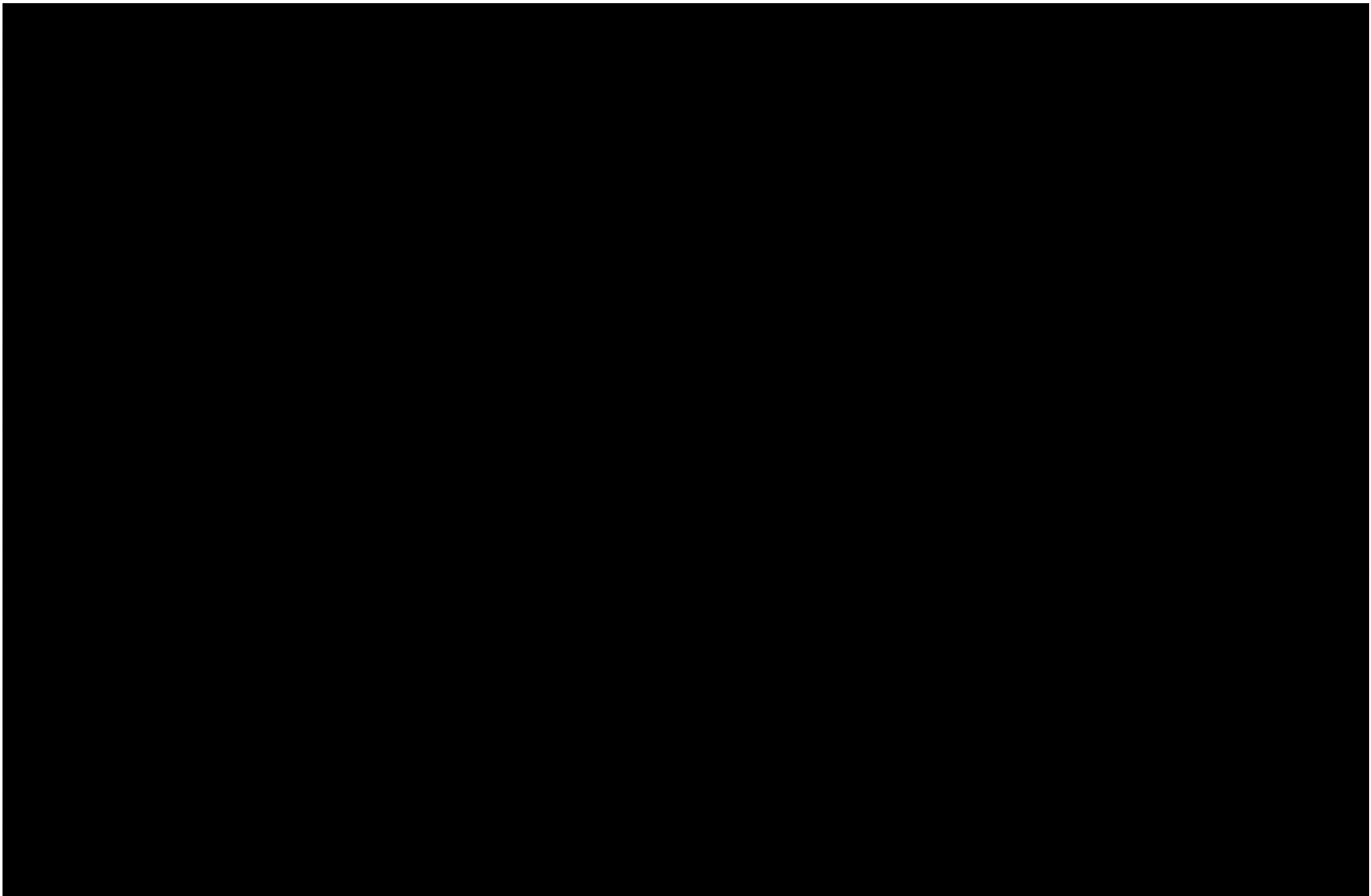


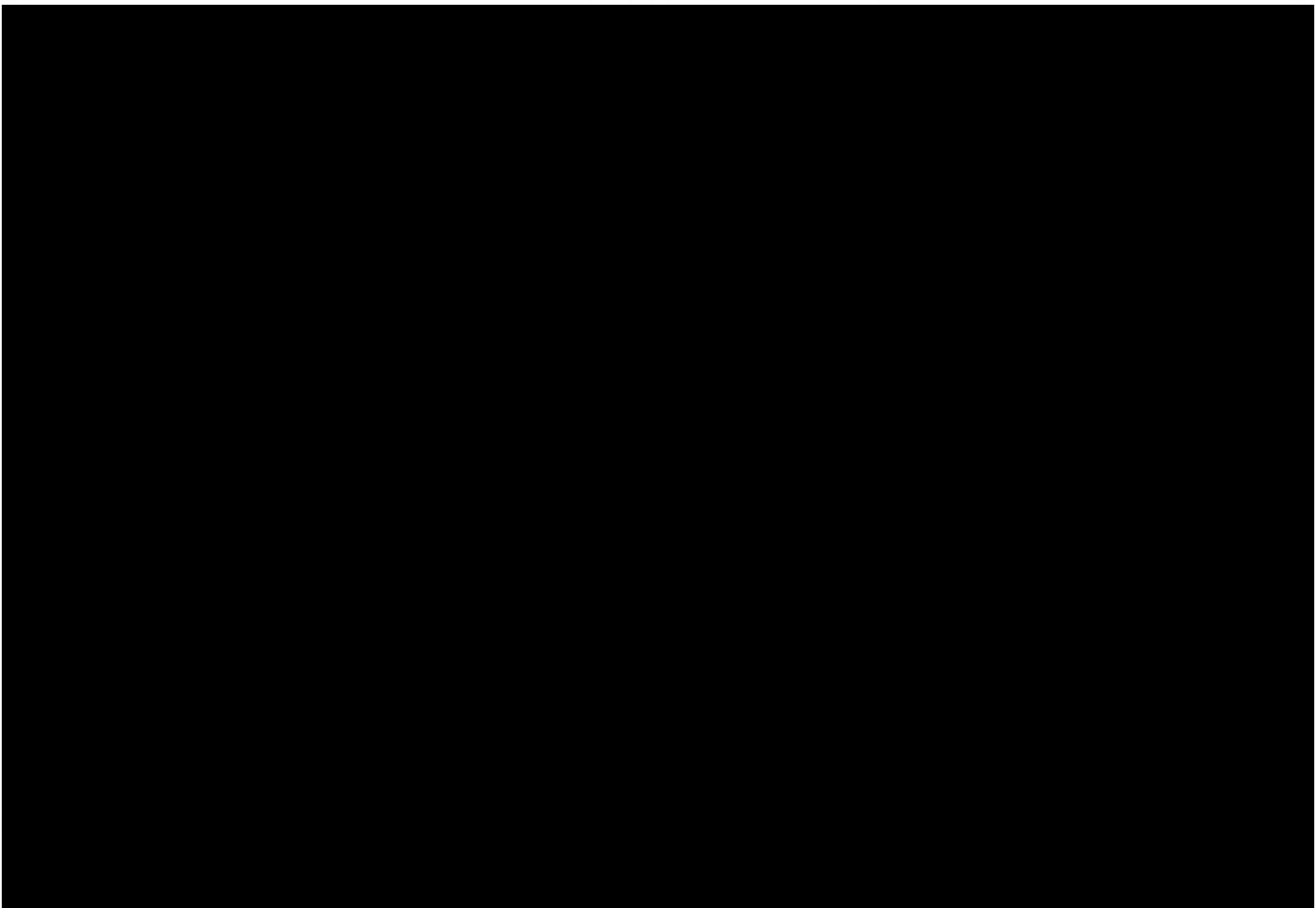


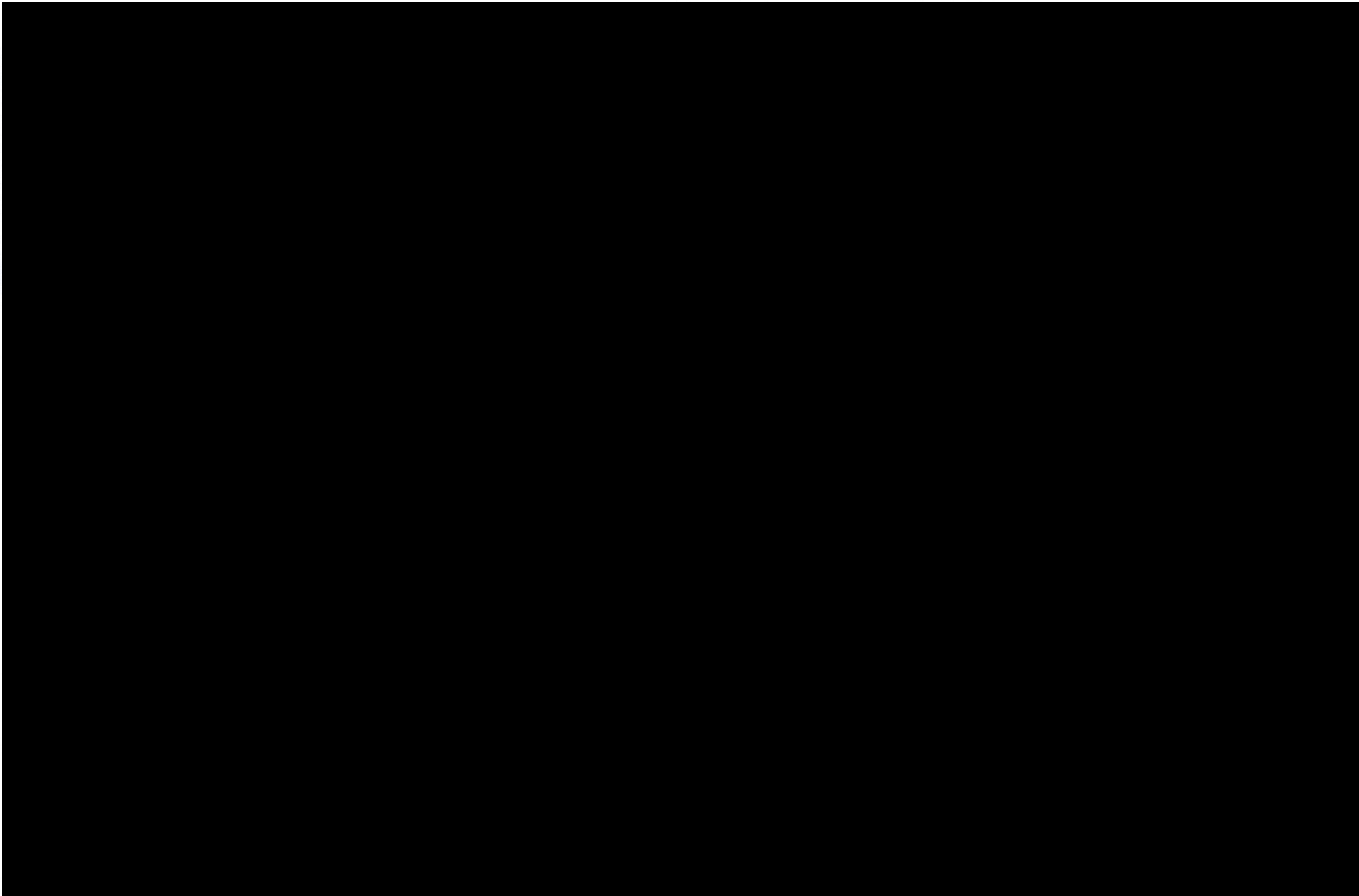












SCHEDULE F8. – TARGET COSTS ESCALATION

