



Execution Version

SYDNEY METRO CITY & SOUTHWEST

Crows Nest Station Development

Construct Only Delivery Deed – Schedules and Exhibits

Contract Number: 505

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Schedule 1. Contract Particulars

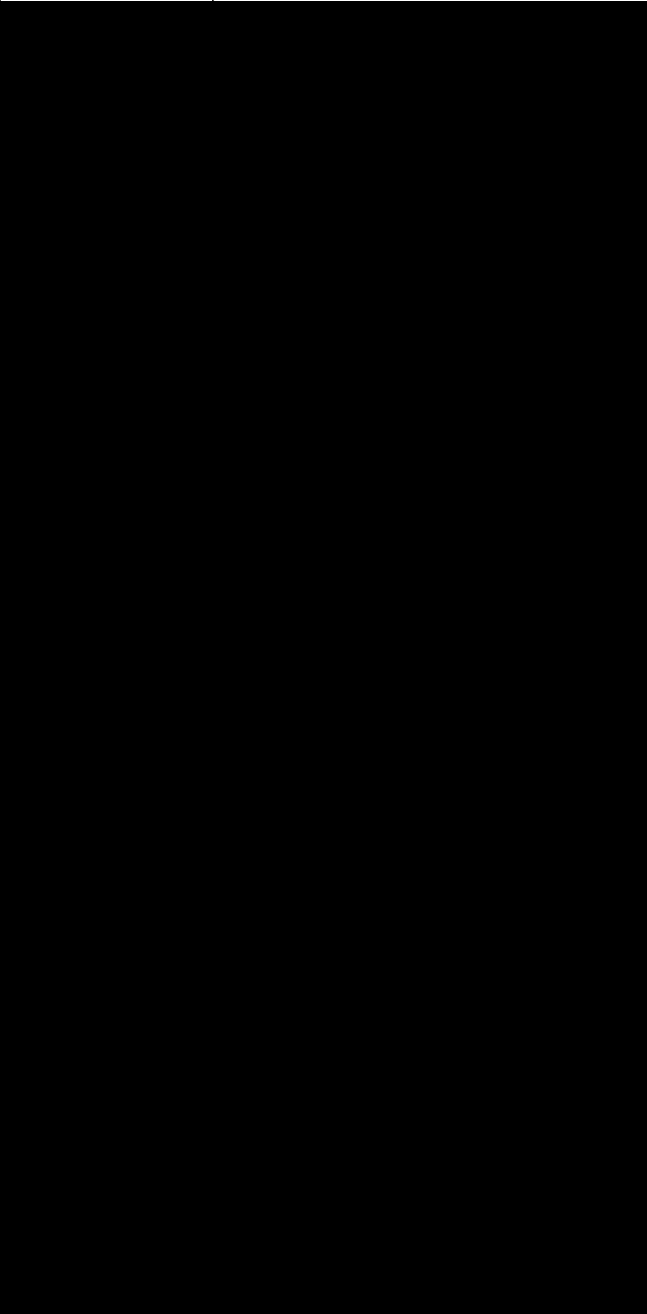
No	Item	Details
1.	BMCS Contractor: (Clause 1.1)	Schneider Electric (Australia) Pty Limited (ABN 42 004 969 304)
2.	CN Contractor: (Clause 1.1)	A.W. Edwards Pty Ltd (ABN 76 000 045 849) Level 2, 131 Sailors Bay Road Northbridge, NSW 2063
3.	CN Station Contract Documents (Clause 1.1)	<p>(a) This Contract;</p> <p>(b) each Parent Company Guarantee;</p> <p>(c) the Independent Certifier Deed;</p> <p>(ca)(if required by the Principal's Representative pursuant to clause 9.5A(c)(i)) the IC Letter of Intent;</p> <p>(d) each Project Cooperation and Integration Deed;</p> <p>(e) the Master Interface Protocols Deed Poll;</p> <p>(f) the Collateral Warranty Deeds Poll;</p> <p>(g) the IDAR Panel Agreement; and</p> <p>(h) any document which the Principal and the CN Contractor acknowledge in writing to be a CN Station Contract Document.</p>
4.	Defects Rectification Period: (Clause 1.1)	<p>There is a separate Defects Rectification Period for the Works and each discrete part of the Third Party Works which:</p> <p>(a) commences:</p> <p>(i) in the case of the Works (other than the Third Party Works), forming part of:</p> <p>(A) the Trackway Portion, on the Date of Substantial Completion; and</p> <p>(B) each other Portion, on the Date of Completion of that Portion; and</p> <p>(ii) in the case of each discrete part of the Third Party Works, when the relevant part</p>

No	Item	Details
		<p>of the Third Party Works is complete, as determined under clause 2.5A(a)(ix), 2.5A(c) or 2.5B(c) (as applicable); and</p> <p>(b) expires:</p> <p>(i) in the case of the Works (other than the Third Party Works), on the later to occur of:</p> <p>(A) [REDACTED]; and</p> <p>(B) in respect of rectification work, [REDACTED] after the date of completion of the rectification work for each Defect notified under clause 8.2; and</p> <p>(ii) in the case of each discrete part of the Third Party Works, on the later to occur of:</p> <p>(A) [REDACTED] after the relevant part of the Third Party Works is complete, as determined under clause 2.5A(a)(ix), 2.5A(c) or 2.5B(c) (as applicable); and</p> <p>(B) in respect of rectification work, [REDACTED] after the date of completion of the rectification work for each Defect notified under clause 8.2.</p>
5.	Design Contractor (Clause 1.1)	SMEC Australia Pty Ltd ABN 47 065 475 149
6.	Environmental Representative: (Clause 9.6)	[REDACTED]
7.	Interface Contractors: (Clause 1.1)	<ul style="list-style-type: none"> • TSE Contractor; • TSOM Contractor; • Operator; • LW Contractor; • each OSD Developer; • ETS Contractor; • Public Art Supplier; and • any entity that is engaged by the Principal with respect to advertising and signage for the Crows Nest Station.

No	Item	Details
8.	L&E Contractor: (Clause 1.1)	ThyssenKrupp Elevator Australia Pty Limited (ABN 12 073 056 149)
9.	Original Contract Price: (Clause 1.1)	
9A.	Baseline Contract Price (Site C OSD): (Clause 1.1)	
10.	Principal's Representative: (Clause 1.1)	
11.	Reports: (Clause 1.1)	None.
12.	Not used	
13.	Working days: (Clause 1.2(m))	Monday to Saturday excluding public holidays in Sydney and rostered days off.
14.	Order of Precedence: (Clause 1.4)	(a) The Contract excluding the Schedules and the Exhibits; then (b) this Schedule 1; then (c) Schedules 1A to 50; then (d) the Station Specification; then (e) Exhibits B to E.
15.	Are Deed Polls in Schedule 16 and Schedule 24 required (Clause 1.5)	No
16.	Names of persons in whose favour the Deed Poll in Schedule 16 and Schedule 24 are required (Clause 1.5)	N/A
17.	Amount for approval of Subcontracts: (Clause 2.2(b)(i))	
18.	Parts of Works requiring approval for particular	

No	Item	Details
	Subcontractor: (Clause 2.2(b))	
19.	Subcontractors required to effect professional indemnity insurance: (Clause 2.2(c))	
20.	Minimum amount of professional indemnity insurance required: (Clause 2.2(c))	
21.	Subcontract prices for which security of payment provisions are required: (Clause 2.2(e)(i))	
22.	Subcontractors required to execute deed in form of Schedule 14: (Clause 2.2(e)(iv)A)	
23.	Warranties required from Subcontractors: (Clause 2.2(f))	Refer to Schedule 10A
24.	Subcontractors to be novated to CN Contractor: (Clause 2.2(g))	
25.	Parent Company Guarantee: (Clause 2.7(g))	
26.	The party responsible for payment of the Long Service Leave Levy is (Clause 2.8)	CN Contractor

No	Item	Details	
27.	The principal contractor under the WHS legislation is: (Clause 2.11)	Person	Period of Appointment
		CN Contractor	<p>From the date on which the CN Contractor is given access to a part of the Site in accordance with this Contract until:</p> <p>(a) in respect of each discrete part of the Third Party Works, the point in time when the relevant discrete part of the Third Party Works has been completed;</p> <p>(b) in respect of the Trackway Portion, the earlier of:</p> <p>(i) the termination of this Contract; and</p> <p>(ii) the Date of Substantial Completion of the Trackway Portion;</p> <p>(c) in respect of each Station Portion, the earlier of:</p> <p>(i) the termination of this Contract; and</p> <p>(ii) the Date of Completion of the relevant Portion; and</p> <p>(d) in respect of any area of the Site which has a Site Access Expiry Date, the date on which the CN Contractor vacates that area of the Site.</p>
		LW Contractor	In respect of the Trackway Portion, from the Date of Substantial Completion of the Trackway Portion.
TSOM Contractor	In respect of each Station Portion, from the Date of Substantial Completion of the relevant Portion.		

No	Item	Details	
28.	Site access preconditions: (Clause 3.1(c)(ii)E)	The CN Contractor has: (a) complied with the preconditions set out in the Site Access Schedule relevant to that part of the Site; and (b) complied with any other restrictions on access in the Station Specification.	
29.	Amount to be applied to Variation costs: (Clause 6.4(b)(ii))	Clause No	Percentage and/or amount (as applicable)
			

No	Item	Details
30.	Provisional Sum Work: (Clause 1.1 and 7.3(a))	

No	Item	Details
31.	Time for submission of update to the Initial CN Contractor's Program: (Clause 10.2(a))	15 Business Days
32.	Causes of delay entitling the CN Contractor to extension of time: (Clause 10.7)	

No	Item	Details

No	Item	Details

No	Item	Details
33.	Causes of delay entitling the CN Contractor to delay damages: (Clause 10.13)	

No	Item	Details

No	Item	Details

No	Item	Details
34.	Maximum daily amount of delay damages: (Clause 10.13(a))	

No	Item	Details
35.	Pre-agreed costs of compression: (Clause 10.15(d)(v)B.1))	
36.	Limit of liability for liquidated damages for delay: (Clause 12.7(e))	[REDACTED] of the Contract Sum
37.	Amount of Contractor's insurance: (Clauses 13.6(a) and 13.6(f)(iii))	<ul style="list-style-type: none"> • Workers compensation insurance [REDACTED] • Construction Plant Insurance [REDACTED] • Professional Indemnity Insurance [REDACTED] • Motor Vehicle Insurance [REDACTED] • Asbestos Liability Insurance [REDACTED] • Insurance required by Law or Change in Law [REDACTED]
38.	Period for Professional Indemnity Insurance: (Clause 13.8(b)(iii))	[REDACTED]
39.	Person in Insolvency Event: (Clause 14.4(a)(i)C)	[REDACTED]

No	Item	Details
40.	Amount for termination for convenience: (Clause 14.10(a)(v))	
41.	Addresses: (Clause 16.1(d)(i)E)	<p>Principal</p> <p>Address: Level 43, 680 George Street Sydney NSW 2000</p> <p>Email: [REDACTED]</p> <p>Attention: [REDACTED]</p> <p>Any Notice in relation to a Claim or a Dispute must also be addressed to the General Counsel – Sydney Metro and sent to [REDACTED]</p> <p>Principal's Representative</p> <p>Address: Level 43, 680 George Street, Sydney NSW 2000</p> <p>Email: [REDACTED]</p> <p>Attention: [REDACTED]</p> <p>Any Notice in relation to a Claim or a Dispute must also be addressed to the General Counsel – Sydney Metro and sent to [REDACTED]</p> <p>CN Contractor</p> <p>Address: Level 1, 131 Sailors Bay Rd Northbridge, NSW 2063</p> <p>Email: [REDACTED]</p> <p>Attention: [REDACTED]</p>
42.	Time for giving notices: (Clauses 17.1(a) and 17.3(a))	10 Business Days
43.	Time for written Claims: (Clauses 17.1(b) and 17.3(c))	20 Business Days after giving notice under clause 17.1(a) or clause 17.2(c) (as applicable)

Schedule 1A. Portions and Milestones

(Clause 1.1)

1. General

- (a) Subject to section 1(c), unless the context requires otherwise, terms which are defined in the Station Specification have the same meaning where used in this Schedule 1A.
- (b) A reference to an area of the Site by an individual area number is a reference to the area of the Site so numbered and described in the drawings described in section 2 of this Schedule 1A.
- (c) In this Schedule 1A:
 - (i) **Degree 1 Activities Completion** means the stage in execution of CN Contractor's Activities in respect of a specified part of the Works when all of the activities identified as "Degree 1 Activities" in Table 4 in Appendix 1 to this Schedule 1A have been completed, as applicable, in accordance with this Contract;
 - (ii) **Degree 2 Activities Completion** means the stage in execution of CN Contractor's Activities in respect of a specified part of the Works when all of the activities identified as "Degree 2 Activities" in Table 4 in Appendix 1 to this Schedule 1A have been completed, as applicable, in accordance with this Contract; and
 - (iii) **Degree 3 Activities Completion** means the stage in execution of CN Contractor's Activities in respect of a specified part of the Works when all of the activities identified as "Degree 3 Activities" in Table 4 in Appendix 1 to this Schedule 1A have been completed, as applicable, in accordance with this Contract.

2. **Portion and Milestone Drawings**

The drawings of the areas of the Site referred to in this Schedule 1A are set out in Table 1 below.

Table 1: Drawings

Drawing Number	Revision	Drawing Title and number of sheets	Electronic File Reference
SMCSWSCN-SMC-SCN-IF-DWG-150200	A	Interface Contractor Access Portions and Milestones Cover Page	SMCSWSCN-SMC-SCN-IF-DWG-150200.A.INF.A.01
SMCSWSCN-SMC-SCN-IF-DWG-150201	A	Interface Contractor Access Portions and Milestones Drawing List	SMCSWSCN-SMC-SCN-IF-DWG-150201.A.INF.A.01
SMCSWSCN-SMC-SCN-IF-DWG-150210	A	Interface Contractor Access Portions and Milestones Plan B6 B5 B4 Levels (Sheet 1 of 5)	SMCSWSCN-SMC-SCN-IF-DWG-150210.A.INF.A.01
SMCSWSCN-SMC-SCN-IF-DWG-150211	A	Interface Contractor Access Portions and Milestones Plan B3 B2 B1 Levels (Sheet 2 of 5)	SMCSWSCN-SMC-SCN-IF-DWG-150211.A.INF.A.01
SMCSWSCN-SMC-SCN-IF-DWG-150213	A	Interface Contractor Access Portions and Milestones Plan B0, 00 Levels (Sheet 3 of 5)	SMCSWSCN-SMC-SCN-IF-DWG-150213.A.INF.A.01
SMCSWSCN-SMC-SCN-IF-DWG-150214	A	Interface Contractor Access Portions and Milestones Plan L1, L2 Levels (Sheet 4 of 5)	SMCSWSCN-SMC-SCN-IF-DWG-150214.A.INF.A.01
SMCSWSCN-SMC-SCN-IF-DWG-150215	A	Interface Contractor Access Portions and Milestones Sections (Sheet 5 of 5)	SMCSWSCN-SMC-SCN-IF-DWG-150215.A.INF.A.01

Part A: Portions

Table 2: Portions

Portion	Description	Date for Substantial Completion	Liquidated damages post Date for Substantial Completion (\$/day)	Date for Substantial Completion	Liquidated damages post Date for Substantial Completion (\$/day)
Portion 1					

Portion	Description	Date for Substantial Completion	Liquidated damages post Date for Substantial Completion (\$/day)	Date for Completion	Liquidated damages post Date for Completion (\$/day)
Portion 2					

Part B: Milestones

Table 3: Milestones

Milestone	Description	Date for Milestone Achievement	Liquidated damages post Milestone Date for Achievement (\$/day)
Milestone 1			
Milestone 2			

Milestone	Description	Date for Milestone Achievement	Liquidated damages post Milestone Date for Achievement (\$/day)
Milestone 3			
Milestone 4			

Milestone	Description	Date for Milestone Achievement	for	Liquidated damages post Milestone Achievement (\$/day)
Milestone 5				

Milestone	Description	Date for Milestone Achievement	for	Liquidated damages post Milestone Achievement (\$/day)
Milestone 6				

APPENDIX 1 – DEGREES OF COMPLETION

Table 4: Activities for Degrees of Activities Completion

Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
<p>1.1 Structure or building complete, clean, dry and watertight.</p> <p>1.2 All tunnels, cross passages and adits structurally complete, clean, dry and watertight including backfilling, joints and stitches complete.</p> <p>1.3 Blockwalls, partition walls, all plinths and upstands complete.</p> <p>1.4 Sealing of blockwork, plastering, painting, floor screeding and epoxy floor paint complete, i.e. all wet trades complete.</p> <p>1.5 Structure or building as-built survey complete.</p> <p>1.6 Structural and blockwork electrical and mechanical openings formed and survey complete.</p> <p>1.7 Movement and expansion joints complete.</p> <p>1.8 Track and platform slab and overtrack and undertrack air duct complete including survey.</p> <p>1.9 Staircases, lift shafts, lift pits, escalator/moving walkway pits and escalator areas complete.</p>	<p>2.1 All activities identified for Degree 1 Activities Completion complete.</p> <p>2.2 Permanent door frames installed with temporary doors and locks.</p> <p>2.3 Metal staircases, cat-ladders and catwalks complete.</p> <p>2.4 Structural steelwork and associated interface brackets complete including provisions for lift shafts, platform screen doors and surveys accepted.</p> <p>2.5 Louvres and grilles installed.</p> <p>2.6 Wall and ceiling finishes complete for back of house.</p> <p>2.7 Framework for wall panels and cladding complete.</p> <p>2.8 Complete mounting brackets, hangers supports, primary ceiling support frames, power and data points for Interface Contractors.</p> <p>2.9 Air tight and acoustic doors for all air plenums installed.</p> <p>2.10 Joinery / framing / counter for supporting Interface Contractor equipment available.</p>	<p>3.1 All activities identified for Degree 2 Activities Completion complete.</p> <p>3.2 Electrical and mechanical critical equipment room installation and main cabling complete.</p> <p>3.3 HV and LV power related equipment installation and cabling complete.</p> <p>3.4 All works in HV and LV power supply electrical equipment rooms including installation of permanent doors complete.</p> <p>3.5 Headwall, tailwall and auxiliary communication cupboards installation including all associated electrical and mechanical services complete.</p> <p>3.6 Ceiling framework and grids complete and all service panels that accommodate Interfacing Contractors' equipment installed.</p> <p>3.7 Ceiling, wall and floor final finishes at lift lobbies / balustrades, barriers and landings and adjacent to escalators complete.</p> <p>3.8 Installation for lift and escalator zones complete.</p>

Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
1.10 Construction equipment and scaffolding and falsework removed from all track areas.	2.11 Complete pedestal fixing brackets and installation of floor panels for raised floors.	3.9 Smoke curtain, roller shutters, fire shutters and smoke barriers installation complete.
1.11 Underground earth mat, earth rods, lightning pits and earth pits complete and test results accepted.	2.12 Temporary air conditioning available and operational.	3.10 Wiring and termination to roller shutters, fire shutters and smoke barriers complete.
1.12 Underground pipework complete, cleaned and tested including manholes ductwork, valve pits and drawpits.	2.13 Installation of cable containment and support systems complete, including ladder racks, cable trays, cable trunking and conduits, brackets anchors and guides.	3.11 Platform isolation and platform floor finishes up the platform screen doors threshold complete.
1.13 Sumps complete with temporary pumps operational.	2.14 Completion of the activities described in Table 5 as being Degree 2 Provision Activities.	3.12 All internal and external finishes to all floors, walls and ceilings complete.
1.14 Drainage system including oil interceptors, terminal manholes and discharge connections complete with temporary pumps operational.	2.15 Completion of the activities described in Table 6 as being Building Services First Fix Activities.	3.13 All openings, accesses and service penetrations sealed.
1.15 Trackbed / base slab / trackside upstands, track turnout slabs and cross track ducts complete.		3.14 All signage wiring and termination complete.
1.16 Louvres and acoustic panel frames to trackside areas complete, including station overrun structure.		3.15 All door contact wiring complete.
1.17 All works areas backfilled or formed to required formation level.		3.16 All permanent portable fire extinguisher complete and all related fire services requirements complete.
1.18 Water-tightness testing to all tanks complete.		3.17 Completion of the activities described in Table 5 as being Degree 3 Provision Activities.
1.19 Waterproofing complete.		3.18 Completion of the activities described in Table 6 as being Building Services Second Fix Activities.

Degree 1 Activities	Degree 2 Activities	Degree 3 Activities
<p>1.20 Confirmation of final positions of openings, holes, recesses, chases, and fixings after concreting.</p> <p>1.21 Installation of concealed conduits (with fixings and sleeves to be cast in concrete) complete, including accessories and draw wires.</p> <p>1.22 Temporary safety barriers at landings and at all lift shafts and floor openings.</p> <p>1.23 Lift shaft alignment, location of penetrations and openings surveyed and accepted.</p> <p>1.24 All access requirements for Interface Contractors as specified in the Station Specification are provided.</p> <p>1.25 Completion of the activities described in Table 5 as being Degree 1 Provision Activities.</p>		

Table 5: Provision Activities for Interface Contractors

Degree 1 Provision Activities	Degree 2 Provision Activities	Degree 3 Provision Activities
<p>1.1 Cast-in sockets, cable supports and pipe brackets complete.</p> <p>1.2 Supports / subframe for trackside advertising panel complete.</p> <p>1.3 Temporary power and lighting complete.</p> <p>1.4 Temporary ventilation complete.</p> <p>1.5 Plant access and material delivery routes clear with permanent frames for delivery or access hatches installed.</p> <p>1.6 Lifting facilities (beams, lugs and eyes) complete and certified.</p> <p>1.7 Niches, recesses and box outs complete.</p> <p>1.8 Cable troughs and trenches complete.</p> <p>1.9 Cable duct runs / risers complete.</p> <p>1.10 Concealed trunking and conduit complete.</p> <p>1.11 Sleeves for penetrations complete.</p> <p>1.12 Works and storage areas available.</p> <p>1.13 Flood protection provision(s) installed.</p> <p>1.14 Survey reference lines and benchmark.</p> <p>1.15 Top plate and hanger beams at concourse level complete.</p>	<p>2.1 Clean, safe and dust free access for Interface Contractors.</p> <p>2.2 Site facilities are in place for use by the Interface Contractors, in accordance with the Station Specification.</p>	<p>Nil</p>

Table 6: Activities for Building Services Fix Stages

Part of the Metro Station Works	Building Services First Fix Activities	Building Services Second Fix Activities
Environmental control system	<p>The installation of all environmental control system equipment complete, including chillers, pumps, control panels for chillers, cooling tower, motor control centres, fans, split units, air handling units, primary air units and fan coil units.</p> <p>The installation of all duct work and pipe work systems complete, including valves, silencers, dampers, access panels, supports, anchors and guides.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>Insulation of all ductwork and pipework systems complete.</p> <p>Leakage test for all ductwork and pipework complete.</p> <p>Power and control cabling / wiring with termination complete.</p>
LV power supply and distribution system and electrical system	<p>The installation of switchboards, main earthing system, bonding, termination complete and test results accepted.</p> <p>Installation of cable containment and support systems complete, including ladder racks, cable trays, cable trunking and conduits, brackets anchors and guides.</p>	<p>Installation of all isolators, fused spur units, sockets, lighting and exit signs, distribution boards and UPS / batteries complete.</p> <p>Installation and testing of all circuitry including cabling / wiring and termination at isolators, fused spur units, sockets, lighting and exit signs, switchboards, distribution boards, UPS / batteries, power and control points, advertising panels, directional signs complete.</p> <p>All electrical testing and commissioning works for the power supply electrical rooms completed ready for operation.</p>
Hydraulic services	<p>The installation of all pumps for flushing water system, sump pumps, potable water system and drainage system complete.</p> <p>The installation of all pipe runs, with associated valves, supports, anchors and guides complete.</p>	<p>Installation of the controls for the flushing water system, sump pumps, potable water and drainage system complete.</p> <p>The power and control cabling / wiring with termination complete.</p>

Part of the Metro Station Works	Building Services First Fix Activities	Building Services Second Fix Activities
	All sectional testing complete, where necessary due to concealment or other construction constraints.	The hydraulic testing of all piping systems for the pumps and associated pipework complete.
Fire services system	<p>The installation of all pump-motor sets for sprinkler system, gaseous suppression system, fire hydrant/hose reel system and trackside firefighting systems complete.</p> <p>The installation of all pipe runs, with associated valves, supports, anchors and guides complete.</p> <p>The cable containment and support systems for fire services system complete.</p> <p>All sectional testing complete, where necessary due to concealment or other construction constraints.</p>	<p>The installation of all control and monitoring for sprinkler system, gaseous suppression system, fire hydrant / hose reel system and trackside firefighting systems at both the local fire control panels and integrated back-up panels complete.</p> <p>The installation and termination of all power and control cabling / wiring complete.</p> <p>The hydraulic testing of all pipework complete.</p> <p>All cabling / wiring with termination at automatic fire alarm (AFA) system panels and AFA loops complete.</p> <p>The installation of detector base plates and remote indicators.</p>
Building management control system	The installation of building management control system equipment complete, including building services controllers, PLC panel and station environmental control system controllers.	Cabling and wiring for the building management control system complete, with termination at the station building services controllers, station environmental control system controllers, fire services control panels, LV switchboards, motor control centres, integrated back-up panels, power and control system and other station based control system equipment.

Schedule 1B. Substantial Completion and Completion

(Clause 1.1)

1. Trackway Portion

In respect of the Trackway Portion:

"Substantial Completion" means the stage in the execution of the CN Contractor's Activities in respect of the Trackway Portion when:

- (a) the Portion is, complete in accordance with this Contract except for:
 - (i) Minor Defects;
 - (ii) Agreed Defects; and
 - (iii) Accepted Defects;
- (b) the CN Contractor has:
 - (i) carried out and passed all tests that:
 - (A) are required under this Contract to be carried out and passed before the Portion reaches Substantial Completion; or
 - (B) must necessarily be carried out and passed to verify that the Portion is in the condition this Contract requires the Portion (as the case may be) to be in at Substantial Completion;
 - (ii) without limiting clause 2.3(c), obtained all Authority Approvals that it is required under this Contract to obtain before Substantial Completion of the Trackway Portion and provided such Authority Approvals to the Principal's Representative;
 - (iii) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all documents or other information in respect of the construction, testing, commissioning, completion, occupation, use and maintenance of the Trackway Portion which are required by this Contract to be given to the Principal's Representative prior to Substantial Completion of the Trackway Portion being achieved, including copies of all documentation in accordance with the requirements of the Station Specification;
 - (iv) executed a certificate in the form of Schedule 21 for the Trackway Portion and provided it to the Principal's Representative and the Independent Certifier;
 - (v) removed all Construction Plant from the parts of the Site that relate to the Trackway Portion, other than:
 - (A) any Construction Plant required to carry out those Post Completion Activities; and

- (B) any Construction Plant necessary to facilitate the handover of the Trackway Portion to the Principal or which is required to be retained on the Site in accordance with clause 7.7(c) (where approved by the Principal's Representative in accordance with clause 7.7(c));
- (vi) in respect of any Extra Land occupied or used in connection with the Trackway Portion, provided the Principal's Representative with:
 - (A) properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (B) if the relevant Landowner or occupier, or other person having an interest in that Extra Land, has failed or refused to execute such a release within [REDACTED] after it was provided by the CN Contractor to the owner, occupier or other person:
 - (aa) copies of all correspondence between the CN Contractor and the owner, occupier or other person; and
 - (bb) evidence that the condition of the Extra Land satisfies the requirements of this Contract;
- (vii) reinstated the Temporary Areas that relate to the Trackway Portion to a condition at least equivalent to the condition existing before that occupation or use;
- (viii) submitted to the Principal's Representative a survey certificate (within the meaning of that term in the *Surveying and Spatial Information Regulation 2012* (NSW)) signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) who is approved by the Principal's Representative stating that:
 - (A) the whole of the Trackway Portion is within the relevant boundaries of the Site stipulated in this Contract, except only for parts of the Portion specifically required by this Contract to be outside those boundaries (including any Utility Service Works which this Contract specifically states may be carried out outside the boundary of the Site and any Works which this Contract specifically states may be left in a Temporary Area at Substantial Completion);
 - (B) the elements of the Portion are in the positions and within the tolerances required by this Contract;
 - (C) the survey information included in the Asset Management Information provided by the CN Contractor pursuant to the Station Specification complies with the requirements of this Contract; and
 - (D) any other matter identified by the Principal's Representative in relation to surveying or the boundaries of the Portion complies with the requirements of this Contract;

- (ix) removed all rubbish, surplus materials and Temporary Works from the relevant parts of the Site and Extra Land relevant to the Trackway Portion in accordance with clause 7.7; and
- (x) has done everything else which is stated to be a condition precedent to Substantial Completion of the Trackway Portion, or which CN Contractor is otherwise expressly required by this Contract to do prior to Substantial Completion of the Trackway Portion being achieved.

"Completion" means the stage in the execution of CN Contractor's Activities in respect of the Trackway Portion when the CN Contractor has:

- (a) corrected all Minor Defects and Agreed Defects that are listed in the Notice of Substantial Completion with respect to that Portion; and
- (b) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative in accordance with clause 9.8 with respect to the Trackway Portion.

2. Station Portion

In respect of a Station Portion:

"Substantial Completion" means the stage in the execution of CN Contractor's Activities in respect of that Portion when:

- (a) the Portion is complete in accordance with this Contract except for:
 - (i) Third Party Works;
 - (ii) final architectural finishes to the Works impacted by Interface Work, plant, temporary amenities or other temporary access provisions;
 - (iii) loading dock;
 - (iv) shopfronts to retail areas;
 - (v) any:
 - (A) Minor Defects;
 - (B) Agreed Defects; and
 - (C) Accepted Defects; and
- (b) the CN Contractor has:
 - (i) carried out and passed all System Acceptance Tests (as defined in section 8 of the General Specification) relating to the Works as specified in section 3.14 of the General Specification and section 3.14 of the Particular Specification (which can be undertaken on temporary power if permanent power connection is not available) which:

- (A) are required under this Contract (including the Station Specification) to be carried out and passed prior to Substantial Completion of that Portion being achieved; or
- (B) must necessarily be carried out and passed to verify that Portion is in the condition this Contract requires it to be in at Substantial Completion of that Portion; and
- (ii) executed a certificate in the form of Schedule 21 for the Portion and provided it to the Principal's Representative and the Independent Certifier; and
- (c) the CN Contractor has done everything else which is stated to be a condition precedent to Substantial Completion of the Portion, or which CN Contractor is otherwise expressly required by this Contract to do prior to Substantial Completion of the Portion being achieved.

"Completion" means the stage in the execution of the CN Contractor's Activities in respect of a Portion when:

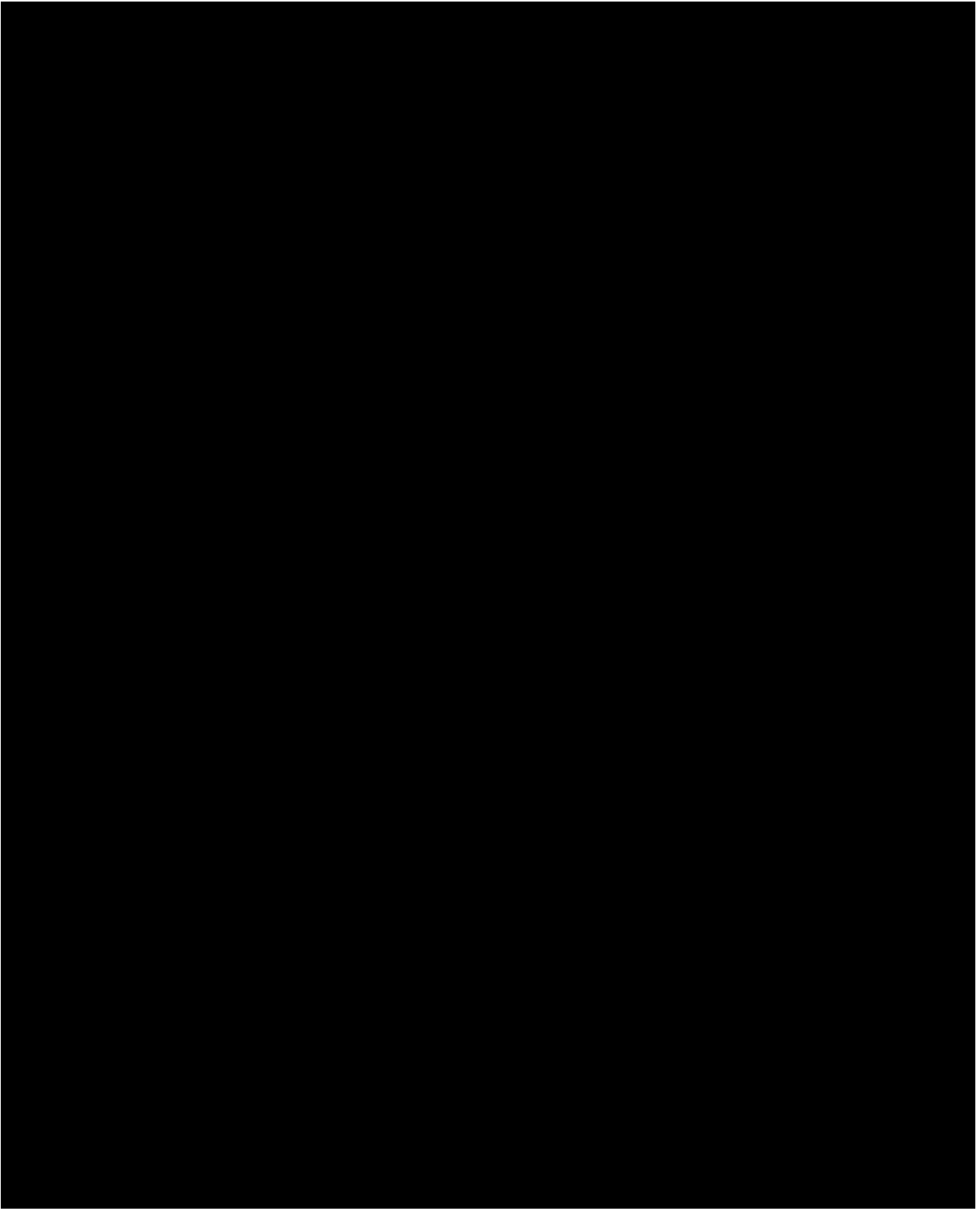
- (a) that Portion is complete in accordance with this Contract except for Minor Defects, Agreed Defects and Accepted Defects (other than all Minor Defects and Agreed Defects that are listed in the Notice of Substantial Completion with respect to that Portion, which must be corrected);
- (b) the CN Contractor has:
 - (i) corrected all Minor Defects and Agreed Defects that are listed in the Notice of Substantial Completion with respect to that Portion;
 - (ii) executed a certificate in the form of Schedule 22 for that Portion and provided it to the Principal's Representative and the Independent Certifier;
 - (iii) carried out and passed all tests which:
 - (A) are required under this Contract to be carried out and passed before the Portion reaches Completion; or
 - (B) must necessarily be carried out and passed to verify that the Portion is in the condition this Contract requires them to be in at Completion;
 - (iv) obtained all Authority Approvals that it is required under this Contract to obtain which:
 - (A) were not obtained before Substantial Completion of the last Portion to reach Substantial Completion; or
 - (B) are to be obtained prior to Completion,
 and provided such Authority Approvals to the Principal's Representative;
 - (v) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all Asset Management Information (including as-built drawings) which has not been rejected by the Principal's Representative in accordance with clause 9.8 with respect to that Portion;

- (vi) given to the Principal's Representative (with a copy to any Interface Contractor as required by the Principal) all other documents or information referred to in this Contract:
 - (A) which are required for the use, operation, maintenance and repair of the Portion but which were not obtained before Substantial Completion of the last Portion to reach Substantial Completion; or
 - (B) which are required to be handed over to the Principal's Representative before Completion,including copies of all documentation in accordance with the requirements of the Station Specification;
- (vii) provided the training referred to in section 2.8 of the General Specification and section 2.8 of the Particular Specification to the reasonable satisfaction of the Principal's Representative;
- (viii) removed all Construction Plant from the parts of the Site that relate to that Portion, other than:
 - (A) where the Principal's Representative has given a notice under clause 12.11(a) to carry out Post Completion Activities after Completion of that Portion, any Construction Plant required to carry out those Post Completion Activities; and
 - (B) any Construction Plant necessary to facilitate the handover of that Portion to the Principal or which is required to be retained on the Site in accordance with clause 7.7(c) (where approved by the Principal's Representative in accordance with clause 7.7(c));
- (ix) in respect of each discrete part of Utility Service Works that form part of that Portion:
 - (A) completed all such Utility Service Works in accordance with the requirements of this Contract and any relevant Third Party Agreement; and
 - (B) provided the Principal's Representative with the documentation required by clause 2.5(a)(ix);
- (x) in respect of each discrete part of Property Works that form part of that Portion:
 - (A) completed all such Property Works in accordance with clause 2.5A, including all relevant work under clause 2.5A(b);
 - (B) provided the Principal's Representative with the documentation required by clause 2.5A(c);
- (xi) in respect of each discrete part of Local Area Works that form part of that Portion:

- (A) completed all such Local Area Works in accordance with the requirements of this Contract and any relevant Third Party Agreement; and
 - (B) provided the Principal's Representative with the documentation required by clause 2.5B(c);
- (xii) in respect of any Extra Land occupied or used in connection with that Portion, provided the Principal's Representative with:
- (A) properly executed releases on terms satisfactory to the Principal's Representative from all claims or demands from the owners or occupiers of the Extra Land and from other persons having interests in such land; or
 - (B) if the relevant Landowner or occupier, or other person having an interest in that Extra Land, has failed or refused to execute such a release within [REDACTED] after it was provided by the CN Contractor to the owner, occupier or other person:
 - (aa) copies of all correspondence between the CN Contractor and the owner, occupier or other person; and
 - (bb) evidence that the condition of the Extra Land satisfies the requirements of this Contract;
- (xiii) reinstated the Temporary Areas that relate to that Portion to a condition at least equivalent to the condition existing before that occupation or use;
- (xiv) not used;
- (xv) submitted to the Principal's Representative a survey certificate (within the meaning of that term in the *Surveying and Spatial Information Regulation 2012* (NSW)) signed by a land surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW) who is approved by the Principal's Representative stating that:
- (A) the whole of the Portion is within the relevant boundaries of the Site stipulated in this Contract, except only for parts of the Portion specifically required by this Contract to be outside those boundaries;
 - (B) the elements of the Portion are in the positions and within the tolerances required by this Contract;
 - (C) the survey information included in the Asset Management Information provided by the CN Contractor pursuant to the Station Specification complies with the requirements of this Contract; and
 - (D) any other matter identified by the Principal's Representative in relation to surveying or the boundaries of the Portion complies with the requirements of this Contract; and

- (xvi) removed all rubbish, surplus materials and Temporary Works from the relevant parts of the Site and Extra Land relevant to that Portion in accordance with clause 7.7;
- (c) the CN Contractor has executed the Collateral Warranty Deeds Poll;
- (d) the CN Contractor has achieved a verified "As Built" rating of at least 5 stars for the Works pursuant to the "Green Star Design and As Built Sydney Metro Rating Tool – As Built v. 1.1" and received confirmation from the Green Building Council of Australia; and
- (e) the CN Contractor has done everything else which is stated to be a condition precedent to Completion of that Portion, or which CN Contractor is otherwise expressly required by this Contract to do prior to Completion of that Portion being achieved.

Schedule 2. Payment Breakdown Schedule



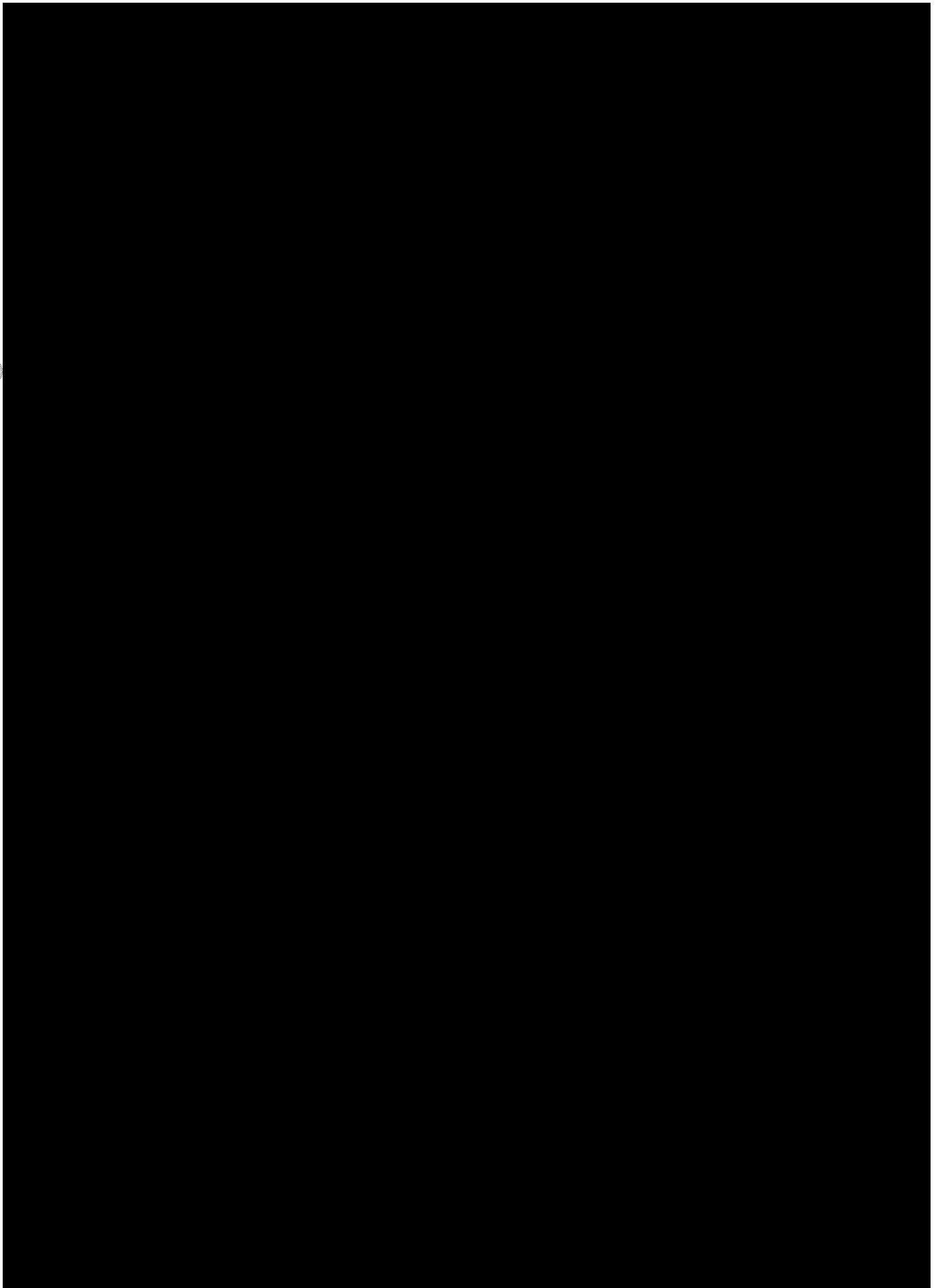
Part C: Milestone Performance Payments

Terms used in the table below that are not otherwise defined in the Contract have the same meaning given to them in section 8 of the General Specification.

Milestone Performance Payment	Description	Amount
Milestone Performance Payment 1		
Milestone Performance Payment 2		
Milestone Performance Payment 3		

Milestone Performance Payment	Description	Amount
Milestone Performance Payment 4		

Schedule 2A. Performance Incentive Payment Schedule



Schedule 3. Form of Confidentiality Undertaking

(Clauses 2.2(e)(iii) and 16.11(c)(i))

To: **Sydney Metro (ABN 12 354 063 515)** of Level 43, 680 George Street, Sydney NSW 2000

We _____ the engaged
Consultant/Supplier/Contractor/Subcontractor body, undertake to treat as confidential all information
received/generated from the _____ (Principal) in respect of
work performed by the Principal.

The Consultant/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;
- (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 Consultant/Supplier/Contractor/Subcontractor, its employees or agents) or which was already known to the Consultant/Supplier/Contractor/Subcontractor.

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

The Consultant/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 Consultant/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.

Schedule 4. Project Planning Approval and Conditions

(Clause 2.3(c))

1. APPROVALS TO BE OBTAINED BY THE PRINCIPAL

1.1 Existing Approvals

The Project Planning Approval (Chatswood to Sydenham).

1.2 Future Approvals to be obtained by the Principal

None.

2. OBLIGATIONS IN RESPECT OF THE PLANNING APPROVAL

- (a) The CN Contractor must, in performing the CN Contractor's Activities, comply with all of the obligations, conditions and requirements of the Planning Approval, as if it were the Principal, to the extent that they relate to the Works, the Temporary Works or the CN Contractor's Activities except to the extent that this Schedule 4 provides that the Principal will comply with the obligation, condition or requirement or this Schedule 4 limits the CN Contractor's obligation in respect of that obligation, condition or requirement.
- (b) Nothing specified in this Schedule 4 as being the responsibility of the Principal will relieve the CN Contractor from complying with any obligation set out elsewhere in the Contract.

3. THE PRINCIPAL'S OBLIGATIONS IN RESPECT OF PROJECT PLANNING APPROVAL (CHATSWOOD TO SYDENHAM)

- (a) Terms which have a defined meaning in the Project Planning Approval (Chatswood to Sydenham) have the same meaning where used in this section 3.
- (b) In relation to the conditions in schedule 2 of the Project Planning Approval (Chatswood to Sydenham) the Principal will:
 - (i) be responsible for A1.1;
 - (ii) in relation to A7, submit the information provided by the CN Contractor, to the Secretary. The CN Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal in a timely fashion;
 - (iii) in relation to A9, submit the information provided by the CN Contractor, to the Secretary. The CN Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal in a timely fashion;
 - (iv) be responsible for A10;
 - (v) be responsible for A12, except that:
 - (A) the CN Contractor must inform the Principal if staging of deliverables is required within 6 months before the commencement of construction of the first of the proposed stages of construction in addition to that identified in the Staging Report; and

- (B) the CN Contractor must carry out the CN Contractor's Activities in accordance with the Staging Report;
- (vi) be responsible for A13 and A14;
- (vii) be responsible for A21;
- (viii) in relation to A22, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Environmental Representative (**ER**). The Principal will be the single point of contact with the Secretary and will provide the CN Contractor with the date the submission for approval is made, or notify the CN Contractor of any other timeframe relevant to this condition;
- (ix) be responsible for A23 and notify the CN Contractor when an ER is approved by the Secretary;
- (x) be responsible for A24, except that the CN Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that could relate to the approved ER's functions and obligations under condition A24; and
 - (B) facilitate any actions necessary for the ER to carry out its functions and obligations under condition A24;
- (xi) in relation to A25, engage, nominate, and seek approval from the Secretary of a suitably qualified and experienced Acoustics Adviser (**AA**). The Principal will be the single point of contact with the Secretary, advise when an AA is approved, and notify the CN Contractor of any other timeframe relevant to this condition agreed with the Secretary. The Principal will cooperate with the AA in relation to all works other than the Works and the CN Contractor's Activities;
- (xii) be responsible for A26 and notify the CN Contractor when approval is provided by the Secretary in relation to any works the subject of A26;
- (xiii) be responsible for A27, except that the CN Contractor must:
 - (A) provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that could relate to the approved AA's functions and obligations under condition A27; and
 - (B) facilitate any actions necessary for the AA to carry out its functions and obligations under condition A27;
- (xiv) be responsible for A28 and A29;
- (xv) be responsible for A30, except that the CN Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the CN Contractor's Activities to enable the Principal to comply with this condition; and
 - (B) participate in any activities necessary under the Compliance Tracking Program;

- (xvi) be responsible for A31, except that the CN Contractor must provide the Principal with all the information, documents, details and data relating to the CN Contractor's Activities to enable the Principal to comply with A31 no later than two weeks prior to the commencement of construction. The Principal will be the single point of contact with the Secretary and notify the CN Contractor any other timeframe relevant to this condition agreed with the Secretary;
- (xvii) be responsible for A32, except that the CN Contractor must provide the Principal with all the available information, documents, details and data relating to the CN Contractor's Activities that support the required compliance reporting under the Pre-Construction Compliance Report;
- (xviii) be responsible for A34, except that the CN Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the CN Contractor's Activities to enable the Principal to comply with this condition; and
 - (B) co-ordinate with the Principal on the preparation of the Construction Compliance Report.

The Principal will be the single point of contact with the Secretary;

- (xix) be responsible for A35;
- (xx) be responsible for A37 to A40, except that the CN Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the CN Contractor's Activities in a timely fashion to enable the Principal to comply with these conditions; and
 - (B) participate in any activities necessary under the Environmental Audit Program;

The Principal will submit the Environmental Audit Program to the Secretary and advise the CN Contractor of the date of submission;

- (xxi) be responsible for A41 to A44, except that the CN Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the CN Contractor's Activities to enable the Principal to comply with these conditions; and
 - (B) comply with any requirements of the Secretary and/or Relevant Public Authority;

- (xxii) be responsible for B1 to the extent that the Principal will prepare and submit for approval only an overarching Community Communication Strategy. The CN Contractor must prepare its own Community Communication Strategy in accordance with conditions B1 to B4 in relation to the CN Contractor's Activities consistent with the Principal's overarching Community Communication Strategy. The CN Contractor's Community Communication Strategy must be submitted to the Principal for approval no later than six weeks before the commencement of construction or within another timeframe agreed with the Principal;

- (xxiii) be responsible for B3;
- (xxiv) be responsible for B4, except that the CN Contractor must not commence construction until the Principal has approved the CN Contractor's Community Communication Strategy;
- (xxv) be responsible for B5, except that the CN Contractor must implement:
 - (A) the Principal's Community Communication Strategy for the duration of the CN Contractor's Activities to the extent it is relevant to the CN Contractor's Activities; and
 - (B) the CN Contractor's Community Communication Strategy for the duration of the CN Contractor's Activities;
- (xxvi) be responsible for B6 and B7, except that the CN Contractor must:
 - (A) provide the Principal with all the information, documents, details and data relating to the CN Contractor's Activities that are required to prepare the "Complaints Management System" and maintain a complaints register; and
 - (B) implement the Complaints Management System;
- (xxvii) be responsible for B8;
- (xxviii) be responsible for B9 to B12, except that CN Contractor must ensure that the telephone number, postal address and email address required under condition B9(a), (b) and (c) is placed on site hoarding at each construction site before commencement of construction in accordance with condition B10;
- (xxix) be responsible for B13, except that the CN Contractor must:
 - (A) provide the Principal and the Community Complaints Mediator with all information, documents, details and data relating to the CN Contractor's Activities in order for the Community Complaints Mediator to perform its function; and
 - (B) co-operate with, and respond to the reasonable requirements of, the Community Complaints Mediator;
- (xxx) be responsible for B14, except that the CN Contractor must provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xxxi) be responsible for B15, except that the CN Contractor must:
 - (A) establish and maintain a new website, or dedicated pages within an existing website, and comply with condition B15 in relation to the CN existing website, and comply with B15 in relation to the CN Contractor's Activities;
 - (B) agree with the Principal on the extent of documentation to be posted on the CN Contractor's website considering privacy and confidentiality in relation to information, documents, details and data provided by the CN Contractor;
 - (C) comply with level AA accessibility requirements in the Web Content Accessibility Guidelines (WCAG 2.0); and

- (D) provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that are required for the Principal to comply with condition B15;
- (xxxii) be responsible for C3 and C4, except that the CN Contractor must prepare the Construction Environmental Management Plan (CEMP) sub-plans referred to in C3(a) and (e) in accordance with the requirements set out in C4;
- (xxxiii) in relation to C5, where an agency(ies) request(s) is not included in a CEMP sub-plan, submit the justification provided by the CN Contractor, to the Secretary. The CN Contractor must undertake all activities necessary to comply with this condition (except submission to the Secretary) and provide the information to the Principal in a timely fashion;
- (xxxiv) be responsible for C6, except that the CN Contractor must provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that are required to enable the Principal to comply with this condition;
- (xxxv) in relation to C7, submit the endorsed CEMP to the Secretary. The CN Contractor must provide a copy of the CEMP, including the ER's endorsement and any other relevant information, to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xxxvi) in relation to C8, inform the CN Contractor when the CEMP and the CEMP Sub-plan(s) have been approved by the Secretary. The CN Contractor is responsible for all other aspects of C8;
- (xxxvii) be responsible for C9 and C10, except that the CN Contractor must prepare the Construction Monitoring Programs referred to in C9(a) and (d), which must comply with condition C10;
- (xxxviii) be responsible for C11 and provide any information required by C11 to the Secretary, except that the CN Contractor must:
 - (A) undertake real time noise and vibration monitoring;
 - (B) review and process the results of the real time noise and vibration monitoring data;
 - (C) provide the results to the Principal, the Acoustics Advisor, the Environmental Representative, and the Environment Protection Authority every month; and
 - (D) provide access to the real time monitoring data to the Secretary, the Principal, the Acoustics Advisor, the Environmental Representative and the Environment Protection Authority;
- (xxxix) in relation to C12, submit the Construction Monitoring Programs to the Secretary and obtain written satisfaction from the Secretary in relation to the same. The CN Contractor is responsible for all other aspects of C12;
- (xl) in relation to C13, notify the CN Contractor of the date the Construction Monitoring Programs have been submitted to the Secretary. The CN Contractor must provide a copy of the Construction Monitoring Programs in relation to the CN Contractor's Activities, including the ER's endorsement, to the Principal in a timely manner to enable the Principal to comply with this condition;

- (xli) in relation to C14, notify the CN Contractor when the approval of the Secretary is given for the CN Contractor's Construction Monitoring Programs;
- (xlii) in relation to C16, submit the Construction Monitoring Reports to the Secretary as required by this condition. The CN Contractor must provide copies of the Construction Monitoring Reports in relation to the CN Contractor's Activities to the Principal in a timely manner to enable the Principal to comply with this condition;
- (xliii) be responsible for D1 to D9;
- (xliv) be responsible for D10, except that the CN Contractor must comply with this condition to the extent it relates to the CN Contractor's Activities;
- (xlv) be responsible for D11 and D12;
- (xlvi) be responsible for D13, except that the CN Contractor must provide the Principal with all the information, documents, details and data relating to CN Contractor's Activities that are required to prepare the Operational Noise and Vibration Monitoring Program;
- (xlvii) be responsible for D14;
- (xlviii) be responsible for E1;
- (xlix) be responsible for E6, except that the CN Contractor must produce a Tree Report for trees impacted or removed by the CN Contractor's Activities and make provision for their replacement in accordance with Condition E6. The CN Contractor must provide the Tree Report to the Principal in a timely manner to enable the Principal to submit it to the Secretary in compliance with this condition;
- (l) be responsible for E7 to E9;
- (li) be responsible for E11 to E16;
- (lii) be responsible for E21, except that the CN Contractor must implement the Heritage Interpretation Plan Station Design to the extent it relates to the CN Contractor's Activities;
- (liii) be responsible for E22;
- (liv) be responsible for E22.1;
- (lv) be responsible for E27, except that the CN Contractor must implement and comply with the Exhumation Management Plan;
- (lvi) be responsible for E28.1;
- (lvii) be responsible for E32, except that the CN Contractor must implement the Construction Noise & Vibration Strategy (CNVS) to the extent it relates to the Works and the CN Contractor's Activities;
- (lviii) be responsible for E47 in relation to preparation and submission of the Out of Hours Work Protocol. The CN Contractor must comply with the approved Out of Hours Work Protocol;
- (lix) be responsible for E48.1 and E49;

- (lx) in relation to E53, submit the Blast Management Strategy to the Secretary. The CN is responsible for all other aspects of E53;
- (lxi) be responsible for E57 and E57.1;
- (lxii) be responsible for E58, except that the CN Contractor must comply with this condition to the extent it relates to the CN Contractor's Activities;
- (lxiii) be responsible for E62, except that the CN Contractor must provide the Principal and the Independent Property Impact Assessment Panel with all information, documents, details and data relating to the Works and the CN Contractor's Activities in order for the Independent Property Impact Panel to perform its functions;
- (lxiv) be responsible for E63;
- (lxv) be responsible for E64, except in relation to items referred to in E64(a), (b), (c) and (e). The CN Contractor must provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities for items referred to in E64(d) and (f);
- (lxvi) be responsible for E68, except that, if the CN Contractor prepares a Site Audit Statement and Site Audit Report, the CN Contractor must submit them to the Principal. The Principal will submit them to the Secretary;
- (lxvii) be responsible for E72 and the preparation and submission of the Sustainability Strategy to the Secretary, except that the CN Contractor must implement the Sustainability Strategy to the extent it relates to the Works and the CN Contractor's Activities;
- (lxviii) be responsible for E73 and E74;
- (lxix) be responsible for E75, except that the CN Contractor must comply with this condition to the extent it relates to the CN Contractor's Activities;
- (lxx) be responsible for E76 including the submission of any safety audits to the Secretary, except that the CN Contractor is to participate in any audits contemplated by E76;
- (lxxi) be responsible for E77, except that the CN Contractor must:
 - (A) provide a representative to attend relevant meetings of the Traffic and Transport Liaison Group(s);
 - (B) provide all relevant information, documents, details and data relating to the CN Contractor's Activities to the Traffic and Transport Liaison Group(s);
 - (C) consult with the Traffic and Transport Liaison Group(s) in preparing the Construction Traffic Management Plans; and
 - (D) implement and comply with any traffic and transport management measures;
- (lxxii) in relation to E78, incorporate revised traffic management measures into the Interchange Access Plan(s). The CN Contractor must provide the Principal with all relevant information, documents, details and data relating to the CN Contractor's Activities that are required to enable the Principal to incorporate revised traffic management measures into the Interchange Access Plan(s);

(lxxiii) be responsible for E81, except that the CN Contractor must:

- (A) provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that are required to enable the Principal to comply with this condition. The Principal will submit the Construction Traffic Management Framework (CTMF) to the Secretary and advise the CN Contractor of the date of submission; and
- (B) implement the CTMF to the extent it relates to the CN Contractor's Activities;

(lxxiv) in relation to E82, submit the Construction Traffic Management Plans to the Secretary. The CN Contractor is responsible for all other aspects of E82;

(lxxv) be responsible for E84;

(lxxvi) be responsible for E86.1;

(lxxvii) in relation to E87, submit any safety audit to the Secretary. The CN Contractor is responsible for all other aspects of E87;

(lxxviii) be responsible for E89 and E89.1;

(lxxix) be responsible for E92, except that the CN Contractor must provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that are required to enable the Principal to comply with this condition;

(lxxx) be responsible for E93 to E96;

(lxxxi) be responsible for E97, except that the CN Contractor must comply with this condition to the extent it relates to the CN Contractor's Activities;

(lxxxii) be responsible for E98;

(lxxxiii) be responsible for E100;

(lxxxiv) be responsible for E101, except that the CN Contractor must implement the Station Design and Precinct Plan (SDPP) for Crows Nest Station to the extent it relates to the CN Contractor's Activities;

(lxxxv) be responsible for E102 and E103;

(lxxxvi) be responsible for E104 to E107, except that the CN Contractor will be responsible for the condition to the extent it relates to the CN Contractor's Activities; and

(lxxxvii) be responsible for E109.

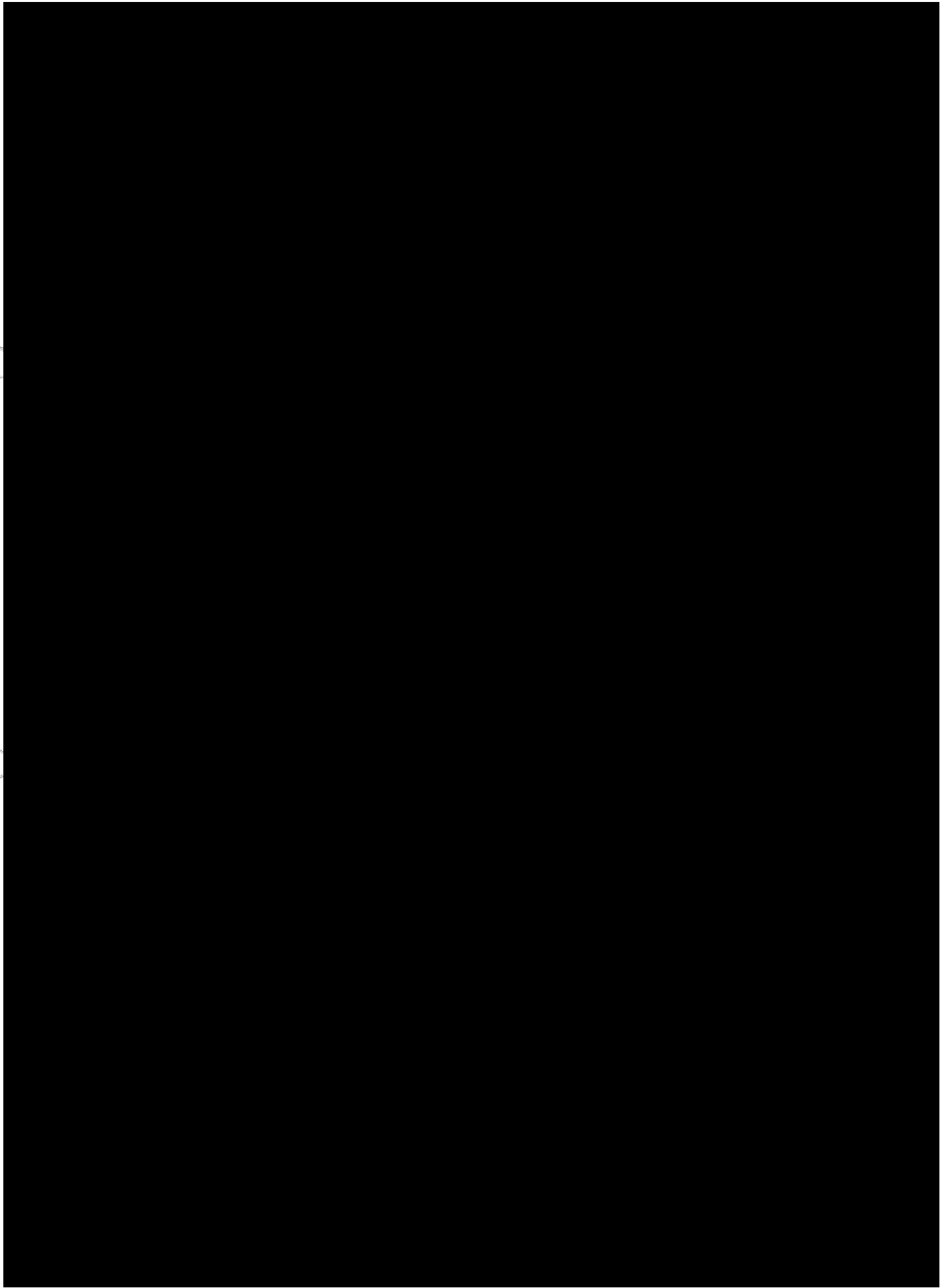
(c) In relation to the Revised Environmental Mitigation Measures (Chatswood to Sydenham) the Principal will:

- (i) in relation to T7, be responsible for community education events that allow pedestrians, cyclists or motorists to sit in trucks and understand the visibility restrictions of truck drivers, and for truck drivers to understand the visibility from a bicycle; and a campaign to engage with local schools to educate children about road safety and to encourage visual contact with drivers to ensure they are aware of the presence of children;

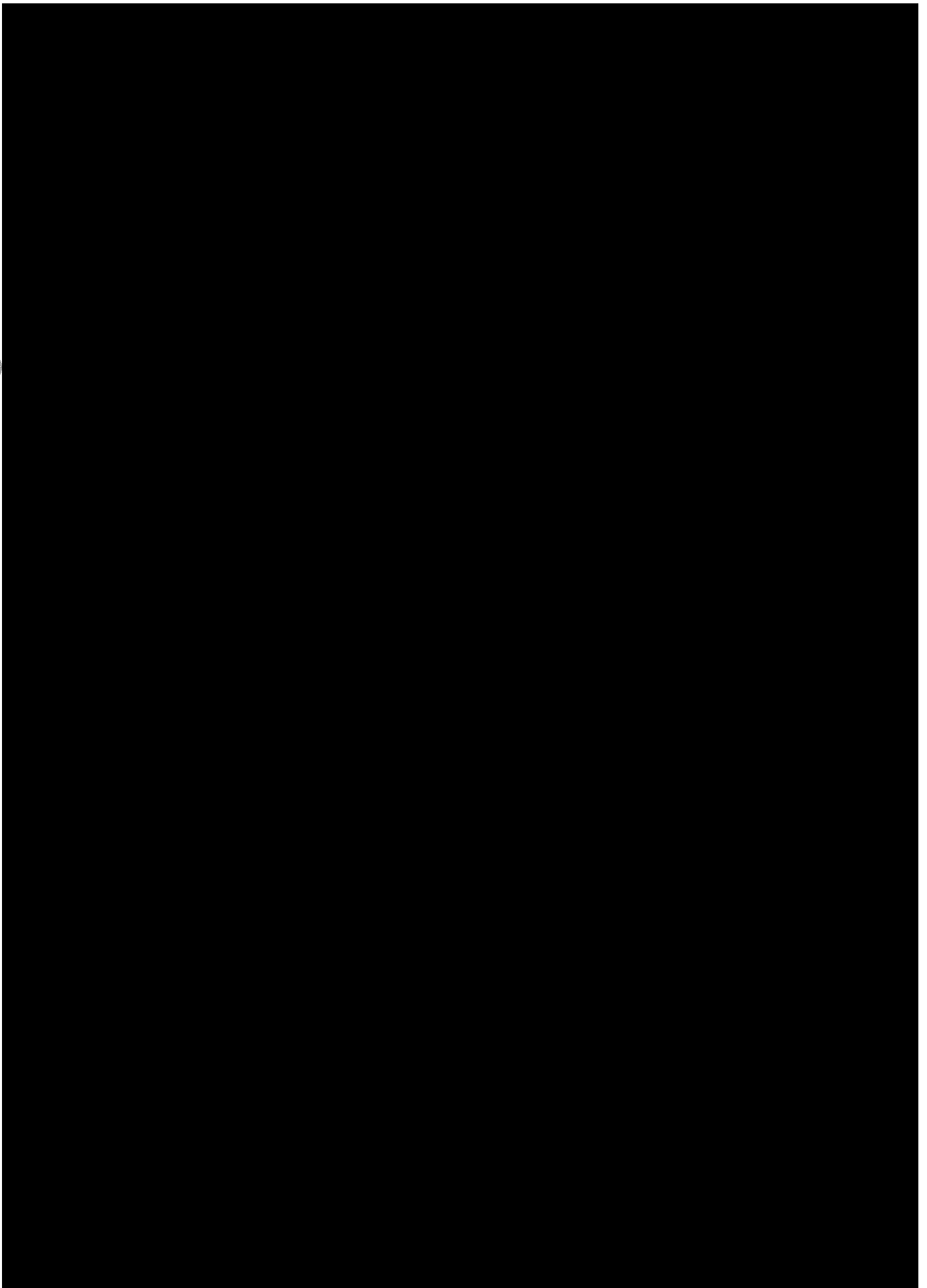
- (ii) be responsible for T10, except that the CN Contractor must provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that are required to enable the Principal to comply with this condition in a timely manner to suit the CN Contractor's Activities. The CN Contractor must provide appropriate wayfinding and Customer information to notify Customers of bus stops relocated as a result of the Works or the CN Contractor's Activities;
- (iii) be responsible for T11;
- (iv) be responsible for T15, except that the CN Contractor will be responsible for complying with this measure to the extent that it relates to the CN Contractor's Activities;
- (v) be responsible for T16 to T18;
- (vi) be responsible for T20;
- (vii) be responsible for T23 to T28;
- (viii) be responsible for OpT1 to OpT7;
- (ix) in relation to NV1, be responsible for implementing the standard mitigation measures described in item 2, where feasible and reasonable. The CN Contractor will be responsible for implementing the Construction Noise & Vibration Strategy (CNVS) to the extent it relates to the Works and the CN Contractor's Activities, including implementing the standard mitigation measures described in this measure, excluding item 2;
- (x) be responsible for NV5;
- (xi) in relation to NV6, the CN Contractor must cooperate with the AA as appointed by Transport for NSW;
- (xii) be responsible for NV8 to NV12;
- (xiii) be responsible for OpNV1 to OpNV5;
- (xiv) be responsible for LP1;
- (xv) be responsible for NAH1;
- (xvi) be responsible for NAH3, except that the CN Contractor must implement the Exhumation Policy and Guideline in relation to the Works and the CN Contractor's Activities;
- (xvii) be responsible for NAH4 to NAH21;
- (xviii) be responsible for AH1;
- (xix) be responsible for AH3 to AH7;
- (xx) be responsible for LV7 to LV9;
- (xxi) be responsible for LV11 to LV20;

- (xxii) be responsible for GWG1, except that the CN Contractor must provide the Principal with all the information, documents, details and data relating to the CN Contractor's Activities to enable the Principal to comply with this condition;
- (xxiii) be responsible for SCW1 and SCW2;
- (xxiv) be responsible for SCW5 to SCW7;
- (xxv) be responsible for SO1;
- (xxvi) be responsible for B1 and B2;
- (xxvii) be responsible for B4;
- (xxviii) be responsible for FH1 to FH10;
- (xxix) be responsible for AQ9;
- (xxx) be responsible for HR3;
- (xxxi) be responsible for HR5;
- (xxxii) be responsible for WM5;
- (xxxiii) be responsible for SUS7 to SUS10; and
- (xxix) be responsible for CU1 except that the CN Contractor must provide the Principal with all information, documents, details and data relating to the CN Contractor's Activities that are required to enable the Principal to comply with this condition.

Schedule 4A. Third Party Agreements



Schedule 4B. Requirements of Third Party Agreements



Schedule 5. Subcontractors - Security of Payment

(Clause 2.2(e)(i))

The following terms must be included in each Subcontract, and the Subcontracts let by those Subcontractors, as referred to in clause 2.2(e) of the General Conditions of this Contract.

1. Options as to Form of Security

A clause which allows the Subcontractor to lodge an approved unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.

A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, the CN Contractor must not deduct further retention moneys and any retention moneys or other cash security then held will be promptly released to the Subcontractor.

2. Trust for Cash Security and Retention Moneys

A clause which has the effect that:

- (a) cash securities and retentions under the Subcontract and the cash proceeds of any security converted to cash (other than in exercise of a contractual right of enforcement) is trust money and must be deposited into and held in a trust account with a bank within 24 hours of receipt or conversion;
- (b) the trust money is beneficially owned by the party which provided the security at all times unless the other party becomes entitled to receive them under the Subcontract;
- (c) the security holder must hold proper records and account to the security provider for the trust moneys; and
- (d) any interest earned by the trust account will not be held in trust, and will be owned by the security holder.

3. Payment Provisions

A clause which:

- (a) has the effect of requiring the CN Contractor to pay the Subcontractor (and Subcontractors their subcontractors) regular progress payments for 100% of the value of work (less only retention moneys, if any, paid into the trust account) for which payment is claimed by the Subcontractor and for which the CN Contractor has claimed payment from the Principal, no later than:
 - (i) in the case of the CN Contractor's Subcontractors, 7 days; and
 - (ii) in the case of the Subcontractor's subcontractors, 14 days,after the last day for payment by the Principal to the CN Contractor for such work;
- (b) states nothing in the clause referred to in paragraph (a) is to be read so as to prevent the CN 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) states if anything in the clause referred to in paragraph (a) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.

A clause that prescribes an interest rate for overdue payments that is not less than the interest rate specified in clause 11.13 of the General Conditions of this Contract.

4. Alternative Dispute Resolution

A clause that requires alternative dispute resolution procedures of the type required in this Contract.

A clause making it optional for the Subcontractor to comply with the alternative dispute resolution 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.

5. Documents to be Provided to Subcontractors

A clause that requires the CN Contractor to provide the Subcontractor with a copy of extracts from this Contract before the Subcontractor starts work under the Subcontract. The extracts to be provided are:

- (a) clause 2.2(e)(i);
- (b) this Schedule 5;
- (c) clause 11; and
- (d) clause 15.

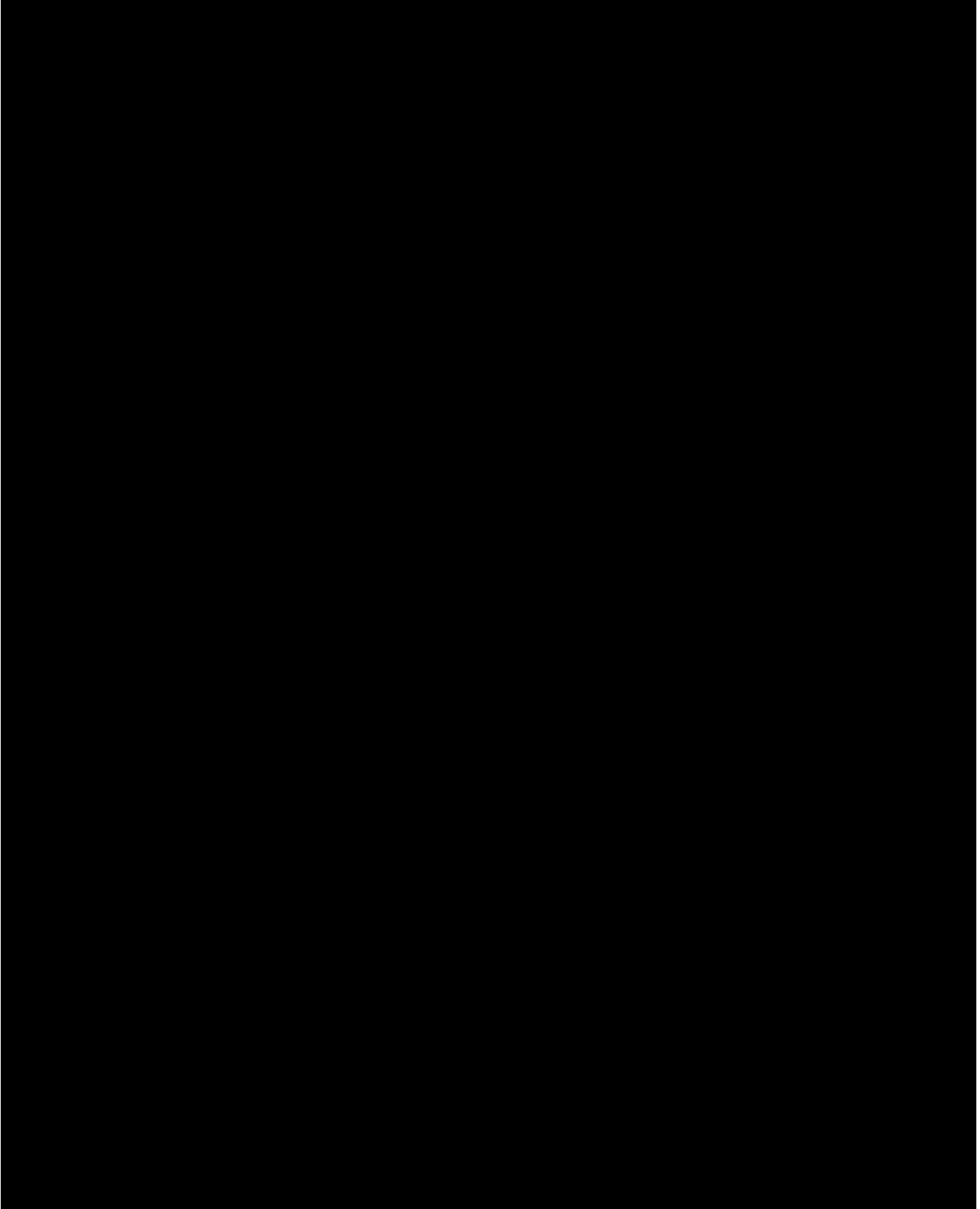
Schedule 6. Not used

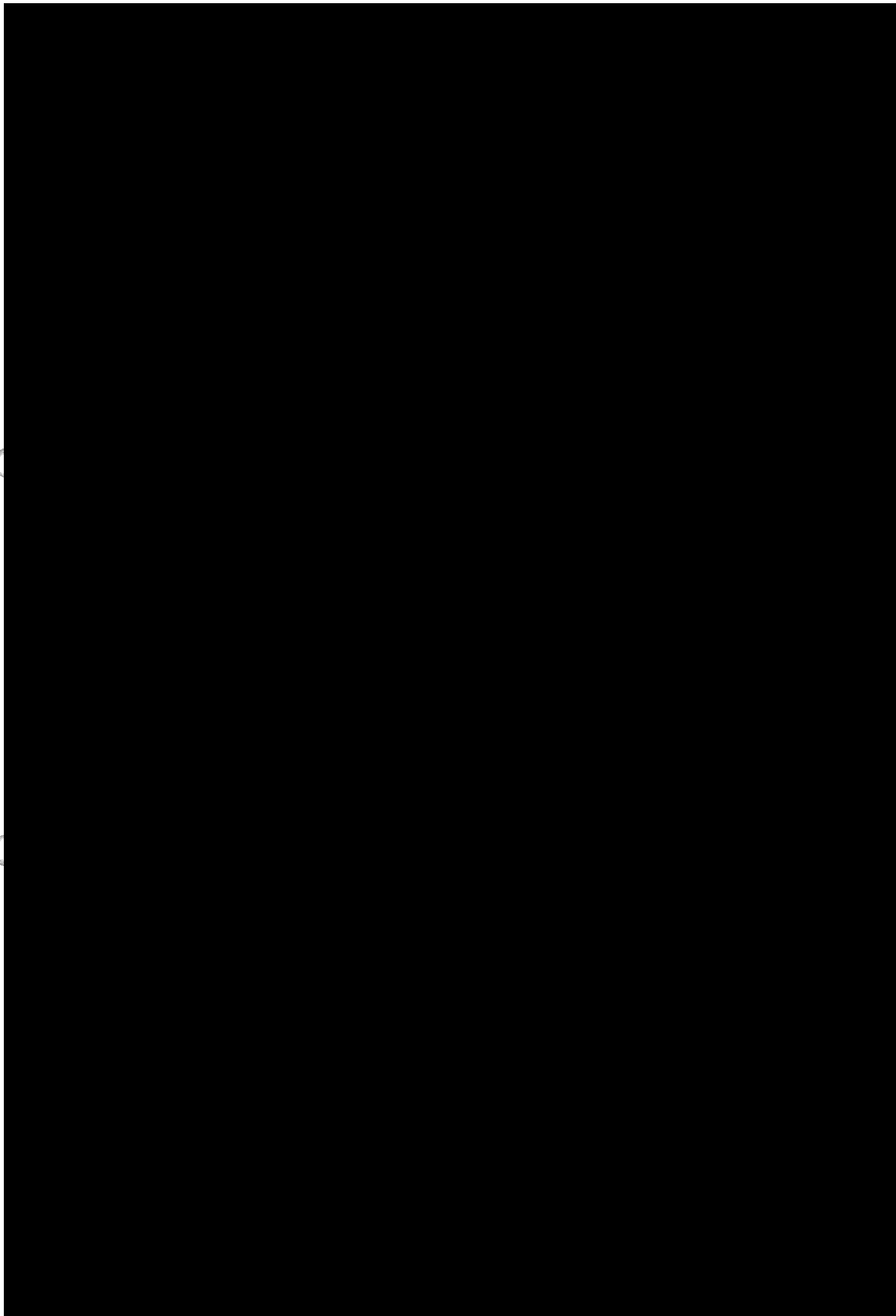


Schedule 7. Authority Approvals to be obtained by the Principal

(Clause 2.3(c)(i))

- The Planning Approval; and
- the Authority Approvals listed in the table below:






7. This Undertaking will be governed by and construed in accordance with the laws for the time being of the State of New South Wales.

Executed as a deed poll.

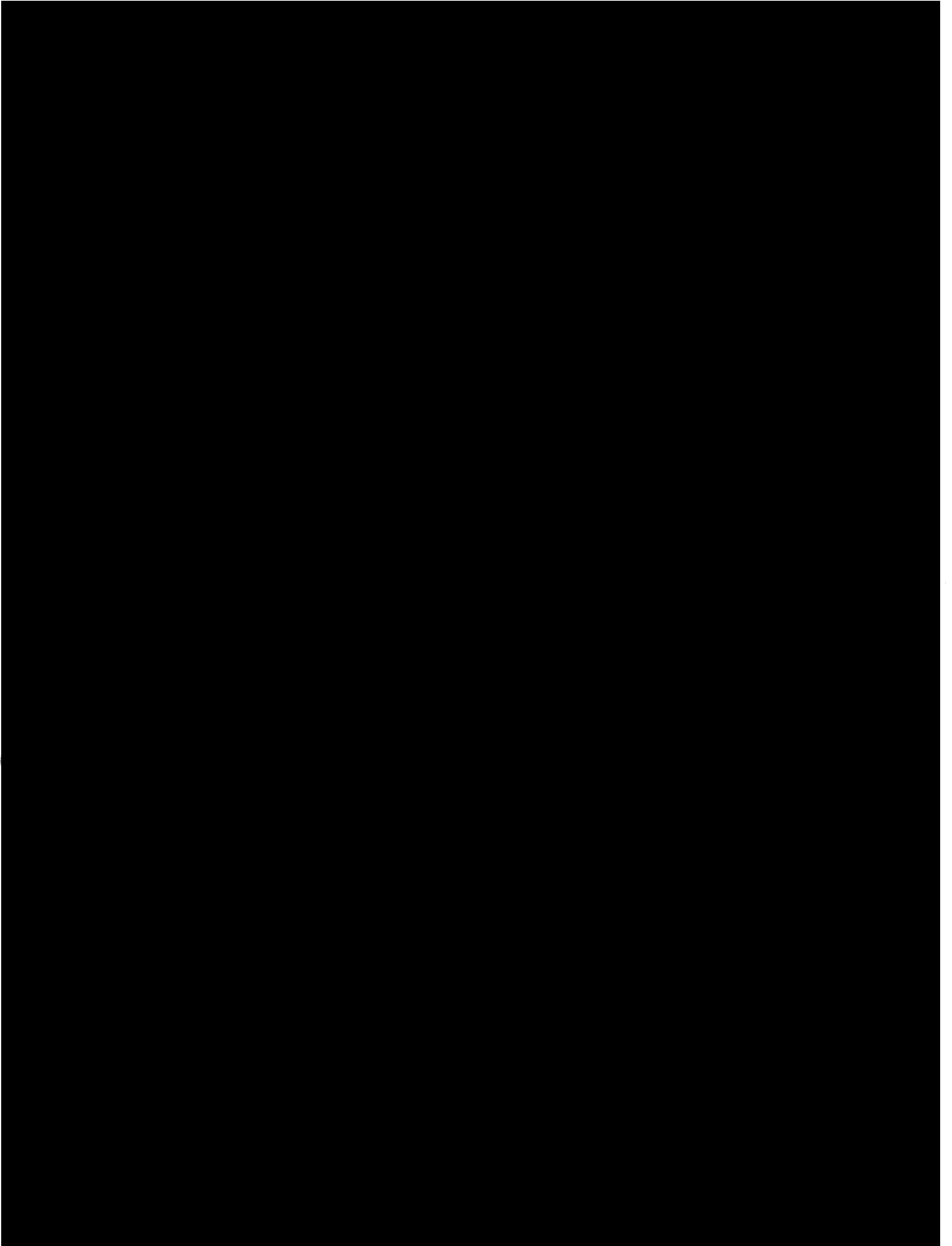
Signed Sealed and Delivered)
by [] being signed)
sealed and delivered by its duly constituted) (Signature)
Attorney [] under)
Power of Attorney No. in the)
presence of:)


(Signature of Witness)

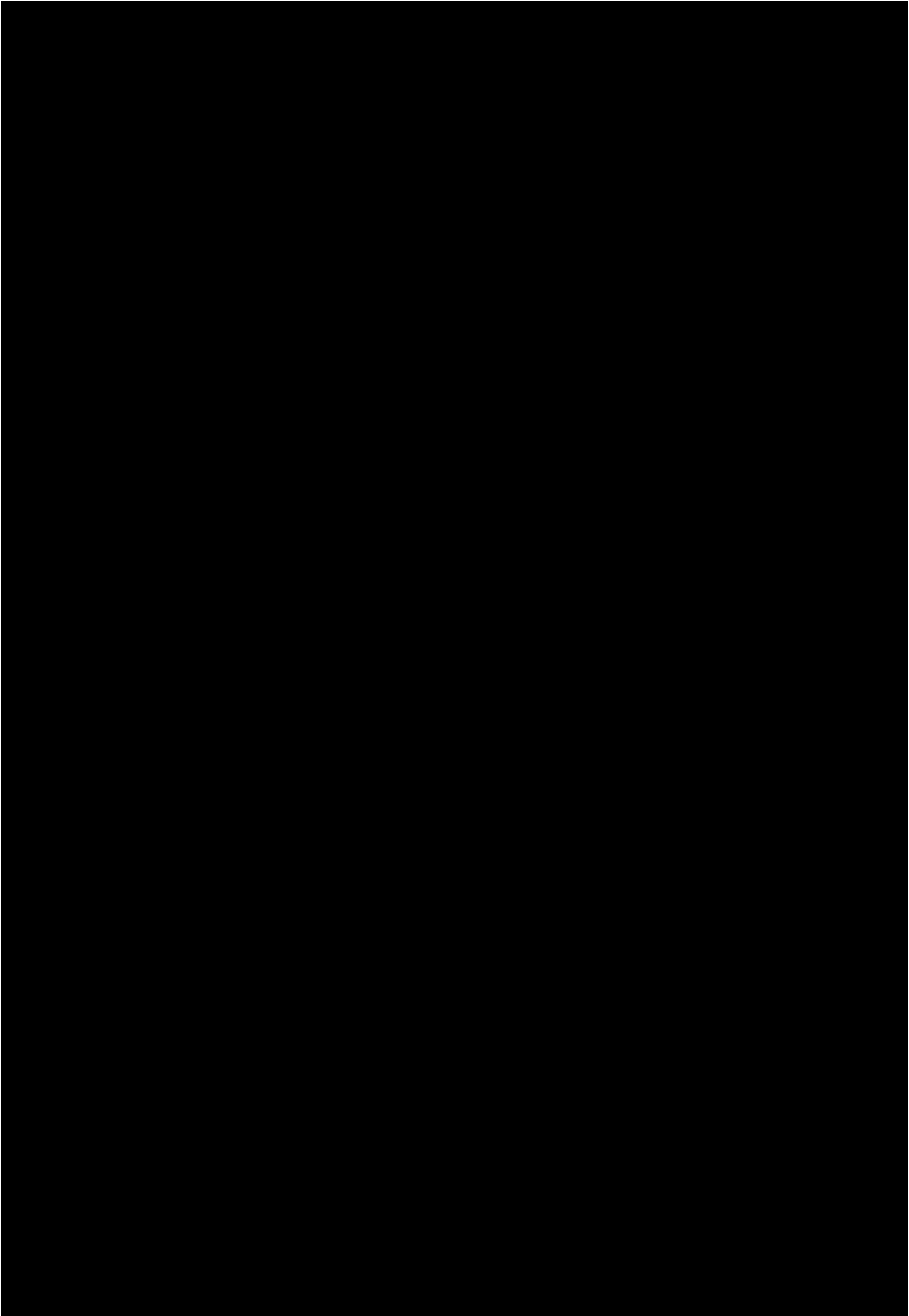
.....
(Name of Witness in Full)



Schedule 9. Information Documents and Materials



Schedule 10. Prices and Rates for valuation of Variations and Overhead Costs



Part B - Overhead Costs

(Clauses 1.1, 2.3A(h)(i)D, 2.3A(k)(i)B, 3.9(g)(vi), 3.9(h)(iv), 6.1(b)(i)B, 6.4(b)(ii), 6.7A(h)(ii)B, 7.3(b)(ii)B, 7.3(c) and 14.10(a)(v))

1. On-site overheads

The on-site overheads are those overhead costs and expenses which are specific to the Site including:

- (a) on-site personnel with project management, site supervision, administration and support functions;
- (b) site accommodation including amenities and parking facilities;
- (c) phones lease and installation, rental and charges including mobiles;
- (d) storage area and facilities;
- (e) office supplies and consumables;
- (f) site services;
- (g) furniture and office fittings;
- (h) site-based computers;
- (i) printing, photocopying and stationery;
- (j) reproduction of drawings;
- (k) project specific insurances only (and not corporate held insurances);
- (l) project specific software, data processing and network systems;
- (m) security;
- (n) cleaning;
- (o) postage;
- (p) site communications;
- (q) first aid and personnel protective equipment for the personnel referred to in paragraph (a);
- (r) small tools; and
- (s) waste disposal associated with site accommodation, including amenities and parking facilities (excluding waste disposal associated with construction activities).

2. Off-site overheads

The off-site overheads are on account of costs and expenses related to off-site business functions of the CN Contractor (in respect of the Works) including the following matters:

- (a) safety and quality;
- (b) research and development;
- (c) financial, legal, human resources and commercial;
- (d) executive management;
- (e) corporate infrastructure and support;
- (f) parent company fees;
- (g) corporate head offices running costs and payroll;
- (h) bonds and bank guarantees.

Schedule 10A. List of warranties required from Subcontractors

(Clause 2.2(f))

Equipment	Beneficiary (other than the Principal)	Warranty Period
Structural Works		
Structural concrete		
Structural steel		
Waterproofing membranes		
Architectural Works		
Architectural grade steelwork including screens, framing systems, custom balustrades, handrails, and fabricated metalwork such as access walkways		
Electrical		
Uninterrupted power supply including batteries		
Distribution boards		
Light fittings		
All other electrical equipment and fittings not including light fittings and distribution boards		
Electrical and data cables		
Services and systems		
Building systems and services		
Fire protection		
Fire extinguishers		
Smoke and thermal detectors		
Gas suppression		
Surface Finishes		

Equipment	Beneficiary (other than the Principal)	Warranty Period
Exterior paint finishes including painting to structural steel and clear sealer/anti-graffiti coating		
Steel coatings other than paintwork including powder coating		
Hot dip galvanising		