

SCHEDULE 13

Variations to the Tunnel Substratum

1. Definitions

For the purposes of this Schedule 13:

- (a) Date for Access means the 'Date for Access' determined in accordance with paragraph (g)(ii):
 - (i) of Part B of Part A of the Site Access Schedule in respect of the Project Works (Rozelle Interchange); or
 - (ii) of Part B of Part B of the Site Access Schedule in respect of the WHT Southern Tunnel Works,as updated in accordance with paragraph 2(f) of this Schedule 13;
- (b) Tunnel Substratum has the meaning given in paragraph (b):
 - (i) of Part B of Part A of the Site Access Schedule in respect of the Project Works (Rozelle Interchange); or
 - (ii) of Part B of Part B of the Site Access Schedule in respect of the WHT Southern Tunnel Works; and
- (c) Tunnel Substratum Dimensions means the 'Tunnel Substratum Dimensions' determined in accordance with paragraph (g)(i):
 - (i) of Part B of Part A of the Site Access Schedule in respect of the Project Works (Rozelle Interchange); or
 - (ii) of Part B of Part B of the Site Access Schedule in respect of the WHT Southern Tunnel Works,as updated in accordance with paragraph 2(f) of this Schedule 13.

2. PRINCIPLES FOR TUNNEL SUBSTRATUM VARIATIONS

The parties acknowledge and agree that:

- (a) the Tunnel Substratum Dimensions of the Tunnel Substrata are initially defined in the Construction Site (Tunnel Substratum) drawings in Part C of Part A or Part B of the Site Access Schedule (as applicable);
- (b) the Tunnel Substratum Dimensions of the Tunnel Substrata will be updated in accordance with paragraph (g)(i) of:
 - (i) Part B of Part A of the Site Access Schedule based on 'Tunnel Substratum Access Requests' given by the Contractor in accordance with Part B of Part A of the Site Access Schedule, in respect of the Project Works (Rozelle Interchange); or
 - (ii) Part B of Part B of the Site Access Schedule based on 'Tunnel Substratum Access Requests' given by the Contractor in accordance with Part B of Part B of the Site Access Schedule, in respect of the WHT Southern Tunnel Works;

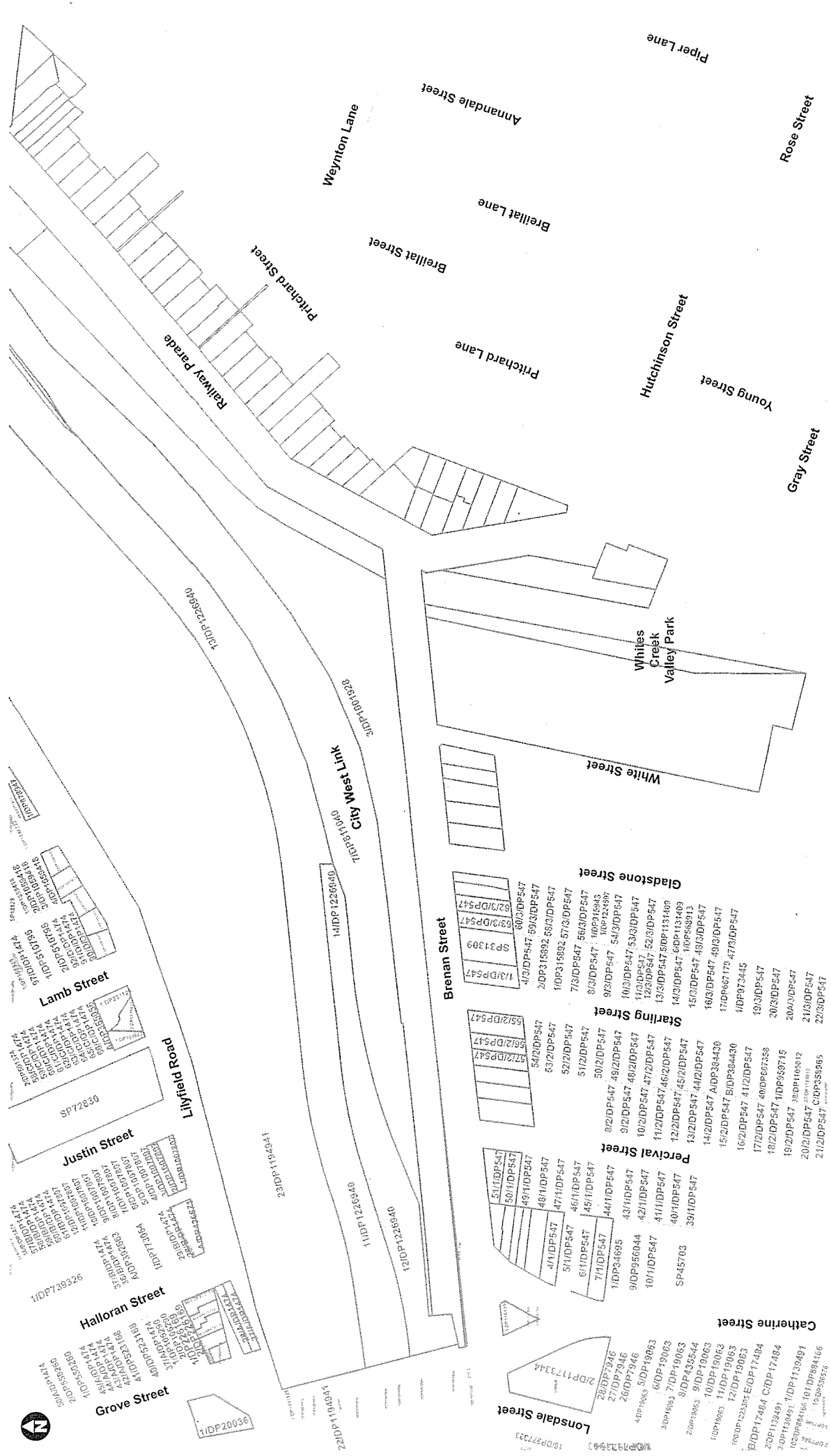
- (c) the Dates for Access for the Tunnel Substrata will be initially determined in accordance with paragraph (g)(ii) of:
 - (i) Part B of Part A of the Site Access Schedule based on 'Tunnel Substratum Access Requests' given by the Contractor in accordance with Part B of Part A of the Site Access Schedule, in respect of the Project Works (Rozelle Interchange); or
 - (ii) Part B of Part B of the Site Access Schedule based on 'Tunnel Substratum Access Requests' given by the Contractor in accordance with Part B of Part B of the Site Access Schedule, in respect of the WHT Southern Tunnel Works;
- (d) after the Contractor has provided a 'Tunnel Substratum Access Request' in compliance with:
 - (i) Part B of Part A of the Site Access Schedule, in respect of the Project Works (Rozelle Interchange); or
 - (ii) Part B of Part B of the Site Access Schedule, in respect of the WHT Southern Tunnel Works,

in relation to a tunnel substratum, the Contractor may give the Principal a written request to change one or both of the Tunnel Substratum Dimensions and the Date for Access for a Tunnel Substratum (**Tunnel Substratum Change Request**);

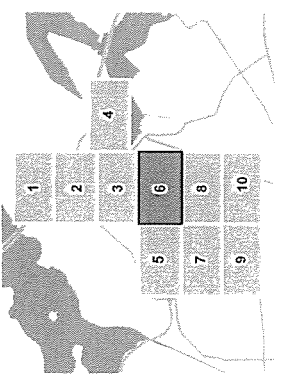
- (e) each Tunnel Substratum Change Request must include an updated geographic information system (GIS) 3D model which:
 - (i) includes reasonable details of the changes (if any) to the Tunnel Substratum Dimensions for the relevant Tunnel Substrata, which must comply with paragraph (e) of:
 - (A) Part B of Part A of the Site Access Schedule, in respect of the Project Works (Rozelle Interchange); or
 - (B) Part B of Part B of the Site Access Schedule, in respect of the WHT Southern Tunnel Works;
 - (ii) specifies the changes (if any) to the Dates for Access for the relevant Tunnel Substrata, which must:
 - (A) comply with paragraphs (f)(i) and (iii) of:
 - (aa) Part B of Part A of the Site Access Schedule, in respect of the Project Works (Rozelle Interchange); or
 - (bb) Part B of Part B of the Site Access Schedule, in respect of the WHT Southern Tunnel Works; and
 - (B) be at least 12 months after the date the Tunnel Substratum Change Request is given to the Principal;
 - (iii) includes reasonable details of the reasons for the changes to the Tunnel Substratum Dimensions and Dates for Access (as applicable); and
 - (iv) otherwise complies with the requirements for a Tunnel Substratum Access Request under paragraph (d) of:

- (A) Part B of Part A of the Site Access Schedule, in respect of the Project Works (Rozelle Interchange); or
 - (B) Part B of Part B of the Site Access Schedule, in respect of the WHT Southern Tunnel Works;
- (f) if the Contractor submits a Tunnel Substratum Change Request in compliance with this Schedule 13, the Tunnel Substratum Dimensions and Dates for Access (as applicable) for the relevant Tunnel Substrata are deemed to be updated in accordance with the Tunnel Substratum Change Request;
- (g) notwithstanding anything to the contrary in this Schedule 13 or Part B of Part A of the Site Access Schedule in respect of the Project Works (Rozelle Interchange) or Part B of Part B of the Site Access Schedule in respect of the WHT Southern Tunnel Works:
 - (i) where the Contractor gives a Tunnel Substratum Change Request to change the Tunnel Substratum Dimensions of a Tunnel Substratum less than 12 months before the Date for Access for that Tunnel Substratum, any additional land which is included in the Tunnel Substratum Dimensions is Extra Land for the purposes of clause 11.4 of this deed;
 - (ii) to the extent that a Tunnel Substratum is outside:
 - (A) the "Substratum Lot/DP" boundaries shown in Attachment 1 to this Schedule 13 in respect of the Project Works (Rozelle Interchange); or
 - (B) the boundaries shown in Part C of Part B of the Site Access Schedule in respect of the WHT Southern Tunnel Works,
 such land will be Extra Land for the purposes of clause 11.4 of this deed; and
 - (iii) where the Contractor requires access to a Tunnel Substratum before the relevant Date for Access, the Contractor may elect to treat the Tunnel Substratum as Extra Land for the purposes of clause 11.4 of this deed;
- (h) if requested by the Principal, the Contractor must promptly provide additional or updated details regarding a Tunnel Substratum Access Request or Tunnel Substratum Change Request provided by it; and
- (i) where the Contractor is required to provide additional or updated details regarding a Tunnel Substratum Access Request or Tunnel Substratum Change Request under paragraph 2(h) of this Schedule 13:
 - (i) the details provided will supplement or update the Tunnel Substratum Access Request or Tunnel Substratum Change Request (as applicable); and
 - (ii) provided the Tunnel Substratum Access Request or Tunnel Substratum Change Request (as applicable) complied with this Schedule 13 or Part B of Part A of the Site Access Schedule in respect of the Project Works (Rozelle Interchange) or Part B of Part B of the Site Access Schedule in respect of the WHT Southern Tunnel Works (as applicable), there will be no change to the Dates for Access.

ATTACHMENT 1 TO SCHEDULE 13
SUBSTRATUM LOT/DP BOUNDARIES



A3
 1:2,000
 12/03/2019
 SYDNEY MOTORWAY CORPORATION
 WESTCONNEX M4-M5 LINK - ROZELLE INTERCHANGE
 ROZELLE INTERCHANGE - TENDER EVALUATION
 SUBSTRATUM SITE PLAN



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0 50 100m

Scale bar showing 0, 50, and 100 meters.

AECOM

WestConnex
 Building for the future

- KEY**
- Surveyed cadastre boundary
 - Indicative cadastre boundary
 - Indicative waterway boundary
 - Substratum Lot/DP

AECOM 12/03/2019 1:2,000 SYDNEY MOTORWAY CORPORATION WESTCONNEX M4-M5 LINK - ROZELLE INTERCHANGE ROZELLE INTERCHANGE - TENDER EVALUATION SUBSTRATUM SITE PLAN



View Street

Booth Street

Trafalgar Street

Johnston Lane

Johnston Street

Chapman Lane

Annandale Street

Collins Lane

Young Street

Alfred Street

Whites Creek Lane

John Street

Hill Street

Bungay Street

Emma Street

Styles Street
Evan Jones
Playground

Thorby Avenue

Reserve Street

North Avenue

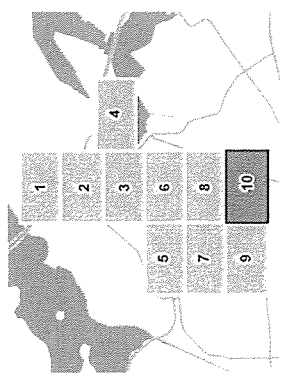
Wells Street

1:2,000
A3
DATE: 11/07/2018

ROZELLE INTERCHANGE - TENDER EVALUATION
SUBSTRATUM SITE PLAN

WESTCONNEX M4-M5 LINK - ROZELLE INTERCHANGE

SYDNEY MOTORWAY CORPORATION
MANAGEMENT TRACT 01 60595181



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AECOM

WestConnex
Building for the future

- KEY
- Surveyed cadastre boundary
 - Indicative cadastre boundary
 - waterway boundary
 - Substratum Lot/DP

1/DP121452

1/DP387095

1/DP11994

1/DP1420

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SCHEDULE 14

Connections to the Rozelle Interchange

(Clause 17A.6)

1. Main Tunnel Works eastbound from M4 East and Wattle Street to Anzac Bridge eastbound.
2. Anzac Bridge westbound to Main Tunnel Works westbound to M4 East and Wattle Street.
3. Main Tunnel Works eastbound/northbound from M4 East, Wattle Street New M5 and St Peters Interchange to future Western Harbour Tunnel northbound.
4. Future Western Harbour Tunnel southbound to Main Tunnel Works westbound/southbound to M4 East, Wattle Street, New M5 and St Peters Interchange.
5. Main Tunnel Works northbound from New M5 and St Peters Interchange to Victoria Road northbound/westbound.
6. Victoria Road southbound/eastbound to Main Tunnel Works southbound to New M5 and St Peters Interchange.
7. Main Tunnel Works northbound from New M5 and St Peters Interchange to City West Link eastbound and westbound.
8. City West Link eastbound and westbound to Main Tunnel Works southbound to New M5 and St Peters.

SCHEDULE 15

Not used

SCHEDULE 16

Project Group

(Clause 8.5)

1. CONSTITUTION

- (a) The Project Group will consist of:
 - (i) the Principal's Representative;
 - (ii) the Contractor's Representative;
 - (iii) one other representative that the Principal nominates from time to time;
 - (iv) one other representative that the Contractor nominates from time to time; and
 - (v) such other members as the parties may from time to time agree.
- (b) The persons referred to in paragraph 1(a) may appoint delegates to attend Project Group meetings in their absence and to otherwise discharge their responsibilities under clause 8.5 of this deed and this Schedule 16.

2. OBJECTIVES

- (c) The role of the Project Group is to provide leadership, governance and oversight.
- (d) The objectives of the Project Group will be to monitor and review the progress of the Project, including to:
 - (i) assist in the resolution of any special matters referred to the Rozelle Interchange Project Group by a party, including issues arising in respect of the Third Party Agreements;
 - (ii) monitor the progress of the Contractor's Activities;
 - (iii) review the Overall D&C Program (Rozelle Interchange), Overall D&C Program (WHT Southern Tunnel Works) and the performance of the Contractor;
 - (iv) review issues arising out of community relations and community concerns;
 - (v) review issues arising out of the quality of the Contractor's Activities;
 - (vi) review matters arising from the Design Documentation, including any proposed design changes;
 - (vii) review value engineering opportunities and potential cost savings consistent with maintaining quality and enhancing life cycle costing;
 - (viii) review potential impact of design and construction outcomes on operation and maintenance requirements;
 - (ix) review environmental issues (including sustainability issues);
 - (x) review issues arising out of any Key Interfaces or Interface Protocols;
 - (xi) review issues arising out of the subject of the Third Party Agreements;
 - (xii) review safety issues;

- (xiii) review workforce development and training issues;
- (xiv) review issues in connection with the Chain of Responsibility Provisions;
- (xv) review other unresolved matters arising between the parties that are not yet a Dispute, including any issues regarding interpretation of the SWTC;
- (xvi) provide leadership on matters relating to completion and handover of the Project Works;
- (xvii) approve processes and procedures prepared by the Completion Working Group;
- (xviii) consider issues referred to it by the Completion Working Group;
- (xix) review all progress reports provided in accordance with this deed; and
- (xx) review any other matters determined or directed by the Principal's Representative.

3. **MEETINGS**

- (a) The Project Group will meet:
 - (i) monthly; and
 - (ii) at such other times as are agreed between the parties,

prior to the date which is the later of the Date of Completion and the Date of Final Completion.
- (b) The Contractor must provide the Principal's Representative with an agenda prepared in consultation with the Principal's Representative for each meeting of the Project Group no less than 48 hours prior to the meeting.
- (c) The role of chairperson for meetings of the Project Group will alternate between the Contractor's Representative and the Principal's Representative with the Principal's Representative to chair the first such meeting.
- (d) The chairperson of a meeting of the Project Group must give all members of the Project Group (and any other person nominated by the Principal's Representative) minutes of the meeting within 5 Business Days after the meeting.
- (e) The members of the Dispute Avoidance Board (as defined in Schedule 3) may, by invitation of either party, attend a Project Group meeting, but will not be members of the Project Group.
- (f) The Principal:
 - (i) has the right to have representatives of any Authority attend any meeting of the Project Group as observers; and
 - (ii) may request the Contractor to procure the attendance of representatives of any of the Subcontractors (and their subcontractors, suppliers or consultants) at any meeting of the Project Group and the Contractor must comply with any such request.
- (g) The Contractor has the right to have a representative of the Subcontractors attend any meeting of the Project Group as an observer.

SCHEDULE 17

Proof Engineer and Independent Checking Engineer

Part A - Minimum Requirements for Proof Engineer

The following are the minimum required qualifications, experience and expertise that must be possessed by the Proof Engineer:

- (a) Demonstrated experience in the design of complex bridges and structures, which shall mean for the purposes of this Schedule 17, bridges or structures with any of the following features:
 - (i) bridge spans exceeding 35m;
 - (ii) retaining walls with effective retained height greater than 6m;
 - (iii) cable stayed or suspension bridges;
 - (iv) steel orthotropic decks;
 - (v) bascule span bridges;
 - (vi) post tensioned concrete structures;
 - (vii) bridge decks with skew exceeding 35 degrees
 - (viii) railway bridges over roads and road bridges over railways
 - (ix) structures under railways
 - (x) precast arch structures; and
 - (xi) bridges with a superstructure consisting of precast prestressed concrete girders and cast in-situ deck slab, where the girders are made continuous for live load or the superstructure is made fully integral with the substructure.
- (b) Proven ability in structural analysis and design of complex bridges and structures.
- (c) Quality Management System 3rd party certified to AS/NZS ISO 9001.
- (d) Range of suitable structural analysis, bridge design and CAD software.
- (e) Qualifications admitting to MIEAust and National Professional Engineers Register.
- (f) At least 5 years' experience in complex structural analysis and design of complex bridges and structures.
- (g) Knowledge of Australian Standard AS 5100, RMS Bridge Technical Directions, RMS Standard Drawings.
- (h) Knowledge of the Principal's specifications for bridgeworks.
- (i) Knowledge of scientific investigation and testing and specialist knowledge of materials and products used in bridge construction.
- (j) At least 5 years' experience in undertaking the checking of structural design of complex bridges and structures as a proof engineer in the past 10 years.

Part B - Minimum Requirements for Independent Checking Engineer

The following are the minimum required qualifications, experience and expertise that must be possessed by the Independent Checking Engineer:

- (a) At least 5 years' experience in undertaking the design of Temporary Works (of the type described in this deed as 'Category 2 Temporary Works') as an engineer in the past 10 years.

PART C
ADMINISTRATIVE

SCHEDULE 18

Project Plans

(clause 9.5)

1. PROJECT PLANS

- (a) Each Project Plan must:
 - (i) where an initial plan exists for the relevant Project Plan and is contained in Appendices E.6 to E.20 of the SWTC, be based upon that initial plan;
 - (ii) whether or not an initial plan exists for the relevant Project Plan, be prepared and further developed in accordance with this deed, including this Schedule 18, section 3.8 of the SWTC (Rozelle Interchange) and section 2.3 of the Technical Requirements; and
 - (iii) contain any relevant contents required under this deed, including as specified in Schedule 40 and Appendix C.1 of the SWTC (Rozelle Interchange) and section 2.3 of the Technical Requirements.
- (b) Each Project Plan must be:
 - (i) initially submitted to the D&C Independent Certifier and the Principal's Representative within any relevant time period specified in this deed (including as specified in Schedule 40 and Appendix C.1 of the SWTC);
 - (ii) with respect to the COVID-19 Management Plan, submitted to the Principal's Representative within the relevant time period specified in section 2.3 of the Technical Requirements; and
 - (iii) with respect to the Project Plans set out in section 2.3 of the Technical Requirements (other than the COVID-19 Management Plan), updated and re-submitted to the Principal's Representative within the relevant time period specified in section 2.3 of the Technical Requirements.

2. REVIEW OF PROJECT PLANS

- (a) The Principal's Representative may:
 - (i) review any Project Plan submitted under this Schedule 18; and
 - (ii) if the Project Plan submitted does not comply with this deed, notify the Contractor of that within 20 Business Days of the initial submission of the Project Plan.
- (b) If the Contractor receives a notice under section 2(a)(ii) of this Schedule 18, the Contractor must promptly submit an amended Project Plan, or relevant part or component of it, to the D&C Independent Certifier and the Principal's Representative. If the notice given under section 2(a)(ii) of this Schedule 18 is in relation to a Project Plan submitted or re-submitted pursuant to section 2.3 of the Technical Requirements, then the Contractor only needs to submit the relevant Project Plan to the Principal's Representative.
- (c) The Principal's Representative owes no duty to the Contractor to review any Project Plan submitted by the Contractor for errors, omissions or compliance with this deed.

3. **PURPOSE OF PROJECT PLANS**

The Contractor acknowledges and agrees that:

- (a) an intended purpose of each Project Plan is for the Contractor to provide a detailed description of how the Contractor intends to carry out the Contractor's Activities in accordance with the requirements of this deed with respect to the subject matter of each Project Plan; and
- (b) the Project Plans will require ongoing development, amendment and updating throughout the duration of the Contractor's Activities to take into account:
 - (i) Changes;
 - (ii) changes in Law;
 - (iii) the commencement of new phases or stages of design and construction as shown in the Overall D&C Program (Rozelle Interchange) and the Overall D&C Program (WHT Southern Tunnel Works);
 - (iv) those events or circumstances expressly identified for each Project Plan including as specified in Schedule 40, Appendix C.1 of the SWTC (Rozelle Interchange) and section 2.3 of the Technical Requirements; and
 - (v) any other events or circumstances which occur or come into existence and which have, or may reasonably be expected to have, a material effect on the manner in which the Contractor carries out the Contractor's Activities.

4. **WARRANTIES AND UNDERTAKINGS**

The Contractor:

- (a) warrants that each Project Plan will be fit for its intended purpose and that compliance by it with the Project Plans will enable it to fulfil its obligations under this deed;
- (b) must not decrease or otherwise reduce the scope of any Project Plan, or the scope of work or level of effort or expertise required by a Project Plan, or the number of personnel or extent of surveillance required, including any initial Project Plan and any revision of a Project Plan, without the prior written approval of the Principal's Representative (which must not be unreasonably withheld); and
- (c) must continue to develop and promptly amend or update the Project Plans:
 - (i) to take into account:
 - (A) the circumstances and events referred to in section 3(b) as those circumstances and events occur or come into existence; and
 - (B) any breach or potential breach of the warranties referred to in section 4(a); and
 - (ii) as otherwise specified in Schedule 40, the SWTC (Rozelle Interchange), including Appendix C.1 of the SWTC (Rozelle Interchange) and the SWTC (WHT Southern Tunnel Works), including section 2.3 of the Technical Requirements,

and promptly submit each further Project Plan to the D&C Independent Certifier (if applicable) and the Principal's Representative as it is further developed, amended or updated.

5. THE PRINCIPAL'S REPRESENTATIVE'S DIRECTION

If the Principal's Representative believes that:

- (a) any Project Plan does not comply with the requirements of this deed; or
- (b) the Contractor has not further developed, updated or amended any Project Plan in accordance with the requirements of section 3(b),

the Principal's Representative may by written notice direct the Contractor to further develop, update or amend the Project Plan so that the Project Plan will comply with the requirements of this deed, specifying:

- (c) the reasons why such development, updating or amending is required; and
- (d) the time within which such development, updating or amending must occur,

and the Contractor must:

- (e) further develop, update or amend the Project Plan as directed by the Principal's Representative and the D&C Independent Certifier and so that it complies with the requirements of this deed; and
- (f) submit the further developed, updated or amended Project Plan to the Principal's Representative and the D&C Independent Certifier and the WHT Independent Certifier within the time specified in section 5(d).

SCHEDULE 19

Not used

SCHEDULE 20

Quality Management

(Clauses 12 and 13)

1. QUALITY MANAGEMENT, VERIFICATION AND CERTIFICATION

- (a) The Principal and the Contractor acknowledge that the design and construct project delivery method chosen for the Contractor's Activities, the Project Works and the Temporary Works:
- (i) requires the Contractor to assume responsibility for all aspects of quality for the Contractor's Activities and for the durability of the Project Works and the Temporary Works;
 - (ii) allows:
 - (A) the D&C Independent Certifier to observe, monitor, audit and test all aspects of quality in the Contractor's Activities (Rozelle Interchange) and the durability of the Project Works (Rozelle Interchange) and the Temporary Works (Rozelle Interchange) to certify compliance with the requirements of this deed; and
 - (B) the WHT Independent Certifier to observe, monitor, audit and test all aspects of quality in the Contractor's Activities (WHT Southern Tunnel Works) and the durability of the WHT Southern Tunnel Works and the Temporary Works (WHT Southern Tunnel Works) to certify compliance with the requirements of this deed;
 - (iii) requires:
 - (A) the D&C Independent Certifier by reviewing and assessing quality in the Contractor's Activities (Rozelle Interchange) and the durability of the Project Works (Rozelle Interchange), the Temporary Works (Rozelle Interchange) and the Motorway, to certify the Contractor's compliance with the requirements of this deed; and
 - (B) the WHT Independent Certifier by reviewing and assessing quality in the Contractor's Activities (WHT Southern Tunnel Works) and the durability of the WHT Southern Tunnel Works and the Temporary Works (WHT Southern Tunnel Works), to certify the Contractor's compliance with the requirements of this deed; and
 - (iv) allows the Principal's Representative to monitor compliance of the Contractor's Activities with the requirements of this deed.
- (b) The Contractor must ensure a Quality Manager is engaged who must:
- (i) independently certify the effectiveness and integrity of the Contractor's quality system in achieving conformance with the requirements of this deed;
 - (ii) report to the Principal's Representative, the D&C Independent Certifier and the WHT Independent Certifier on quality issues in accordance with the requirements of this deed; and
 - (iii) have the requisite experience and ability to carry out the functions described in sections 1(b)(i) and 1(b)(ii) of this Schedule 20.

- (c) The Contractor must provide to the Principal's Representative a certificate executed by the Quality Manager:
 - (i) in the form of Appendix A of this Schedule 20, within 60 Business Days after the date of this deed;
 - (ii) in the form of Appendix B of this Schedule 20, every 60 Business Days from the date of this deed until the date which is the later of the Date of Opening Completion and the Date of Completion (WHT Southern Tunnel Works);
 - (iii) in the form of Appendix C of this Schedule 20:
 - (A) in respect of the Project Works (Rozelle Interchange), as a condition precedent to Opening Completion; and
 - (B) in respect of the WHT Southern Tunnel Works, as a condition precedent to Completion (WHT Southern Tunnel Works); and
 - (iv) in the form of Appendix D of this Schedule 20, upon the expiry of the last Defects Correction Period.
- (d) The Contractor must provide to the Principal's Representative a certificate executed by:
 - (i) the D&C Independent Certifier in the form of Appendix E of this Schedule 20, within 60 Business Days after the date of this deed;
 - (ii) the D&C Independent Certifier in the form of Appendix F of this Schedule 20, every 60 Business Days from the date of this deed until the Date of Opening Completion;
 - (iii) where Opening Completion is achieved prior to Completion (WHT Southern Tunnel Works), the WHT Independent Certifier in the form of Appendix F of this Schedule 20, every 60 Business Days from the Date of Opening Completion until the Date of Completion (WHT Southern Tunnel Works);
 - (iv) in respect of the Project Works (Rozelle Interchange) and the Contractor's Activities (Rozelle Interchange), the D&C Independent Certifier in the form of Appendix G of this Schedule 20, upon the expiry of the last Defects Correction Period in respect of the Project Works (Rozelle Interchange); and
 - (v) in respect of the WHT Southern Tunnel Works and the Contractor's Activities (WHT Southern Tunnel Works), the WHT Independent Certifier in the form of Appendix G of this Schedule 20, upon the expiry of the last Defects Correction Period in respect of the WHT Southern Tunnel Works.
- (e) The D&C Independent Certifier must audit and review each revision of the Quality Plan within 8 Business Days after submission of that plan to the Principal's Representative.
- (f) The Contractor must provide to the Principal's Representative a certificate executed by the Contractor's Environmental Manager in the form of Appendix H of this Schedule 20 every 85 Business Days from the date of this deed until the date which is the later of the Date of Opening Completion and the Date of Completion (WHT Southern Tunnel Works).
- (g) The Contractor must provide to the Principal's Representative a certificate executed by:

- (i) the Contractor in the form of Appendix I, in accordance with clauses 13.3(c)(i) and 13.3(c)(iii) of this deed;
- (ii) the Subcontractor in the form of Appendix J, in accordance with clause 13.3(c)(ii) of this deed;
- (iii) in respect of Design Documentation for the Project Works (Rozelle Interchange, the Temporary Works (Rozelle Interchange) or the Contractor's Activities (Rozelle Interchange), the D&C Independent Certifier in the form of Appendix K, in accordance with clause 13.3(c)(i) of this deed;
- (iv) in respect of Design Documentation for the WHT Southern Tunnel Works, the Temporary Works (WHT Southern Tunnel Works) or the Contractor's Activities (WHT Southern Tunnel Works), the WHT Independent Certifier in the form of Appendix K, in accordance with clause 13.3(c)(i) of this deed;
- (v) the Proof Engineer in the form of Appendix L, in accordance with clause 13.3(c)(ia) of this deed; and
- (vi) the Independent Checking Engineer in the form of Appendix M, in accordance with clause 13.3(c)(ib) of this deed.

2. **HOLD POINTS**

The Contractor must comply with the Hold Point procedures required by this deed, including as inserted in Project Plans by the D&C Independent Certifier pursuant to clause 12.3(d)(iii) or by the WHT Independent Certifier pursuant to clause 12.3A(e)(iii).

3. **PROJECT QUALITY NON-CONFORMANCE**

- (a) The Contractor must comply with the procedure for non-conformances set out in Appendix C.7 of the SWTC (Rozelle Interchange) and Appendix C.7 of the SWTC (WHT Southern Tunnel Works) and the Quality Plan. Further to the provisions of clause 8.3(b) of AS/NZS ISO 9001-2016, the use, release or acceptance of nonconforming work can only be given by the Principal's Representative, in its absolute discretion and without being under any obligation to do so.
- (b) Corrective actions implemented under the Contractor's quality system must comply with the requirements of this deed including the SWTC.
- (c) The Contractor must promptly issue all documents relating to quality non-conformances to the Principal's Representative.

4. **MONITORING AND AUDITS**

The Contractor must:

- (a) have its compliance with the Project Plans audited at intervals not exceeding 5 months and 15 Business Days during the Project Works at its cost by an independent auditor who is acceptable to the Principal;
- (b) permit representatives of the Principal, the WHT Independent Certifier and the D&C Independent Certifier to be present during such audits; and
- (c) deliver 3 copies of each audit report to the Principal, the WHT Independent Certifier and the D&C Independent Certifier within 3 Business Days of its completion.

5. **TESTING**

The Contractor must carry out all tests required:

- (a) by this deed; or
- (b) otherwise directed by the Principal's Representative.

The costs of a test which is directed by the Principal's Representative and which is not otherwise required by this deed will be borne by the Principal unless the test detects a Defect or is upon a Defect (in which case all such costs will be borne by the Contractor).

Appendix A

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(i) of Schedule 20 to the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert] with respect to the Project, I hereby certify that the Contractor's Quality Management System under clause 12.1 and Schedule 20 of the deed is in accordance with the Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by
[Quality Manager]

Appendix B

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(ii) of Schedule 20 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert] with respect to the Project, I hereby certify that between the following dates [Insert dates of preceding 60 Business Day period]:

- (a) the Contractor's Quality Management System under clause 12.1 and Schedule 20 of the deed was in accordance with AS/NZS ISO 9001-2016 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Contractor's Quality Management System were in accordance with AS/NZS ISO 9001-2016;
- (c) the Contractor complied with and satisfied the requirements of the Principal's General Specification Q6;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the Principal's Representative and the D&C Independent Certifier in accordance with the deed.

.....

Signed by
[Quality Manager]

Appendix C

Completion – Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(iii) of Schedule 20 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert] with respect to the Project, I hereby certify in relation to the [Project Works (Rozelle Interchange) / WHT Southern Tunnel Works] that:

- (a) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;
- (b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 13.3 of the deed, subject to minor Defects as referred to in Part [A / C] of Schedule 24;
- (c) the release of all Hold Points has been undertaken in accordance with the deed; and
- (d) all documentation has been recorded and submitted to the [D&C Independent Certifier / WHT Independent Certifier] and the Principal's Representative in accordance with the deed.

.....
Signed by
[Quality Manager]

Appendix D

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(iv) of Schedule 20 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert] with respect to the Project, I hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

- (a) the release of all Hold Points has been undertaken in accordance with the deed;
- (b) all design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with this deed; and
- (c) all documentation has been recorded and submitted to the D&C Independent Certifier and the WHT Independent Certifier (as applicable) and the Principal's Representative in accordance with the deed.

.....

Signed by
[Quality Manager]

Appendix E

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

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

In accordance with the terms of section 1(d)(i) of Schedule 20 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert] with respect to the Project, we hereby certify that the Contractor's Quality Management System under clause 12.1 and Schedule 20 of the deed is in accordance with the Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

.....

Signed by and on behalf of
[insert name of D&C Independent Certifier]

Appendix F

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

From: [insert name of D&C Independent Certifier / WHT Independent Certifier] (ABN [])

In accordance with the terms of section [1(d)(ii)/1(d)(iii)] of Schedule 20 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [*insert*] with respect to the Project, we hereby certify that between the following dates [*Insert dates of preceding 60 Business Day period*]:

- (a) the Contractor's quality system under clause 12.1 and Schedule 20 of the deed is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;
- (b) any Subcontractors' quality systems which form a part of the Contractor's Quality Management System are in accordance with AS/NZS ISO 9001;
- (c) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;
- (d) the release of Hold Points has been undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the deed, including the [SWTC (Rozelle Interchange) / SWTC (WHT Southern Tunnel Works)]; and
- (f) that documentation has been recorded and submitted to the Principal's Representative in accordance with the deed.

.....
Signed by

[insert name of D&C Independent Certifier / WHT Independent Certifier] (ABN [])

Appendix G

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

From: [insert name of D&C Independent Certifier / WHT Independent Certifier] (ABN [])

In accordance with the terms of section [1(d)(iv)/1(d)(v)] of Schedule 20 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert] with respect to the Project, we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed in respect of the [Project Works (Rozelle Interchange) / WHT Southern Tunnel Works]:

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

.....

Signed by
[insert name of D&C Independent Certifier / WHT Independent Certifier]

Appendix H

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 12.1 and Schedule 20)

To: The Principal's Representative

From: [Environmental Manager]

In accordance with the terms of section 1(f) of Schedule 20 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert] with respect to the Project, I hereby certify that between the following dates [Insert dates of preceding 85 Business Day period]:

- (a) the Contractor's Environmental Management System under section 3.3.1 of the SWTC (Rozelle Interchange) and section 3.3.1 of the SWTC (WHT Southern Tunnel Works) was in accordance with AS/NZS ISO 14001-2016;
- (b) any Subcontractors' Environmental Management Systems which form a part of the Contractor's Environmental Management System were in accordance with AS/NZS ISO 14001-2016;
- (c) the Contractor complied with and satisfied the requirements of the Principal set out in section 3.3 of the SWTC (Rozelle Interchange) and section 3.3.1 of the SWTC (WHT Southern Tunnel Works) and in the Environmental Documents;
- (d) the release of Hold Points was undertaken in accordance with the deed;
- (e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the deed; and
- (f) that documentation was recorded and submitted to the WHT Independent Certifier or the D&C Independent Certifier (as applicable) and the Principal's Representative in accordance with the deed.

.....

Signed by
[Environmental Manager]

Appendix I

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 13.3(c)(i) and 13.3(c)(iii), Schedule 20 and Contractor Documentation Schedule)

Contractor Design Certificate

To: The Principal's Representative

From: CPB Contractors Pty Limited and John Holland Pty Ltd

In accordance with the terms of clause 13.3(c) of the "Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed" (**D&C Deed**), the Contractor certifies that the attached Design Documentation:

- (a) is appropriate for construction;
- (b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC (Rozelle Interchange) and SWTC (WHT Southern Tunnel Works); and
- (c) does not involve or constitute a Change which has not been the subject of a Change Order or a notice issued by the Principal under section 2.3 of the Change Procedure or a notice under clause 14 of the "Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed".

Signed by

CPB Contractors Pty Limited and John Holland Pty Ltd

Appendix J

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 13.3(c)(ii), Schedule 20 and Contractor Documentation Schedule)

Subcontractor Design Certificate

To: The Principal's Representative

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

In accordance with the terms of clause 13.3(c) of the "Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed" (**D&C Deed**), the Subcontractor certifies that the attached Design Documentation:

- (a) is appropriate for construction; and
- (b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC (Rozelle Interchange) and SWTC (WHT Southern Tunnel Works), to the extent those requirements are relevant to the Subcontractor's scope of work.

Signed by

[Subcontractor]

Appendix K

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 13.3(c)(i), Schedule 20 and Contractor Documentation Schedule)

Independent Certifier Design Certificate

In accordance with the terms of clause 13.3(c) of the "Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed" (**D&C Deed**), the [D&C Independent Certifier / WHT Independent Certifier] verifies that the attached Design Documentation:

- (a) not used; and
- (b) complies with the D&C Deed including the [SWTC (Rozelle Interchange) / SWTC (WHT Southern Tunnel Works)] and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the [SWTC (Rozelle Interchange) / SWTC (WHT Southern Tunnel Works)].

Signed by

[D&C Independent Certifier / WHT Independent Certifier]

Appendix L

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 13.3(c)(ia), Schedule 20 and Contractor Documentation Schedule)

Proof Engineer's Certificate – Design Documentation

To: The Principal's Representative

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

In accordance with the terms of clause 13.3(c)(ia) of the "Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed" (**D&C Deed**), we hereby:

- (a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 12.7(d)(ii)(A) of the D&C Deed; and
- (b) certify that those elements of the Category 1 Temporary Works identified in the attached Category 1 Temporary Works Design Documentation:
 - (i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the D&C Deed; and
 - (ii) comply with the Scope of Works and Technical Criteria.

.....

Signed for and on behalf of

[***Insert Proof Engineer's name***]

Appendix M

Rozelle Interchange and Western Harbour Tunnel Project (Project)

(Clause 13.3(c)(ib), Schedule 20 and Contractor Documentation Schedule)

Independent Checking Engineer's Certificate – Design Documentation

To: The Principal's Representative

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

In accordance with the terms of clause 13.3(c)(ib) of the "Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed" (**D&C Deed**), we hereby:

- (a) confirm that we have undertaken the check required under, and in accordance with, clause 12.8(d)(ii)(A) of the D&C Deed; and
- (b) confirm that those elements of the Category 2 Temporary Works identified in the attached Category 2 Temporary Works Design Documentation:
 - (i) not used; and
 - (ii) comply with the SWTC.

.....

Signed for and on behalf of

[***Insert Independent Checking Engineer's name***]

SCHEDULE 21

Change Procedure

(Clause 14)

1. CHANGES PROPOSED BY THE PRINCIPAL

1.1 Change Proposal

(a) The Principal may at any time prior to:

- (i) in respect of the Project Works (Rozelle Interchange), Temporary Works (Rozelle Interchange), Contractor's Activities (Rozelle Interchange) and the D&C Phase Maintenance (Rozelle Interchange), the Date of Opening Completion; and
- (ii) in respect of the WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works), Contractor's Activities (WHT Southern Tunnel Works) and the D&C Phase Maintenance (WHT Southern Tunnel Works), the Date of Completion (WHT Southern Tunnel Works),

issue to the Contractor a notice titled "Change Proposal" setting out the details of a proposed Change, which the Principal is considering, including:

- (iii) the proposed requirements for the implementation of the proposed Change; and
- (iv) any specific information that the Principal requires the Contractor to include in the Contractor Change Notice or that may be relevant to the preparation of the Contractor Change Notice.

(b) The Contractor acknowledges that the Principal may issue a Change Proposal that decreases, omits, deletes or removes work from the scope of the:

- (i) Contractor's Activities;
- (ii) Project Works;
- (iii) Temporary Works; or
- (iv) the D&C Phase Maintenance,

(Excluded Works), and may carry out that Excluded Works itself or may engage another person to carry out the Excluded Works on its behalf.

(c) Except:

- (i) as directed in a Change Order; or
- (ii) in respect of a Change contemplated in clauses 7.4(a), 7.4B, 9.18(b), 11.12, 11A.2(e)(iii), 11B.4(d)(iii), 13.4(a)(ii)(B), 25.2, 26.12, 26.13 and 39.1(c)(i),

the Contractor will not be entitled to:

- (iii) make any Claim against the Principal arising out of, or in any way in connection with, a Change proposed by the Principal; or

- (iv) vary or change the Contractor's Activities, Project Works, the Temporary Works or the D&C Phase Maintenance.

1.2 Contractor Change Notice

As soon as practicable and in any event within 20 Business Days after receipt of a "Change Proposal" from the Principal under section 1.1(a), the Contractor must provide the Principal with a notice (**Contractor Change Notice**) setting out detailed particulars of:

- (a) estimated costs comprised of in the event of any Change, the Change Costs it will incur, or the Change Savings it will derive, by carrying out the proposed Change (which may include Contractor's Delay Costs if applicable), substantiated (to the full extent possible) with a detailed breakdown (including an indicative program of when costs will be incurred). Where reasonably requested by the Principal, the Change Costs will, where relevant, be based on the rates set out in Schedule 31A. The Contractor will also provide its proposed amendments to the Forecast Cumulative Limit in Part A of Schedule 31A or Part B of Schedule 31A (as applicable) to reflect the Change Costs;
- (b) the effect (if any) the Contractor anticipates the Change will have on the Overall D&C Program (Rozelle Interchange) or the Overall D&C Program (WHT Southern Tunnel Works) and the Contractor achieving:
 - (i) WHT Interface Milestone Completion of each WHT Interface Milestone by the relevant Date for WHT Interface Milestone Completion;
 - (ii) WHT Southern Tunnel Design Milestone Completion of each WHT Southern Tunnel Design Milestone by the relevant Date for WHT Southern Tunnel Design Milestone Completion;
 - (iii) Opening Completion by the Date for Opening Completion;
 - (iv) Opening Completion by the Sunset Date (Opening Completion);
 - (v) Completion by the Date for Completion;
 - (vi) Completion (WHT Southern Tunnel Works) by the Date for Completion (WHT Southern Tunnel Works);
 - (vii) Completion (WHT Southern Tunnel Works) by the Sunset Date (WHT Southern Tunnel Works); and
 - (viii) Final Completion by the Date for Final Completion;
- (c) if the proposed Change will delay the Contractor in achieving WHT Interface Milestone Completion of a WHT Interface Milestone, WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, Opening Completion, Completion, Completion (WHT Southern Tunnel Works) or Final Completion, state the number of days for which the extension of time to:
 - (i) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i) of this deed applies;
 - (ii) the Date for Completion, if clause 16.8(b)(ii) of this deed applies;
 - (iii) the relevant Date for WHT Interface Milestone Completion, if clause 16.8(ba) of this deed applies;

- (iv) the relevant Date for WHT Southern Tunnel Design Milestone Completion, if clause 16.8(bb) of this deed applies;
 - (v) both the Date for Completion (WHT Southern Tunnel Works) and Date for Final Completion, if clause 16.8(b)(iii) of this deed applies; or
 - (vi) the Date for Final Completion, if clause 16.8(b)(iv) of this deed applies,
- is claimed together with the basis of calculating that period;
- (d) the effect the Contractor anticipates the Change will have on the performance of the Contractor's Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance (including specific details of the work that will be affected and how and to what extent it will be affected);
 - (e) the effect the Contractor anticipates the Change will have on the functionality or integrity of the elements of the Contractor's Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance and the quality or performance standards required by this deed, including specific details of:
 - (i) the elements of the Contractor's Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance that will be affected;
 - (ii) how and to what extent the functionality or integrity of those elements will be affected;
 - (iii) the quality or performance standards affected and how and to what extent they will be affected; and
 - (iv) any adverse effect which the Change will have on the Contractor's ability to satisfy its obligations under this deed (including any warranties the Contractor is required to give under this deed);
 - (f) any other information concerning the proposed Change which the Principal's Representative reasonably requires, including:
 - (i) sufficient detail to allow the Principal to reconsider the need for the Change; and
 - (ii) whether any land in addition to the Construction Site, the Rozelle Interchange Works Site or the WHT Southern Tunnel Works Site is required to implement the Change;
 - (g) in respect of a proposed Change to the WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works), Contractor's Activities (WHT Southern Tunnel Works) or the D&C Phase Maintenance (WHT Southern Tunnel Works), the effect (if any) the Contractor anticipates the Change will have on the work, operations, maintenance or other activities to be executed by a WHT Interface Contractor (**Interface Works**), including whether the Contractor considers that any change or variation to the Interface Works will, or is likely to, be required to enable the proposed Change to be implemented or as a consequence of the proposed Change and, if so, any change that could be made to the proposed Change (including any change to the timing of the proposed Change or to the manner in which the Change is proposed to be implemented) to reduce or avoid the impact of the proposed Change on the relevant Interface Works; and
 - (h) the period within which the Contractor Change Notice remains valid for acceptance by the Principal, which must be a reasonable period of not less than 35 Business Days after the date of the Contractor Change Notice (**Validity Period**),

and the Principal will not be obliged to proceed with any Change proposed in a "Change Proposal".

1.3 **Contractor Change Notice Requirements**

- (a) The Contractor must ensure that the Contractor Change Notice is prepared:
 - (i) so as to avoid, as far as practicable, the need for a new Approval or a change to an existing Approval for the implementation of the Change;
 - (ii) on an Open Book Basis with respect to the Contractor's internal costs (and to this end the Contractor must allow the Principal review and audit rights sufficient to verify that the Contractor Change Notice has been prepared in accordance with the requirements of this deed (including the definitions of "Change Costs" and "Change Savings"));
 - (iii) assuming the Contractor is a willing, efficient and competent provider of the Change in an efficient and competitive market;
 - (iv) in a manner which is consistent with the reasonable requirements of the Principal for the implementation of the Change and which includes any specific information required by the Principal in the Change Proposal;
 - (v) having regard to minimising:
 - (A) the disruption to road users;
 - (B) delay in achieving WHT Interface Milestone Completion of each WHT Interface Milestone, Opening Completion, WHT Southern Tunnel Design Milestone Completion of each WHT Southern Tunnel Design Milestone, Completion, Completion (WHT Southern Tunnel Works) or Final Completion to the extent that it has not yet been achieved; and
 - (C) any adverse safety impacts of the Change;
 - (vi) in a manner which ensures that all appropriate insurances relevant to the Change are taken out and maintained consistently with those that would have been required by the Principal if the Change had been included in the Contractor's Activities, the Project Works, the Temporary Works or the D&C Phase Maintenance as applicable, as at the date of this deed or the Amendment Date (as applicable) (unless the Principal otherwise determines); and
 - (vii) in a manner so that there is no double counting.

1.4 **Election by the Principal**

Within the Validity Period, the Principal must either:

- (a) advise the Contractor that the Principal:
 - (i) requires further information and/or clarification with respect to the Contractor Change Notice; and/or
 - (ii) has altered the scope of the Change Proposal;
- (b) accept the Contractor Change Notice and:

- (i) if the Contractor Change Notice contains any options, nominate which option or options the Principal accepts;
- (ii) not used;
- (c) reject the Contractor Change Notice; or
- (d) except in the case of a Change contemplated in clauses 7.4(a), 7.4B, 9.18(b), 11.12, 11A.2(e)(iii), 11B.4(d)(iii), 13.4(a)(ii)(B), 25.2, 26.12, 26.13 or 39.1(c)(i) of this deed, withdraw the proposed Change,

by notice in writing to the Contractor (which in the case of section 1.4(b) must be titled "Change Order").

1.5 **Further information or altered scope**

If the Principal issues a notice in accordance with section 1.4(a), the Contractor must provide the Principal with an updated Contractor Change Notice addressing the issues raised by the Principal within 10 Business Days after receipt of the Principal's notice.

1.6 **Acceptance of the Contractor Change Notice**

If the Principal accepts the Contractor Change Notice in accordance with section 1.4(b):

- (a) the Contractor must proceed to implement (or procure the implementation of) the Change on the basis of the Contractor Change Notice; and
- (b) the Contractor's obligations under this deed will be varied in each case to the extent specified in the Contractor Change Notice (as accepted by the Principal).

1.7 **Rejection of the Contractor Change Notice**

- (a) If the Principal rejects the Contractor Change Notice in accordance with section 1.4(c) the Principal may require that:
 - (i) within a period of 5 Business Days after the date of the Principal's notice under section 1.4(b) or section 1.4(c), the parties commence consultation in good faith, and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Contractor Change Notice which are in dispute; and/or
 - (ii) if the Contractor Change Notice does not accurately set out the Contractor's entitlements in accordance with the requirements of this deed or comply with the requirements of the Change Proposal, the Contractor amend and resubmit the Contractor Change Notice.
- (b) If the parties reach agreement on the disputed matters in the Contractor Change Notice and the Principal directs the Contractor to proceed with the Change (by notice titled "Change Order"):
 - (i) the Contractor must proceed to implement (or procure the implementation of) the Change on the basis of the Contractor Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Contractor Change Notice which were in dispute); and
 - (ii) the Contractor's obligations under this deed will be varied to the extent specified in the Contractor Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Contractor Change Notice which were in dispute).

- (c) If the parties are unable to reach agreement under section 1.7(a) within 10 Business Days after the commencement of the consultation the Principal may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure. In resolving the dispute under the Dispute Resolution Procedure, the parties will, and will direct the Dispute Avoidance Board or arbitrator to:
- (i) have regard to the principles set out in section 1.3, to the extent relevant;
 - (ii) assume that funding for the Change will be provided by the Principal, unless the parties otherwise agree; and
 - (iii) determine all matters required to enable the Change to be implemented.
- (d) If the Principal refers the matter for dispute resolution, the Principal may also direct the Contractor to proceed to implement (or procure the implementation of) the Change by a notice titled "Change Order" whether or not the matters in dispute have been agreed or determined in accordance with the Dispute Resolution Procedure. If the Principal gives such a notice:
- (i) the disputed matters will, until the Principal and the Contractor otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by the Principal. In making its determination, the Principal will:
 - (A) have regard to the principles set out in section 1.3, to the extent relevant;
 - (B) assume that funding for the Change will be provided by the Principal, unless the parties otherwise agree; and
 - (C) determine all disputed matters required to enable the Change to be implemented, including the changes required to any D&C Documents within 20 Business Days of referral of the dispute;
 - (ii) subject to section 1.7(g), the Contractor must proceed to implement (or procure the implementation of) the Change on the basis determined reasonably by the Principal, notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and
 - (iii) any necessary adjustments will be made following the resolution of the matters in dispute.
- (e) Following resolution of the dispute referred for dispute resolution under section 1.7(c), the Principal may (unless it has already exercised its right under section 1.7(d)) elect to do either of the following:
- (i) require the Contractor to proceed to implement (or procure the implementation of) the Change in accordance with the Contractor Change Notice as varied by the resolution; or
 - (ii) except in the case of a Change contemplated in clauses 7.4(a), 7.4B, 9.18, 11.12, 11A.2(e)(iii), 11B.4(d)(iii), 13.4(a)(ii)(B), 25.2, 26.12, 26.13 and 39.1(c)(i) of this deed, withdraw the proposed Change,
- by notice to the Contractor (which in the case of section 1.7(e)(i) must be titled "Change Order").

- (f) If the Principal gives the Contractor a Change Order pursuant to section 1.7(e)(i), the Contractor:
 - (i) must proceed to implement (or procure the implementation of) the Change in accordance with the Contractor Change Notice (as varied by the resolution, once made); and
 - (ii) the Contractor's obligations under this deed, will be varied, in each case to the extent specified in the Contractor Change Notice (as varied by the resolution, once made).

1.8 **Withdrawal of the proposed Change**

If the Principal withdraws the Change Proposal in accordance with section 1.4(d) or section 1.7(e), the Contractor is not obliged or permitted to carry out the Change Proposal.

1.9 **The Principal may instruct the Contractor to proceed**

- (a) Whether or not:
 - (i) the Principal has issued a Change Proposal under section 1.1(a); or
 - (ii) the Contractor has issued a Contractor Change Notice in response to a Change Proposal under section 1.2,

the Principal may at any time prior to:

- (iii) in respect of the Project Works (Rozelle Interchange), Temporary Works (Rozelle Interchange), Contractor's Activities (Rozelle Interchange) or the D&C Phase Maintenance (Rozelle Interchange), the Date of Opening Completion; and
- (iv) in respect of the WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works), Contractor's Activities (WHT Southern Tunnel Works) or the D&C Phase Maintenance (WHT Southern Tunnel Works), the Date of Completion (WHT Southern Tunnel Works),

instruct the Contractor to implement a Change by issuing a notice titled "Change Order". In these circumstances the matters set out in sections 1.2(a) to 1.2(e) will, until the Principal and the Contractor otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by the Principal.

- (b) In making its determination, the Principal will:
 - (i) have regard to the principles set out in section 1.3, to the extent relevant;
 - (ii) assume that funding for the Change will be provided by the Principal, unless the parties otherwise agree; and
 - (iii) determine all matters required to enable the Change to be implemented within 20 Business Days of issue of the relevant Change Order referred to in section 1.9(a).
- (c) If the Contractor disagrees with a matter determined by the Principal under this section 1.9:
 - (i) the Contractor may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure;

- (ii) the Contractor must proceed to implement the Change on the basis determined by the Principal notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and
- (iii) any necessary adjustments will be made following the resolution of the matters in dispute.

2. **CHANGES PROPOSED BY THE CONTRACTOR**

2.1 **No Change without consent**

The Contractor must not (and must procure that its Related Parties do not) undertake any Change without the Principal's prior consent.

2.2 **Contractor proposal**

- (a) The Contractor may propose a Change to the Principal by giving the Principal a written notice with details of:
 - (i) the proposed Change;
 - (ii) the reason for the proposed Change;
 - (iii) the Contractor's estimate of the Change Costs it will incur, or the Change Savings it will derive, by carrying out the proposed Change, substantiated (to the full extent possible) with a detailed breakdown. The Contractor will also provide its proposed amendments to the Forecast Cumulative Limit in Part A of Schedule 31A or Part B of Schedule 31A (as applicable) to reflect the Change Costs;
 - (iv) the effect of the proposed Change on the Contractor's Activities;
 - (v) the time within which the proposed Change will be implemented and the manner in which the Contractor proposes to implement (or procure the implementation of) the Change;
 - (vi) the effect of the proposed Change on the Overall D&C Program (Rozelle Interchange) and /or the Overall D&C Program (WHT Southern Tunnel Works) and the Contractor achieving:
 - (A) WHT Interface Milestone Completion of each WHT Interface Milestone by the relevant Date for WHT Interface Milestone Completion;
 - (B) WHT Southern Tunnel Design Milestone Completion of each WHT Southern Tunnel Design Milestone by the relevant Date for WHT Southern Tunnel Design Milestone Completion;
 - (C) Opening Completion by the Date for Opening Completion;
 - (D) Opening Completion by the Sunset Date (Opening Completion);
 - (E) Completion by the Date for Completion;
 - (F) Completion (WHT Southern Tunnel Works) by the Date for Completion (WHT Southern Tunnel Works);
 - (G) Completion (WHT Southern Tunnel Works) by the Sunset Date (WHT Southern Tunnel Works); and

- (H) Final Completion by the Date for Final Completion;
- (vii) if the proposed Change will delay the Contractor in achieving WHT Interface Milestone Completion of a WHT Interface Milestone, WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, Opening Completion, Completion, Completion (WHT Southern Tunnel Works) or Final Completion, state the number of days that each of:
- (A) WHT Interface Milestone Completion of each WHT Interface Milestone;
 - (B) WHT Southern Tunnel Design Milestone Completion of each WHT Southern Tunnel Design Milestone;
 - (C) Opening Completion;
 - (D) Completion;
 - (E) Completion (WHT Southern Tunnel Works); or
 - (F) Final Completion,
- will be delayed together with the basis of calculating such delay;
- (viii) the effect the Contractor anticipates the Change will have on the functionality or integrity of the elements of the Contractor's Activities, the Project Works, the Temporary Works, the Post Completion Activities and the quality or performance standards required by this deed, including specific details of:
- (A) the elements of the Contractor's Activities, the Project Works, the Temporary Works and the Post Completion Activities that will be affected;
 - (B) how and to what extent the functionality or integrity of those elements will be affected;
 - (C) the quality or performance standards affected and how and to what extent they will be affected; and
 - (D) any adverse effect which the Change will have on the ability of the Contractor to satisfy its obligations under this deed (including any warranties the Contractor is required to give under this deed); and
- (ix) in respect of a proposed Change to the WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works), Contractor's Activities (WHT Southern Tunnel Works) or the D&C Phase Maintenance (WHT Southern Tunnel Works), the effect (if any) the Contractor anticipates the Change will have on the work, operations, maintenance or other activities to be executed by a WHT Interface Contractor (**Interface Works**), including whether the Contractor considers that any change or variation to the Interface Works will, or is likely to, be required to enable the proposed Change to be implemented or as a consequence of the proposed Change and, if so, any change that could be made to the proposed Change (including any change to the timing of the proposed Change or to the manner in which the Change is proposed to be implemented) to reduce or avoid the impact of the proposed Change on the relevant Interface Works.
- (b) If the Contractor proposes a Change under this section 2.2, the Contractor will, if required by the Principal, give to the Principal:

- (i) a written statement from the Contractor stating that the proposed Change:
 - (A) will not adversely affect the functional integrity of any of the elements of the Contractor's Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance and the performance standards required by this deed; and
 - (B) will not adversely affect the quality standards, warranties and other obligations required under this deed;
- (ii) a written statement confirming that the Contractor has appropriate financial and technical resources to undertake the proposed Change; and
- (iii) any other information and supporting documentation the Principal's Representative reasonably requires.

2.3 **The Principal may approve or reject**

- (a) Subject to section 2.3(b), the Principal:
 - (i) (in its absolute discretion) may, by notice in writing, approve (with or without conditions) or reject any Change the Contractor proposes; and
 - (ii) will be under no obligation to approve any such Change for the convenience of, or to assist, the Contractor.
- (b) If, prior to the Date of Opening Completion (in respect of the Contractor's Activities (Project Works)) or prior to the Date of Completion (WHT Southern Tunnel Works) (in respect of the Contractor's Activities (WHT Southern Tunnel Works)):
 - (i) an event or circumstance occurs which prevents the Contractor from achieving Opening Completion, Completion, Completion (WHT Southern Tunnel Works) or Final Completion (as applicable), other than an event or circumstance arising as a consequence of:
 - (A) the Contractor's failure to comply with its obligations under a D&C Document;
 - (B) a breach by the Contractor of its warranties under a D&C Document;
 - (C) a wrongful act or omission of the Contractor or its Related Parties; or
 - (D) a failure by the Contractor or any of its Related Parties to comply with any Law; and
 - (ii) the Contractor proposes a Change to the SWTC pursuant to section 2.2 to enable the Contractor to complete the Project Works, the Temporary Works and the D&C Phase Maintenance at the Contractor's cost and risk,

then the Principal must act reasonably in considering the proposed Change. The Principal will be considered to have acted reasonably if the Principal rejects the Contractor's proposed Change where such change impacts on a WHT Interface Contractor or any Interface Works.

- (c) Prior to giving any notice under section 2.3(d), the Principal's Representative may seek to negotiate with the Contractor over the amount of the Change Costs or Change Savings arising from the proposed Change. If the parties agree the amount of the Change Costs or Change Savings arising from the proposed Change, the Contractor's notice will be deemed to be amended by the inclusion of this different

amount of Change Costs or Change Savings in place of the original Change Costs or Change Savings notified by the Contractor.

- (d) If the Principal approves a Change proposed by the Contractor:
 - (i) the Principal will issue a written notice entitled "Change Order";
 - (ii) the Contractor must thereafter implement (or procure the implementation of) the Change on the basis approved by the Principal; and
 - (iii) the Contractor's obligations under this deed will be varied in each case to the extent specified in the Contractor's notice issued under section 2.2(a) and approved by the Principal.

2.4 **Contractor's risk**

Unless otherwise agreed in writing by the Principal, the Contractor will:

- (a) bear all risk and costs:
 - (i) associated with proposing a Change and providing the details under section 2.2(a) and complying with section 2.2(b);
 - (ii) reasonably incurred by the Principal (or the Principal's Representative) in assessing the proposed Change (such costs to be a debt due and payable from the Contractor to the Principal); and
 - (iii) associated with implementing (or procuring the implementation of) the proposed Change, including obtaining and maintaining any Approvals necessary to implement the Change; and
- (b) not be entitled to make any Claim against the Principal arising out of or in connection with the Change proposed by the Contractor and approved by the Principal under section 2.3.

3. **CONSULTATION WITH WHT INTERFACE CONTRACTORS**

- (a) Without limiting clause 11A.4 of this deed, if the Contractor becomes aware that a proposed Change will, or is likely to, impact on any Interface Works, and in any case prior to:
 - (i) submitting a Contractor Change Notice in accordance with section 1.2; or
 - (ii) proposing a Change in accordance with section 2.2(a),the Contractor must:
 - (iii) notify the relevant WHT Interface Contractor(s) of the proposed Change; and
 - (iv) work closely and iteratively with the relevant WHT Interface Contractor(s) in good faith regarding the scope and design of the proposed Change (and, where applicable, the corresponding variation under the contract between the Principal or the [REDACTED] (as applicable) with the relevant WHT Interface Contractor (**Interface Works Contract**) in order to remove or reduce the impact that the proposed Change will or may have on the relevant Interface Works.
- (b) Where a variation is proposed under an Interface Works Contract, the Contractor agrees to work closely and iteratively with the relevant WHT Interface Contractor in



SCHEDULE 22

Pre-Agreed Changes

(Clause 14.2)

The following tables set out the Pre-Agreed Changes that may be directed by the Principal's Representative pursuant to clause 14.2.

A Pre-Agreed Change may only be directed as such, if directed by the Principal's Representative by the "Exercise Date" identified in the table below.

The amounts in the row titled "Change Cost for Pre-Agreed Change (excluding GST)" include all overheads and profit margins.

Pre-Agreed Change 1 – Property Works at Lot 20 / DP1151746

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <ul style="list-style-type: none"> a) Delete the document contained in the SWTC, Appendix E.2 (Property and Local Road Adjustments) and insert the document contained in Attachment 1 of this Schedule in its place. b) In clause 11.3(g)(iii) of this deed, insert "or, in the case of the Property Works the subject of Pre-Agreed Change 1, such access has not been provided on or before 1 January 2021".
Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))	1 January 2020
Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.

Pre-Agreed Change 2 – Level of Service for Ultimate States 1 & 2 at The Crescent and City West Link Intersection

This Pre-Agreed Change 2:

- a) requires the Contractor to develop, complete, issue and obtain verification of the Final Design Documentation for the new infrastructure and systems to allow traffic travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound, so that the intersection of The Crescent and City West Link achieves a Level of Service D in Ultimate States 1 & 2; and
- b) comprises two parts, PAC 2A and PAC 2B (as set out below), which the Principal’s Representative may separately direct under clause 14.2 of the D&C Deed (and is able to direct one or both).

PAC 2A - Level of Service for Ultimate States 1 & 2 at The Crescent and City West Link Intersection (Final Design Documentation Stage)

Amendments	<p>If directed by the Principal’s Representative under clause 14.2 of the D&C Deed, the D&C Documents would be changed in the following way:</p> <ul style="list-style-type: none"> a) In the SWTC, Appendix C.2 (Project Company Documentation Schedule), section 6 (Other Design Documentation Requirements), after paragraph (a) insert the following new paragraph: <ul style="list-style-type: none"> "b) <i>The Project Company must develop, complete, issue and obtain verification of Design Documentation (to Final Design Documentation Stage) for any new infrastructure and systems required to allow traffic travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound, so that the intersection of The Crescent and City West Link achieves a Level of Service D in Ultimate States 1 & 2.</i> c) <i>The Design Documentation referred to in paragraph (b) above must be based on the assumption of the following amendments being made to the SWTC:</i> <ul style="list-style-type: none"> i) <i>In the SWTC, Appendix B.2 (Geometric and Road Design Requirements), section 6.2 (Intersection and Connection Performance Criteria) the following words are deleted from paragraph b):</i> <p style="margin-left: 20px;"><i>", except for the intersection of City West Link and The Crescent, which must achieve a Level of Service no worse than Level of Service D in all Interim States. For the avoidance of doubt, the intersection of The Crescent and Johnston Street must be adjusted by the Project Company to achieve a Level of Service no worse than Level of Service D in all Interim and Ultimate States"</i></p> ii) <i>In the SWTC, Appendix E.1 (Principal Items of Infrastructure), the following words would be deleted from item 3, b) (xi):</i> <p style="margin-left: 20px;"><i>", including the necessary spatial allowances and Enabling Works (in accordance with section 5 of</i></p>
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	<p><i>Appendix B.30) to enable the WHT Contractor to complete a future conversion of the City West Link and The Crescent intersection to achieve a Level of Service at the intersection of no worse than a Level of Service D in Ultimate States 1 & 2, including by constructing a grade separation for vehicles travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound."</i></p> <p><i>iii) In the SWTC, Appendix B.30 (Enabling Works), section 1 (General), section 1.1 (General Requirements), paragraph a), subparagraph (iv) is deleted in its entirety, and insert the following new subparagraph is inserted in its place:</i></p> <p><i>"(iv) not used"</i></p> <p><i>iv) In the SWTC, Appendix B.30 (Enabling Works), section 5 (Enabling Works for WHT Works at City West Link and The Crescent Intersection) is deleted in its entirety."</i></p>
<p>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</p>	<p>2 January 2021</p>
<p>Change Costs for Pre-Agreed Change (excluding GST)</p>	<p>\$ [REDACTED] ([REDACTED] dollars)</p>
<p>Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)</p>	<p>None.</p>
<p>Additional Notes</p>	<p>The Principal and the Contractor acknowledge and agree the price and program for this Pre-Agreed Change is based on the assumption that the planning approval conditions for the Western Harbour Tunnel project are consistent with the Planning Approval and that the Western Harbour Tunnel planning approval will be received before 2 January 2021. To the extent that the:</p> <p>a) actual conditions differ from and has a material impact on the scope of this Pre-Agreed Change; or</p> <p>b) WHT planning approval is received later than 2 January 2021,</p> <p>this will be treated as a Change.</p> <p>If RMS instructs PAC 2A and not PAC 2B, the Contractor's obligations under this deed to ensure the design is fit for purpose will be limited to being fit for the purposes of a concept design.</p>

PAC 2B - Level of Service for Ultimate States 1 & 2 at The Crescent and City West Link Intersection (Finalise Design and Construct)

<p>Amendments</p>	<p>If directed by the Principal’s Representative under clause 14.2 of the D&C Deed, the D&C Documents would be changed in the following way:</p> <p>a) In the SWTC, Appendix B.2 (Geometric and Road Design Requirements), section 6.2 (Intersection and Connection Performance Criteria) delete the following words from paragraph b):</p> <p style="padding-left: 40px;"><i>”, except for the intersection of City West Link and The Crescent, which must achieve a Level of Service no worse than Level of Service D in all Interim States. For the avoidance of doubt, the intersection of The Crescent and Johnston Street must be adjusted by the Project Company to achieve a Level of Service no worse than Level of Service D in all Interim and Ultimate States”</i></p> <p>b) In the SWTC, Appendix C.2 (Project Company Documentation Schedule), section 6 (Other Design Documentation Requirements) delete paragraphs b) and c).</p> <p>c) In the SWTC, Appendix E.1 (Principal Items of Infrastructure), delete the following words from item 3, b) (xi):</p> <p style="padding-left: 40px;"><i>”, including the necessary spatial allowances and Enabling Works (in accordance with section 5 of Appendix B.30) to enable the WHT Contractor to complete a future conversion of the City West Link and The Crescent intersection to achieve a Level of Service at the intersection of no worse than a Level of Service D in Ultimate States 1 & 2, including by constructing a grade separation for vehicles travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound.”</i></p> <p>d) In the SWTC, Appendix B.30 (Enabling Works), section 1 (General), section 1.1 (General Requirements), paragraph a), delete subparagraph (iv) in its entirety, and insert the following new subparagraph in its place:</p> <p style="padding-left: 40px;"><i>“(iv) not used”</i></p> <p>e) In the SWTC, Appendix B.30 (Enabling Works), delete section 5 (Enabling Works for WHT Works at City West Link and The Crescent Intersection) in its entirety.</p>
<p>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</p>	<p>2 January 2021</p>

Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	<p>The Principal and the Contractor acknowledge and agree the price and program for this Pre-Agreed Change is based on the assumption that the planning approval conditions for the Western Harbour Tunnel project are consistent with the Planning Approval and that the Western Harbour Tunnel planning approval will be received before 2 January 2021. To the extent that the:</p> <p>a) actual conditions differ from and has a material impact on the scope of this Pre-Agreed Change; or</p> <p>b) WHT planning approval is received later than 2 January 2021, this will be treated as a Change.</p>

Pre-Agreed Change 3 – Design and Construction of WHT Connection Stubs

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <p>a) In the D&C Deed Schedule 37A (WHT Interface Milestones), delete the following rows:</p> <table border="1" data-bbox="555 1332 1380 1841"> <tr> <td>WHT Stubs</td> <td>SWTC, Appendix B.30, clause 2.3</td> <td>31 January 2023</td> <td rowspan="4">\$ [REDACTED]</td> </tr> <tr> <td>City West Link Cut and Cover Structure</td> <td>SWTC Appendix B30 clause 2.4</td> <td>31 January 2023</td> </tr> <tr> <td>Construction Compound Site at Rozelle Rail Yards</td> <td>SWTC Appendix B30 clause 4</td> <td>31 January 2023</td> </tr> <tr> <td>WHT Construction Power Provision at Rozelle Rail Yard</td> <td>SWTC Appendix B30 clause 3.3.7</td> <td>31 January 2023</td> </tr> </table> <p>and insert the following new rows in their place:</p> <table border="1" data-bbox="555 1899 1380 2024"> <tr> <td>WHT Stubs</td> <td>SWTC, Appendix B.30, clause 2.3</td> <td>31 January 2023</td> <td>\$ [REDACTED]</td> </tr> </table>				WHT Stubs	SWTC, Appendix B.30, clause 2.3	31 January 2023	\$ [REDACTED]	City West Link Cut and Cover Structure	SWTC Appendix B30 clause 2.4	31 January 2023	Construction Compound Site at Rozelle Rail Yards	SWTC Appendix B30 clause 4	31 January 2023	WHT Construction Power Provision at Rozelle Rail Yard	SWTC Appendix B30 clause 3.3.7	31 January 2023	WHT Stubs	SWTC, Appendix B.30, clause 2.3	31 January 2023	\$ [REDACTED]
WHT Stubs	SWTC, Appendix B.30, clause 2.3	31 January 2023	\$ [REDACTED]																		
City West Link Cut and Cover Structure	SWTC Appendix B30 clause 2.4	31 January 2023																			
Construction Compound Site at Rozelle Rail Yards	SWTC Appendix B30 clause 4	31 January 2023																			
WHT Construction Power Provision at Rozelle Rail Yard	SWTC Appendix B30 clause 3.3.7	31 January 2023																			
WHT Stubs	SWTC, Appendix B.30, clause 2.3	31 January 2023	\$ [REDACTED]																		

	WHT Construction Power Provision at Rozelle Rail Yard	SWTC Appendix B30 clause 3.3.7	31 January 2023	
	City West Link Cut and Cover Structure	SWTC Appendix B30 clause 2.4	30 June 2023	
	Driven Tunnel from CWL Cut and Cover Structure to the northern side of the southbound off ramp to City West Link gore (the WHT Connection Stubs)	SWTC Appendix B30 clause 2.5	30 June 2023	\$ [REDACTED]
	Construction Compound Site at Rozelle Rail Yards	SWTC Appendix B30 clause 4	30 June 2023	

b) In the SWTC, section 1.7 (Definitions), delete the words in paragraph a)(xvii) and insert the following new words in their place:

*"(xvii) **Enabling Works** means the Integration Works required by SWTC Appendix B.30"*

c) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), section 1.2 (Definitions in this Appendix), immediately after paragraph d), insert the following new paragraph:

"e) WHT Connections Stubs means the Carriageways comprising the CWL to WHT Tunnel and WHT to CWL Tunnel, from the City West Link Cut and Cover Structure (CWLCCS) to the stub location defined in section 2.5".

d) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), section 2.1 (General Requirements), paragraph a), immediately after subparagraph (iv), insert the following new subparagraph:

"v) WHT Connections Stubs (including permanent tunnel support, groundwater treatments, and the temporary fitout specified in Figure 2A)."

e) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), section 2.4 (City West Link Cut and Cover Structure), delete the first sentence in paragraph a).

f) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), section 2.4 (City West Link Cut and Cover Structure), paragraph a), delete subparagraphs (ii) and (iii) in their entirety, and insert the following new subparagraphs in their place:

"(ii) the tunnel portal capping beam, portal piles and permanent support of the rock face at the portal wall, including continuous waterproofing and groundwater drainage, with provisions for jointing and tie-in to the future tunnel fitout.

(iii) Not used."

	<p>g) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), section 2.4 (City West Link Cut and Cover Structure), delete paragraphs c) and d) in their entirety, and insert the following new paragraphs in their place:</p> <p style="padding-left: 40px;">"c) <i>Not used.</i></p> <p style="padding-left: 40px;">d) <i>The cut and cover structure and driven tunnel stubs must be available for the WHT Contractor by the date scheduled in the Deed. The Project Company must maintain the structure free of water until this date."</i></p> <p>h) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), immediately following section 2.4, insert the following new section 2.5:</p> <p style="padding-left: 40px;">"2.5 WHT Connections Stubs</p> <p style="padding-left: 40px;">a) <i>The WHT Connections Stubs must be excavated:</i></p> <p style="padding-left: 80px;">(i) <i>to a point north of the Iron Cove Link, generally to the extent shown in Figure 1 (Enabling Works), and more particularly to a point that is:</i></p> <p style="padding-left: 120px;">A. <i>20 metres clear to the north of the "road tunnel" to "road tunnel" crossing; or</i></p> <p style="padding-left: 120px;">B. <i>where this location is within a cavern, the southern end of the cavern which must be no less than 8 m clear of the "road tunnel" to "road tunnel" crossing.</i></p> <p style="padding-left: 40px;">b) <i>The WHT Connections Stubs must be provided with temporary measures such as lighting, ventilation, pumping, drainage, power and services identified on, and in accordance with Figure 2A, to enable and facilitate routine inspections and maintenance activities until the WHT Contractor takes control of the site.</i></p> <p style="padding-left: 40px;">c) <i>The WHT Connections Stubs must be designed for, and include provisions for future roadheader excavation and heavy plant access to enable completion of the future WHT Works.</i></p> <p style="padding-left: 40px;">d) <i>The WHT Connections Stubs must be complete and available for handover to the WHT Contractor by the date required in the Deed. Up until this date the Project Company must maintain the structure in a safe, dry and accessible condition.</i></p> <p style="padding-left: 40px;">e) <i>The Project Company is not required to undertake any permanent civil, mechanical or electrical fitout of the WHT Connections Stubs."</i></p> <p>i) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), in Attachment B.30-1 (Overview of Enabling Works Scope), delete Figure 1 in its entirety, and insert the new figure contained in Attachment 2 of this Schedule in its place.</p> <p>j) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), in Attachment B.30-2 delete the heading in its entirety, and insert the following new heading in its place:</p> <p style="padding-left: 40px;">"Attachment B.30-2: WHT Stubs and WHT Connections Stubs"</p>
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	<p>k) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), in Attachment B.30-2, immediately following Figure 2, insert the new figure contained in Attachment 3 of this Schedule.</p> <p>l) In the SWTC, Appendix E.1 (Principal Items of Infrastructure), in Table E.1-1 (Infrastructure to be Constructed), delete the rows:</p> <table border="1" data-bbox="584 383 1350 734"> <tr> <td data-bbox="584 383 671 477"></td> <td data-bbox="671 383 746 477">1.4</td> <td data-bbox="746 383 1350 477">Civil works for future WHT Connections, comprising:</td> </tr> <tr> <td data-bbox="584 477 671 734"></td> <td data-bbox="671 477 746 734"></td> <td data-bbox="746 477 1350 734">(a) civil works only for future carriageways from the WHT to CWL Tunnel to WHT Tunnel to City West Link (the WHT to CWL Ramps); and (b) provision for driven tunnel construction to occur from the WHT to CWL Ramps to the WHT Connections</td> </tr> </table> <p>and insert the following new rows in their place:</p> <table border="1" data-bbox="584 797 1350 1144"> <tr> <td data-bbox="584 797 671 891"></td> <td data-bbox="671 797 746 891">1.4</td> <td data-bbox="746 797 1350 891">Civil works for future WHT Connections, comprising:</td> </tr> <tr> <td data-bbox="584 891 671 1144"></td> <td data-bbox="671 891 746 1144"></td> <td data-bbox="746 891 1350 1144">(a) civil works associated with the CWL Cut and Cover Structure (CWLCCS); (b) civil works associated with the driven tunnel from CWLCCS and provision for driven tunnel construction to occur from the driven tunnel, to the WHT Connections (WHT Connections Stubs).</td> </tr> </table>		1.4	Civil works for future WHT Connections, comprising:			(a) civil works only for future carriageways from the WHT to CWL Tunnel to WHT Tunnel to City West Link (the WHT to CWL Ramps); and (b) provision for driven tunnel construction to occur from the WHT to CWL Ramps to the WHT Connections		1.4	Civil works for future WHT Connections, comprising:			(a) civil works associated with the CWL Cut and Cover Structure (CWLCCS); (b) civil works associated with the driven tunnel from CWLCCS and provision for driven tunnel construction to occur from the driven tunnel, to the WHT Connections (WHT Connections Stubs).
	1.4	Civil works for future WHT Connections, comprising:											
		(a) civil works only for future carriageways from the WHT to CWL Tunnel to WHT Tunnel to City West Link (the WHT to CWL Ramps); and (b) provision for driven tunnel construction to occur from the WHT to CWL Ramps to the WHT Connections											
	1.4	Civil works for future WHT Connections, comprising:											
		(a) civil works associated with the CWL Cut and Cover Structure (CWLCCS); (b) civil works associated with the driven tunnel from CWLCCS and provision for driven tunnel construction to occur from the driven tunnel, to the WHT Connections (WHT Connections Stubs).											
<p>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</p>	<p>30 September 2019</p>												
<p>Change Costs for Pre-Agreed Change (excluding GST)</p>	<p>\$ [REDACTED] ([REDACTED] dollars).</p> <p>The amount above excludes the following scope items associated with utility diversion works that may be required as a result of this Pre-Agreed Change being directed by the Principal's Representative under clause 14.2 of the D&C Deed:</p> <ul style="list-style-type: none"> a) any disposal of excavated spoil, waste classification testing of spoil, backfilling and dewatering (including for any for any excavations included as Provisional Sum Work); b) disposal of redundant utilities and infrastructure; c) site management including site security, fencing and signage around excavations; d) space proofing of relocation routes; e) excavation, backfill and reinstatement works; f) removal and disposal of redundant isolated water mains and infrastructure; 												

	<p>g) pre and post dilapidation surveys;</p> <p>h) community consultations;</p> <p>i) environmental assessment or controls;</p> <p>j) management of noise controls;</p> <p>k) authority approvals;</p> <p>l) removal of site obstacles;</p> <p>m) vegetation removal;</p> <p>n) heritage or aboriginal assessment, controls or mitigation measures;</p> <p>o) permanent restorations;</p> <p>p) easement tenures;</p> <p>q) lay down areas;</p> <p>r) obtaining Road Occupancy Licenses;</p> <p>s) fencing, barriers, signing, day-markers and guarding.</p> <p>The Contractor has identified a provisional amount of \$ [REDACTED] ([REDACTED] dollars) to undertake the scope identified above.</p>
<p>Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)</p>	<p>None.</p>
<p>Additional Notes:</p>	<p>The Principal and the Contractor acknowledge and agree that this Pre-Agreed Change is based on the following technical assumptions:</p> <p>a) The M&E space proofing adopted for the WHT Connection Stubs is the same as that shown in the Concept Design for Rozelle Interchange.</p> <p>b) The extent of the WHT Connection Stubs excavation and construction is limited to the road tunnels, emergency egress cross passages, longitudinal emergency egress passages and FRNSW access cross passages shown on Drawings RIC-WAJ-DRG-RD03-0503 Rev T in Attachment 4 of this Schedule, namely:</p> <ul style="list-style-type: none"> • Control Line M1B0 - From Chainage 1112 m to Chainage 1610 m, a point 20 m clear to the north of the Iron Cove Link road tunnel (M190) crossing; • Control Line M1C0 - From Chainage 2200 m to Chainage 1786 m, a point 16 m clear to the north of the Iron Cove Link road tunnel (M190) crossing; • Control Line M1C1 - From Chainage 657 m to Chainage 213 m, a point 10 m clear to the north of the Iron Cove Link road tunnel (M190) crossing; • Emergency egress cross passages XP450, XP460, XP470, XP480, XP485, XP490, XP500, XP510; and

	<ul style="list-style-type: none"> • Longitudinal emergency egress passage LEP140 between XP485 and XP510. <p>c) The extent of the WHT Connection Stubs excavation excludes in its entirety the diverge cavern for ramps M1C0 and M1C1.</p> <p>d) The extent of the WHT Connection Stubs excavation excludes the excavation of the trench for the permanent drainage.</p> <p>e) The extent of the WHT Connection Stubs excavation excludes the excavation of any additional egress connection that may be required by fire and life safety design to provide an egress route from the longitudinal egress passage (LEP140) situated within M1C1 to an external point of safety. Possible engineering solutions may include an underground connection to an additional egress shaft within the Project Boundary or a connecting passage to another tunnel. Provision of any additional tunnel or shaft for this potential egress connection is excluded from the pre-agreed Change Cost set out in this Pre-Agreed Change and will be dealt with as a Change.</p> <p>f) Where the works for this PAC are not able to be performed under the Planning Approval, the additional planning approval for this additional scope of works must be obtained by RMS before the latest date by which RMS may exercise this PAC.</p> <p>If any of these technical assumptions is not correct, that will be treated as a Change.</p>
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Pre-Agreed Change 4 – Design and Construction of WHT Temporary Access Tunnel Stub

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <p>a) In the SWTC Part B – Technical Requirements, immediately following section 2.15, insert the following new section 2.16:</p> <p style="text-align: center;">"2.16 WHT Temporary Access Tunnel Stub</p> <p style="padding-left: 40px;">a) <i>The Contractor must construct a WHT Temporary Access Tunnel Stub to facilitate a future decline from the Victoria Road Construction Site (decline to be constructed by the WHT Contractor). The stub must:</i></p> <p style="padding-left: 80px;">(i) <i>Extend to a minimum distance of 20m from the M5 to WHT Tunnel wall face;</i></p> <p style="padding-left: 80px;">(ii) <i>Comply with the requirements of SWTC Appendix B.3. For the avoidance of doubt, this stub is to be identified as Project Works and not Temporary Works;</i></p> <p style="padding-left: 80px;">(iii) <i>Be a minimum dimension of 10 m wide and 8 high; and</i></p> <p style="padding-left: 80px;">(iv) <i>Intersect the M5 to WHT Tunnel approximately 82m north of the rock pillar connecting the M5 to WHT Tunnel and CWL to WHT Tunnel.</i></p> <p style="padding-left: 40px;">b) <i>The Contractor must undertake the design and construction of all works necessary to address the temporary remaining face conditions of the WHT</i></p>
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	<p><i>Temporary Access Tunnel Stub in accordance with Figure 2A in SWTC Appendix B.30, ensuring that:</i></p> <ul style="list-style-type: none"> <i>(i) the excavated face will be supported (if required based on geotechnical inspection);</i> <i>(ii) any face reinforcement is able to be cut by the advancing roadheader;</i> <i>(iii) the face will be shotcreted; and</i> <i>(iv) a 20m probe hole is to be drilled at face on the alignment and grade of the WHT Temporary Access Tunnel Stub control line.</i>
Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))	31 December 2022
Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	<p>The Contractor must construct a stub to facilitate a future decline from the Victoria Road Construction Site. The stub must:</p> <ul style="list-style-type: none"> a) extend to a minimum distance of 20m from the northbound Main Carriageway wall face; b) comply with the requirements of SWTC Appendix B.3. For the avoidance of doubt, this stub is to be identified as Project Works and not Temporary Works for all SWTC requirements; c) be a minimum dimension of 10 m wide and 8 m high; d) Intersect the northbound main carriageway at a point to the north of the merge cavern pillar at Ch. 3266, generally in the location shown in Attachment 5; <p>The scope of works for the stub excludes all permanent back-end civil and M&E works such as drainage, pavement, barriers, architectural panels, lighting, ventilation, deluge system, etc.</p>

Pre-Agreed Change 5A – Stage 1 Enhanced Water Treatment Plant (Design)

<p>Amendments</p>	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <p>a) After SWTC Appendix B.30 Section 3.3.8 insert '3.3.8.1 Western Harbour Tunnel Southern Tunnels Construction Water Treatment</p> <p>The Contractor must design a supplementary water treatment plant that attempts to comply with the discharge criteria as outlined in the Division 5.2 Planning Approval utilising the following components:</p> <p>a) Carbon filtration system using granular activated carbon for removal of hydrocarbons, oils and grease based on a 15 minute empty bed contact. A carbon filtration system will include all required pressure vessels, supply of activated carbon filter media, filter feed/backwash pumps (also used to feed the IX system if included) and all valving/instrumentation required for operation of the filtration system.</p> <p>b) Ion exchange system for removal of specific heavy metals sized for a minimum continuous flow rate of 30l/s. The ion exchange system will include all required pressure vessels, supply of filter resin, all valving and instrumentation required for operation of the system.</p> <p>c) Breakpoint chlorination dosing system with sufficient residence time for a minimum continuous flow rate of 30l/s to convert Total Kjeldahl Nitrogen and ammonia to nitrates.</p> <p>d) Nitrate specific ion exchange system for removal of nitrate from the treated water. The system will include all required pressure vessels, supply of filter resin, all valving and instrumentation required for operation of the system.</p> <p>e) Phosphorous specific adsorption media for removal of phosphorous from the treated water. The system will include all required pressure vessels, supply of filter media, all valving and instrumentation required for operation of the filter system.</p> <p>The system is to treat a minimum continuous flow of 30 litres per second.</p> <p>The need and detailed specification for each treatment system shall be identified and determined through analysis by a competent water treatment supplier(s) and as a minimum be informed by:</p> <p>a) existing influent and effluent data</p> <p>b) surface water monitoring program data</p> <p>c) Preliminary discussions with EPA.</p>
<p>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</p>	<p>14 February 2022</p>

Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	<p>The Principal and the Contractor acknowledge and agree the price and program for this Pre-Agreed Change is based on the Division 5.2 Planning Approval condition E208 for the Western Harbour Tunnel project</p> <p>Regard shall be had for the intention of the parties to co-operate to seek to eliminate the need for proceeding with a Stage 1 and Stage 2 – Enhanced Water Treatment Plant. Part A of Schedule 6B sets out the initially proposed actions of the parties to accomplish this goal and provides context as to why the enhancements are proposed to be considered step-wise and in stages.</p>

Pre-Agreed Change 5B – Stage 1 Enhanced Water Treatment Plant (Supply, Installation and Operation)

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <p>a) After SWTC Appendix B.30 Section 3.3.8.1 insert '3.3.8.2 Western Harbour Tunnel Southern Tunnels Construction Water Treatment</p> <p>The Contractor is to provide the supply, installation, commissioning and operation of a stage 1 enhanced water treatment plant that attempts to comply with the discharge criteria as outlined in the Division 5.2 Planning Approval and reflects the design in the Pre-Agreed Change 5A unless the Pre-Agreed Change 5A identifies an alternative method which is approved by the Principal.</p>
Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))	31 March 2022

Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] Dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	<p>The Principal and the Contractor acknowledge and agree the price and program for this Pre-Agreed Change is based on the Division 5.2 Planning Approval condition E208 for the Western Harbour Tunnel project and reflect the design outcomes confirmed in Pre-Agreed Change 5A.</p> <p>The Contractor is to provide the supply, installation, commissioning and operation until Date of Completion of Stage 1 enhanced water treatment plant utilising the following components:</p> <ul style="list-style-type: none"> a) Carbon filtration system using granular activated carbon for removal of hydrocarbons, oils and grease based on a 15 minute empty bed contact. A carbon filtration system will include all required pressure vessels, supply of activated carbon filter media, filter feed/backwash pumps (also used to feed the IX system if included) and all valving/instrumentation required for operation of the filtration system. b) Ion exchange system for removal of specific heavy metals sized for a minimum continuous flow rate of 30l/s. The ion exchange system will include all required pressure vessels, supply of filter resin, all valving and instrumentation required for operation of the system. c) Breakpoint chlorination dosing system with sufficient residence time for a minimum continuous flow rate of 30l/s to convert Total Kjeldahl Nitrogen and ammonia to nitrates. d) Nitrate specific ion exchange system for removal of nitrate from the treated water. The system will include all required pressure vessels, supply of filter resin, all valving and instrumentation required for operation of the system. e) Phosphorous specific adsorption media for removal of phosphorous from the treated water. The system will include all required pressure vessels, supply of filter media, all valving and instrumentation required for operation of the filter system. <p>The system is to treat a minimum continuous flow of 30 litres per second.</p> <p>Regard shall be had for the intention of the parties to co-operate to seek to eliminate the need for proceeding with a Stage 2 – Enhanced Water Treatment Plant. Part A of Schedule 6B sets out the initially proposed actions of the parties to accomplish this goal and provides context as to why the enhancements are proposed to be considered step-wise and in stages.</p>

Pre-Agreed Change 6A – Changes to Pre-Agreed Change 3 Scope to comply with WHT STW Technical Requirements – Drainage Trenching and Backfill

<p>Amendments</p>	<p>If the Pre-Agreed Change is directed by the Principal’s Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <p>a) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), immediately following section 2.5 e), insert the following new clauses 2.5 f) and 2.5 g):</p> <p style="padding-left: 40px;">f) <i>The Contractor must undertake drainage trenching excavation and backfill with crushed sandstone within the WHT Connections.</i></p> <p style="padding-left: 40px;">g) <i>The drainage trenching excavation dimensions must be designed to cater for all relevant flows within the tunnels/tunnel approaches. As a minimum, the trenching excavation must be able to accommodate the installation of a minimum 450mm diameter pipe (pipe to be installed by the WHT Contractor).</i></p>
<p>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</p>	<p>31 March 2022</p>
<p>Change Costs for Pre-Agreed Change (excluding GST)</p>	<p>\$ [REDACTED] ([REDACTED] Dollars)</p>
<p>Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)</p>	<p>None.</p>
<p>Additional Notes</p>	<p>The Contractor must provide the additional scope elements identified within the Amendments section of the Pre-Agreed Change 6A above within the extents of Pre-Agreed Change 3.</p> <p>No other sections of SWTC – Part B (SWTC (Southern Tunnel Works)), other than those listed in the Amendments section above, are relevant to the extents of this Pre-Agreed Change 6A unless specifically ordered. For the avoidance of doubt, the Contractor is not required to:</p>

	<p>a) make changes to the excavated width of the tunnels to meet the requirements of SWTC – Part B (SWTC (Southern Tunnel Works));</p> <p>b) undertake waterproofing and secondary lining to jet fan enlargements unless specifically ordered under Pre-Agreed Change 6B; or</p> <p>c) undertake waterproofing and secondary lining to tunnel equipment spaces unless specifically ordered under Pre-Agreed Change 6C.</p>
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Pre-Agreed Change 6B – Changes to Pre-Agreed Change 3 Scope to comply with WHT STW Technical Requirements – Jet Fan Niches Waterproofing and Secondary Lining

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <p>a) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), immediately following section 2.5 g), insert the following new clause 2.5 h):</p> <p><i>The Contractor must install waterproofing membrane and secondary lining to jet fan enlargements as per the requirements of the SWTC – Part B (SWTC (Southern Tunnel Works)), Section 2.6 within the WHT Connections.</i></p>
Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))	31 January 2023
Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] Dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	<p>Note that this PAC6B for the construction of waterproofing and secondary lining to tunnel equipment spaces shall only be instructed after PAC6A for the excavation and backfilling of drainage trenches is instructed.</p> <p>The Contractor must provide the additional scope elements identified within the Amendments section of the Pre-Agreed Change 6B above within the extents of Pre-Agreed Change 3.</p> <p>No other sections of SWTC – Part B (SWTC (Southern Tunnel Works)), other than those listed in the Amendments section above, are relevant to</p>

	<p>the extents of this Pre-Agreed Change 6B unless specifically ordered. For the avoidance of doubt, the Contractor is not required to:</p> <ul style="list-style-type: none"> a) make changes to the excavated width of the tunnels to meet the requirements of SWTC – Part B (SWTC (Southern Tunnel Works)); b) undertake drainage trenching and backfill as specifically ordered under Pre-Agreed Change 6A; or c) undertake waterproofing and secondary lining to tunnel equipment spaces unless specifically ordered under Pre-Agreed Change 6C.
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Pre-Agreed Change 6C – Changes to Pre-Agreed Change 3 Scope to comply with WHT STW Technical Requirements – Tunnel Equipment Spaces Waterproofing and Secondary Lining

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <ul style="list-style-type: none"> a) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), immediately following section 2.5 h), insert the following new clause 2.5 i): <p><i>The Contractor must install waterproofing membrane and secondary lining to tunnel equipment spaces as per the requirements of the SWTC – Part B (SWTC (Southern Tunnel Works)), Section 2.6 within the WHT Connections.</i></p>
Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))	31 January 2023
Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] Dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	Note that this PAC6C for the construction of waterproofing and secondary lining to tunnel equipment spaces shall only be instructed after both PAC6A for the excavation and backfilling of drainage trenches and PAC6B for the construction of waterproofing and secondary lining to jet fan niches are instructed.

	<p>The Contractor must provide the additional scope elements identified within the Amendments section of the Pre-Agreed Change 6B above within the extents of Pre-Agreed Change 3.</p> <p>No other sections of SWTC – Part B (SWTC (Southern Tunnel Works)), other than those listed in the Amendments section above, are relevant to the extents of this Pre-Agreed Change 6C unless specifically ordered. For the avoidance of doubt, the Contractor is not required to:</p> <ul style="list-style-type: none"> a) make changes to the excavated width of the tunnels to meet the requirements of SWTC – Part B (SWTC (Southern Tunnel Works)); b) undertake drainage trenching and backfill as specifically ordered under Pre-Agreed Change 6A; and c) undertake waterproofing and secondary lining to jet fan enlargements as specifically ordered under Pre-Agreed Change 6B. <p>Note: There are 3 No. locations where jet fan enlargements overlap with Tunnel Equipment Spaces. The waterproofing and secondary lining works for these sections of Tunnel Equipment Spaces have been included in the quantities for Pre-Agreed Change 6B and are not duplicated within this Pre-Agreed Change 6C.</p>
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Pre-Agreed Change 7A – Changes to Pre-Agreed Change 3 Scope to provide a Fire and Life Safety Egress Solution (Developed Concept Design Stage Design Documentation)

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <ul style="list-style-type: none"> a) In the SWTC, Appendix C.2 (Project Company Documentation Schedule), section 6 (Other Design Documentation Requirements), after paragraph (c) insert the following new paragraph: <ul style="list-style-type: none"> "d) <i>The Project Company must develop, complete, issue and verification of Design Documentation (Developed Concept Design Stage) for any new infrastructure and systems required to provide a compliant fire and life safety egress solution for the WHT Connections. The Design Documentation must include, as a minimum, the following:</i> <ul style="list-style-type: none"> (i) <i>Initial updates to Fire Engineering Brief (FEB) and Fire Engineering Report (FER) to the satisfaction of the Principal's Representative in accordance with SWTC Appendix B.3 Clause 2.4.</i> (ii) <i>New permanent works design package (up to DCD) for two shafts, section of Rozelle Interchange temporary access Decline D, bulkheads in Decline D and connections between the two shafts and the Ramp tunnels and Decline D including:</i> <ul style="list-style-type: none"> A. <i>Spaceproofing for future civil and M&E fit out, fire and life safety provisions, and mobility impaired waiting areas (both top and bottom) for each shaft</i>
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	<p><i>B. Ground support</i></p> <p><i>C. Waterproofing</i></p> <p><i>(iii) Initial updates to durability report.</i></p> <p><i>(iv) Initial updates to WHT Works Plan.</i></p> <p><i>(v) New permanent works design package for drainage (initial design development only based on outputs from DCD documentation issued for the design package described above).</i></p> <p><i>e) The Design Documentation referred to in paragraph (d) above must be based on the assumption of the following amendments being made to the SWTC:</i></p> <p><i>i) In the SWTC, Appendix B.30 (Enabling Works), section 2.2 (WHT to M5 Tunnel and M5 to WHT Tunnel Design Interfaces with WHT), after paragraph d) insert the following new paragraph:</i></p> <p><i>(e) Further to d) (ii) above, the fire and life safety provisions for the WHT to M5 Tunnel and M5 to WHT Tunnel (the WHT Connections) the Contractor must design and construct, as a minimum, the following scope:</i></p> <p><i>(i) Excavation and permanent support of 2 egress stubs from the WHT Ramps to create the connections to the top of two shafts;</i></p> <p><i>(ii) Construction of permanent waterproofing system within section of temporary construction access Decline D;</i></p> <p><i>(iii) Construction of permanent drainage within base of shafts and section of Decline D;</i></p> <p><i>(iv) Construction of two permanent bulkhead walls to isolate section of Decline D from adjacent backfilled sections;</i></p> <p><i>(v) Excavation and permanent support of 2 shafts and connections to the section of Decline D; and,</i></p> <p><i>(vi) Installation of permanent bolts in crown and shotcrete to walls and crown within the section of Decline D.</i></p>
<p>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</p>	<p>21 January 2022</p>
<p>Change Costs for Pre-Agreed Change (excluding GST)</p>	<p>\$ [REDACTED] ([REDACTED] Dollars)</p>

<p>Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)</p>	<p>None.</p>
<p>Additional Notes</p>	<p>The Contractor must provide the design (up to Developed Concept Design) for a compliant fire and life safety solution within the extents of Pre-Agreed Change 3 comprising a safe egress path from the LEP located in the exit ramp M5C0 (M115) including an egress path via a pair of shafts and a tunnel below the ramps to connect the LEP in exit ramp M5C0 (M115) to entry ramp M5B0 (M114).</p> <p>The Concept Design for the egress solution is shown in the figures included in Attachment 6</p> <p>The scope of works for this Pre-Agreed Change 7A includes development, completion, issue and verification of Design Documentation (Developed Concept Design Stage) for, as a minimum, the following:</p> <ul style="list-style-type: none"> • initial updates to Fire Engineering Brief (FEB) and Fire Engineering Report (FER) to the satisfaction of the Principal's Representative in accordance with SWTC Appendix B.3 Clause 2.4. • New permanent works design package (issued as DCD) for two shafts, a section of Rozelle Interchange temporary access Decline D, two bulkheads in Decline D and connections between the two shafts and the Ramp tunnels and Decline D including: <ul style="list-style-type: none"> ○ Spaceproofing for future civil and M&E fit out, fire and life safety provisions, and mobility impaired waiting areas (both top and bottom) for each shaft ○ Ground support ○ Waterproofing • Initial update to durability report. • Initial update to WHT Works Plan. • New permanent works design package for drainage (initial design development only based on outputs from DCD documentation issued for the design package described above).

Pre-Agreed Change 7B – Changes to Pre-Agreed Change 3 Scope to provide a Fire and Life Safety Egress Solution – (Finalisation of Design and Construction)

<p>Amendments</p>	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <p><i>a) In the SWTC, Appendix C.2 (Contractor Documentation Schedule), section 6 (Other Design Documentation Requirements) delete paragraph d).</i></p> <p><i>b) In the SWTC, Appendix B.30 (Enabling Works), section 2.2 (WHT to M5 Tunnel and M5 to WHT Tunnel Design Interfaces with WHT), after paragraph d) insert the following new paragraph:</i></p>
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	<p><i>(e) Further to d) (ii) above, the fire and life safety provisions for the WHT to M5 Tunnel and M5 to WHT Tunnel (the WHT Connections) the Contractor must design (from DCD under Pre-Agreed Change 7A to IFC) and construct, as a minimum, the following scope:</i></p> <ul style="list-style-type: none"> <i>(i) Excavation and permanent support of 2 egress stubs from the WHT Ramps to create the connections to the top of two shafts;</i> <i>(ii) Construction of permanent waterproofing system within section of temporary construction access Decline D;</i> <i>(iii) Construction of permanent drainage within base of shafts and section of Decline D;</i> <i>(iv) Construction of two permanent bulkhead walls to isolate section of Decline D from adjacent backfilled sections;</i> <i>(v) Excavation and permanent support of 2 shafts and connections to the section of Decline D; and,</i> <i>(vi) Installation of permanent bolts in crown and shotcrete to walls and crown within the section of Decline D.”</i> <p><i>In the SWTC – Part B – Technical Requirements, section 2.13 (Handover Works/Service Requirements), after paragraph k) insert the following new paragraph:</i></p> <p><i>l) The Contractor must provide the following at Final Completion to provide safe access to the two shafts and the section of Decline D for the completion of the civil fit out and M&E fit out works by others:</i></p> <ul style="list-style-type: none"> <i>(i) Temporary dewatering system</i> <i>(ii) Temporary lighting system</i> <i>(iii) Temporary ventilation system</i> <i>(iv) Temporary power facilities – with ongoing rental costs to be passed to TfNSW</i> <i>(v) Temporary communication system – with ongoing rental costs to be passed to TfNSW</i> <i>(vi) Temporary water supply</i> <i>(vii) Temporary compressed air system</i> <i>(viii) Temporary access stair scaffold towers in each shaft – with ongoing rental costs to be passed to TfNSW.</i>
<p>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</p>	<p>30 April 2022</p>

Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] Dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	<p><i>Note that this PAC7B for the construction of a compliant fire and life safety solution shall only be instructed after PAC7A for the design of a compliant fire and life safety solution is instructed</i></p> <p>The Principal and the Contractor acknowledge and agree that this Pre-Agreed Change is based on the following technical assumptions:</p> <p>The Contractor must provide a compliant fire and life safety solution within the extents of Pre-Agreed Change 3 comprising the design, excavation, and final lining of a safe egress path from the LEP located in the exit ramp M5C0 (M115) including an egress path via a pair of shafts and a tunnel below the ramps to connect the LEP in exit ramp M5C0 (M115) to entry ramp M5B0 (M114).</p> <p>The Concept Design for the egress solution is shown in the figures included in Attachment 6</p> <p>The scope of works for this Pre-Agreed Change 7B is:</p> <ol style="list-style-type: none"> 1. Finalisation of Design Documentation as described below. 2. Excavation and permanent support of 2 egress stubs from the WHT Ramps to create the connections to the top of two shafts. 3. Construction of permanent waterproofing system within section of temporary construction access Decline D. 4. Construction of permanent drainage within base of shafts and section of Decline D. 5. Construction of two permanent bulkhead walls to isolate section of Decline D from adjacent backfilled sections. 6. Excavation and permanent support of 2 shafts and connections to the section of Decline D. 7. Installation of permanent bolts in crown and shotcrete to walls and crown within the section of Decline D. 8. Handover requirements, as described below. <p>1. Design</p> <ul style="list-style-type: none"> • Final updates to Fire Engineering Brief (FEB) and Fire Engineering Report (FER) to the satisfaction of the Principal's Representative in accordance with SWTC Appendix B.3 Clause 2.4. • New permanent works design package (from DCD to IFC) for two shafts, a section of Rozelle Interchange temporary access

	<p>Decline D, two bulkheads in Decline D and connections between the two shafts and the Ramp tunnels and Decline D including:</p> <ul style="list-style-type: none"> ○ Spaceproofing for future civil fit out, M&E fit out, fire and life safety provisions, and mobility impaired waiting areas (both top and bottom) for each shaft ○ Ground support ○ Waterproofing ○ Assessment of ground movement ○ Assessment of groundwater drawdown ○ Assessment of impacts to existing tunnel excavations ○ Assessment of surface settlement and update of model ○ Building impact assessment ○ Instrumentation and monitoring. <ul style="list-style-type: none"> • Final update to Durability Report. • Final update to WHT Works Plan. • New permanent works design package for drainage (from DCD to IFC). • Construction Phase Services related design updates and supervision of works. <p>2. Excavation and permanent support of 2 egress stubs from the WHT Ramps to create the connections to the top of two shafts</p> <ul style="list-style-type: none"> • Excavation of two egress stubs from the WHT Ramps. • Installation of permanent ground support comprising rock bolts and shotcrete. • Installation of permanent waterproofing system. <p>3. Construction of permanent waterproofing system within section of temporary construction access Decline D</p> <ul style="list-style-type: none"> • Installation of permanent waterproofing system to the section of the existing temporary construction access Decline D. <p>4. Construction of permanent drainage within base of shafts and section of Decline D</p> <ul style="list-style-type: none"> • Construction of permanent groundwater drainage system to bypass the WHT FLS egress passage and isolate the Rozelle Interchange groundwater system from the WHT groundwater system. • Excavation of trenches, installation of the permanent groundwater drainage bypass pipe to connect the groundwater drainage systems in the adjacent sections of temporary construction access Decline D and backfill of trenches to the tunnel invert level for the future installation of pavement by others. • Excavation of trenches, installation of the permanent groundwater drainage system, including pits and pipes, within the section of Decline D and at the base of each shaft and backfill of trenches to the tunnel invert level for the future installation of pavement and base slabs by others. • Excavation and construction of the low point sump pit for the permanent sump for the groundwater drainage system within the section of Decline D. <p>5. Construction of two permanent bulkhead walls to isolate section of Decline D from adjacent backfilled sections</p> <ul style="list-style-type: none"> • Construction of permanent bulkhead walls across the full width and to the full height of the tunnel excavation to retain permanent backfill material in the adjacent sections of temporary construction access Decline D.
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	<p>6. Excavation and permanent support of 2 shafts and connections to the section of Decline D</p> <ul style="list-style-type: none"> • Excavation of two shafts from the upper connection stubs off the WHT Ramps. • Installation of permanent ground support comprising rock bolts and shotcrete. • Installation of permanent waterproofing system. <p>7. Installation of permanent bolts in crown and shotcrete to walls and crown within the section of Decline D</p> <ul style="list-style-type: none"> • Installation of permanent ground support bolts in the tunnel crown within the section of temporary construction access Decline D to replace the temporary bolts installed during excavation and support of the tunnel. • Installation of permanent ground support shotcrete to the walls and crown within the section of temporary construction access Decline D. <p>8. Handover Works/Services Requirements</p> <p>At Final Completion the following temporary construction services will be left in place in accordance with SWTC (WHT Southern Tunnel Works) Annexure A Clause 2.13 to enable and facilitate routine inspections and maintenance activities of all tunnel areas:</p> <ul style="list-style-type: none"> a) Temporary dewatering system b) Temporary lighting system c) Temporary ventilation system d) Temporary power facilities – with ongoing rental costs to be passed to TfNSW e) Temporary communication system – with ongoing rental costs to be passed to TfNSW f) Temporary water supply g) Temporary compressed air system h) Temporary access stair scaffold towers in each shaft – with ongoing rental costs to be passed to the Principal.
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Pre-Agreed Change 8 – Water Treatment Plant (Refurbishment at Completion)

Amendments	<p>If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:</p> <ul style="list-style-type: none"> a) After SWTC Appendix B.30 Section 3.3.8.1 insert '3.3.8.2 Western Harbour Tunnel Southern Tunnels Construction Water Treatment <p>The Contractor is to provide a temporary construction water treatment plant for use by others after the Date for WHT Interface Works Completion. The temporary construction water treatment plant must:</p> <ul style="list-style-type: none"> a) have a residual operational life of 18 months post completion of the STW. b) Provide an operation and maintenance plan for the WTP'
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Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))	31 st October 2024
Change Costs for Pre-Agreed Change (excluding GST)	\$ [REDACTED] ([REDACTED] Dollars)
Change to Date for WHT Interface Works Completion, Date for Opening Completion, Date for Completion and Date for Completion (WHT Southern Tunnel Works)	None.
Additional Notes	<p>The Principal and the Contractor acknowledge and agree the price and program for this Pre-Agreed Change is based on the planning approval conditions for the Western Harbour Tunnel project.</p> <p>The Contractor must provide a temporary construction water treatment plant for use by others after the Date for WHT Interface Works Completion. The temporary construction water treatment plant must:</p> <ul style="list-style-type: none"> a) have a residual operational life of 18 months post completion of the STW. b) Provide an operation and maintenance plan for the WTP

Attachment 1

Rozelle Interchange and WHT Enabling Works Scope of Works and Technical Criteria

Appendix E.2 Property and Local Road
Adjustments

Roads and Maritime Services | December 2018

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Contents

**Rozelle Interchange and WHT Enabling Works Scope of Works and Technical
Criteria.....**

Appendix E.2 Property and Local Road Adjustments.....

1 General..... 1

2 Required Property Works at Lot 20 / DP1151746 1

1 General

The Project Company must fully comply with the requirements of the:

- Deed, including but not limited to clause 11.3
- The SWTC, including but not limited to section 2.3.2 and section 2.3.3; and
- relevant Codes and Standards

2 Required Property Works at Lot 20 / DP1151746

As part of the Property Works, the Project Company must undertake all works required to provide the following:

- a) new asphalt surface car park with a minimum of 5 parking spaces;
- b) new kerb along the boundary of the new carpark (approximately 110m long);
- c) new surface drainage system within the property to drain the carpark to appropriate design standards;
- d) new ablutions block to support a catamarans showroom (approximately 20m² on plan), in accordance with Inner West Council requirements;
- e) provision of appropriate utilities (including (but not necessarily limited to) sewer, water and electrical) for the new ablution block referred to in item d) above;
- f) 1.8m high chain mesh fence double gate to provide an access point to the site from Chapman Road; and
- g) 1.8m high mesh fence along the property boundary (approximately 80m long),

at Lot 20 / DP1151746, in accordance with the Figure 1 (Property Works at Lot 20 / DP1151746) in Attachment E.2-1 (Property Adjustment Plan for Lot 20/DP 1151746) and the requirements of the Deed, including clause 11.3.

Attachment E.2-1: Property Adjustment Plan for Lot 20 / DP1151746

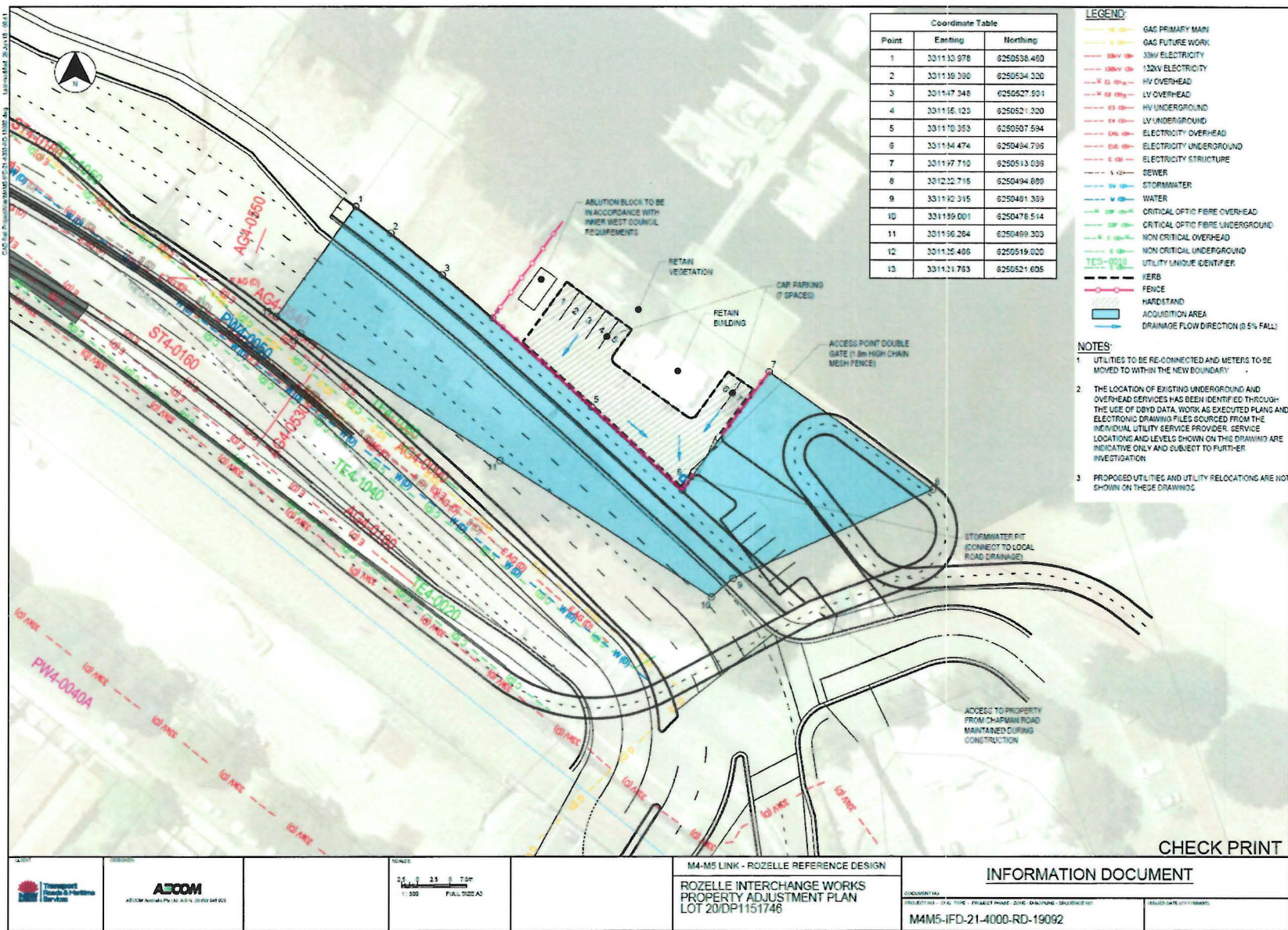
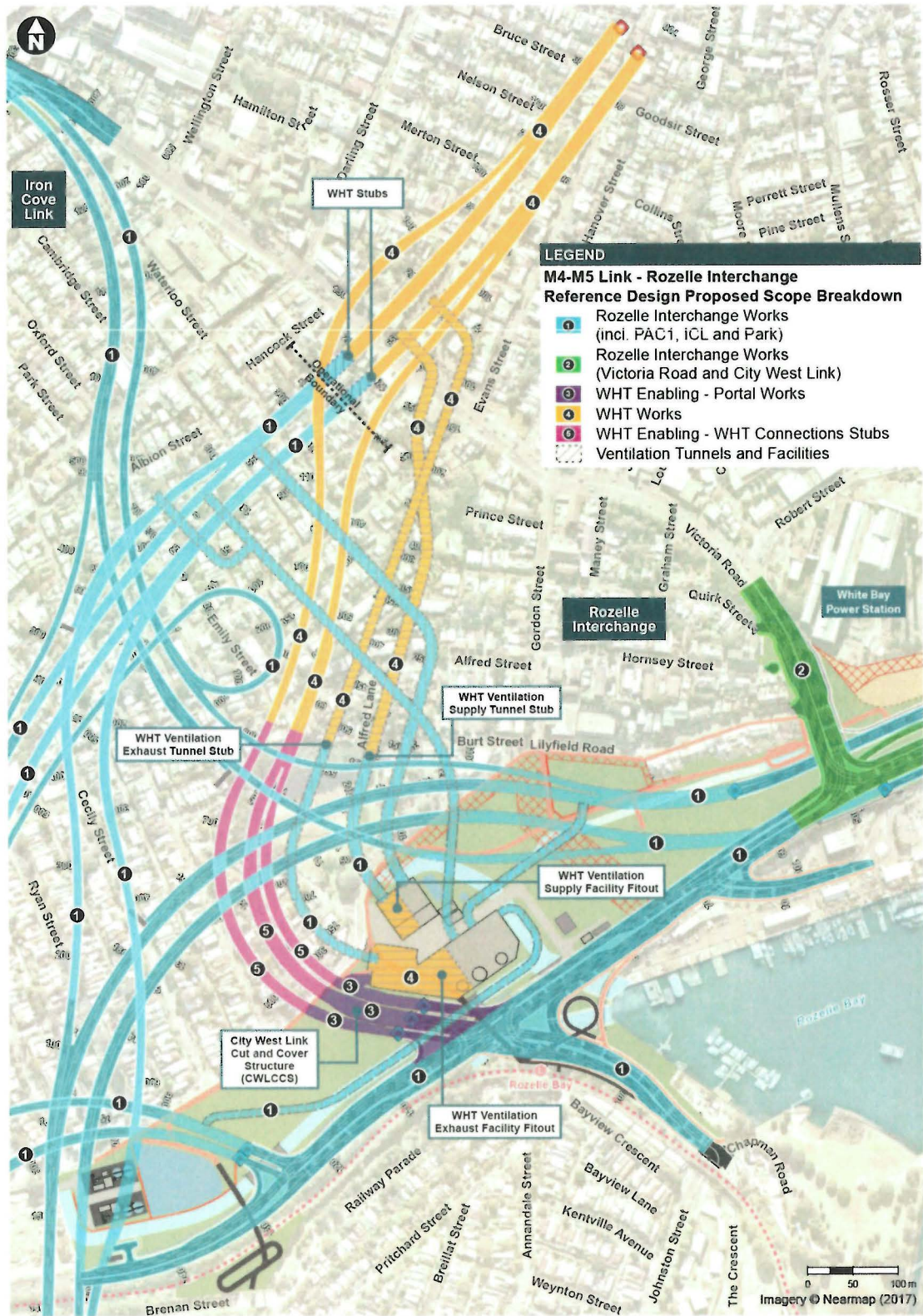


Figure 1: Property Works at Lot 20 / DP1151746

Attachment 2



Attachment 3

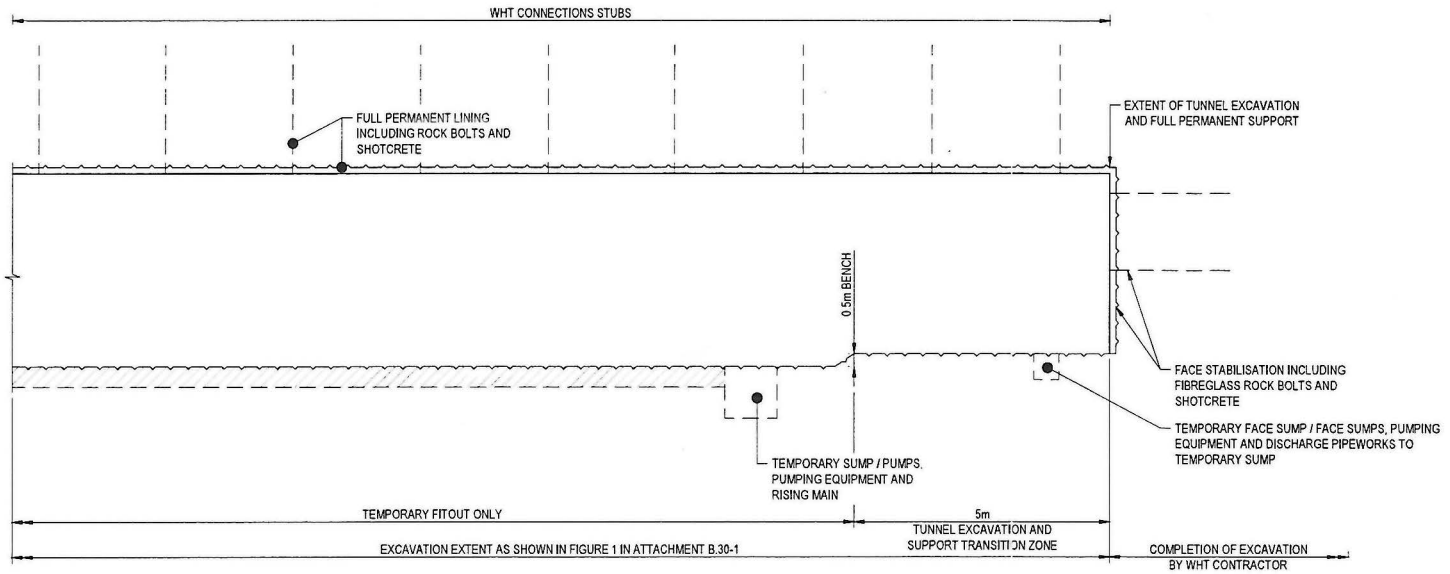


FIGURE 2A
EXTENT OF WORKS FOR WHT CONNECTIONS STUBS
 NOT TO SCALE

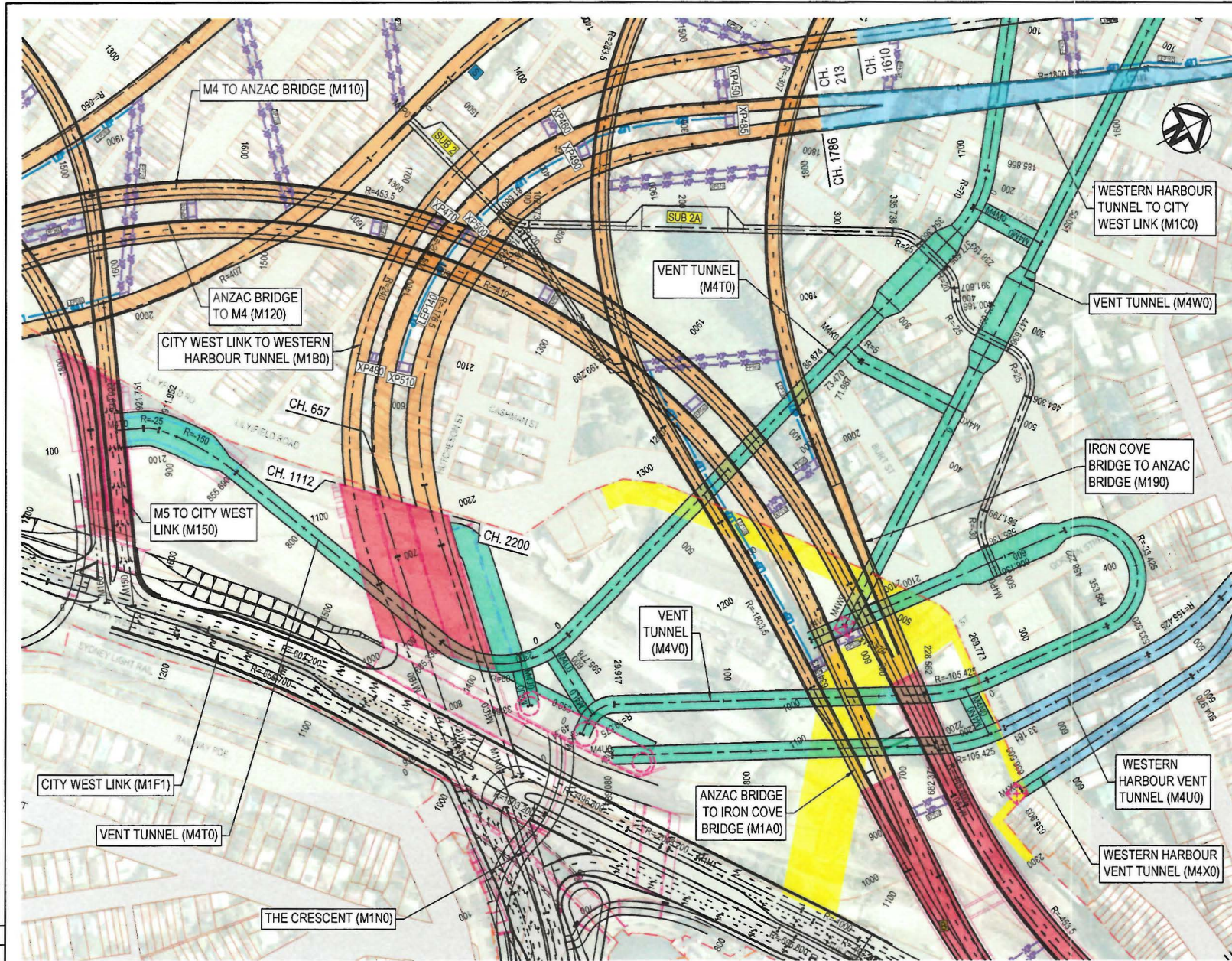
NOTES

1. TEMPORARY ITEMS SHALL HAVE A DESIGN LIFE OF NO LESS THAN 10 YEARS.
2. CONTRACTOR TO PROVIDE TEMPORARY LIGHTING TO TUNNEL EXCAVATION AND SUPPORT TRANSITION ZONES SUITABLE FOR ROUTINE INSPECTION AND MAINTENANCE.
3. CONTRACTOR TO ENSURE TUNNEL INVERTS ARE LEVEL CLEAN OF MUD AND DEBRIS, FREE DRAINING AND SUITABLE FOR ROUTINE INSPECTION AND MAINTENANCE AT A LOCATION TO BE AGREED WITH RMS.
4. CONTRACTOR TO PROVIDE TEMPORARY 415 VOLT POWER AND 50mm POTABLE WATER CONNECTIONS FOR ROUTINE INSPECTION AND MAINTENANCE.
5. CONTRACTOR TO PROVIDE TEMPORARY VENTILATION TO ALL AREAS NOT VENTILATED BY THE PERMANENT MOTORWAY VENTILATION SYSTEM SUITABLE FOR ROUTINE INSPECTION AND MAINTENANCE.
6. CONTRACTOR TO PROVIDE DUTY OF STANDBY PUMPS AND PUMPING EQUIPMENT.
7. DISCHARGE WATER TO BE DIRECTED TO THE PERMANENT MOTORWAY DRAINAGE FOR TREATMENT.

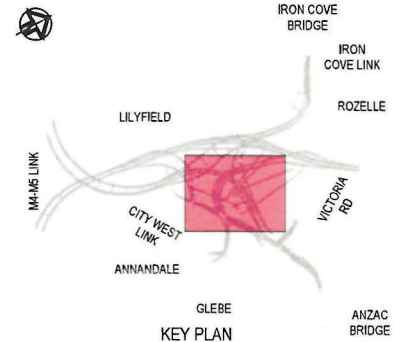
<p>CLIENT</p>	<p>DESIGNER</p> <p>AECOM Australia Pty Ltd A.B.N. 20 093 846 525</p>	<p>SCALES</p> <p>Building for the future</p>	<p>M4-M5 LINK</p> <p>TYPICAL DETAIL - FIGURE 2A EXTENT OF WORKS FOR WHT CONNECTIONS STUBS</p>	<p>INFORMATION DOCUMENT</p> <p>DOCUMENT NO.</p> <p>PROJECT NO. - DOC. TYPE - PROJECT PHASE - ZONE - DISCIPLINE - SEQUENCE NO</p> <p>M4M5-IFD-20-1000-RD-19017</p>	<p>ISSUED DATE (YYYYMMDD)</p> <p>20180925</p>
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Attachment 4

THIS DRAWING MAY BE PREPARED IN COLOUR AND MAY BE INCOMPLETE IF COPIED



- LEGEND**
- DRIVEN TUNNEL
 - CUT AND COVER STRUCTURE
 - VENTILATION TUNNEL
 - FUTURE WESTERN HARBOUR TUNNEL (WORKS BY OTHERS)
 - UTILITIES CORRIDOR
 - PROPOSED BRIDGE / STRUCTURE / BUILDING
 - WORKS SITE BOUNDARY
 - TEMPORARY AREA BOUNDARY
 - CROSS PASSAGE
 - LONGITUDINAL EGRESS PASSAGE



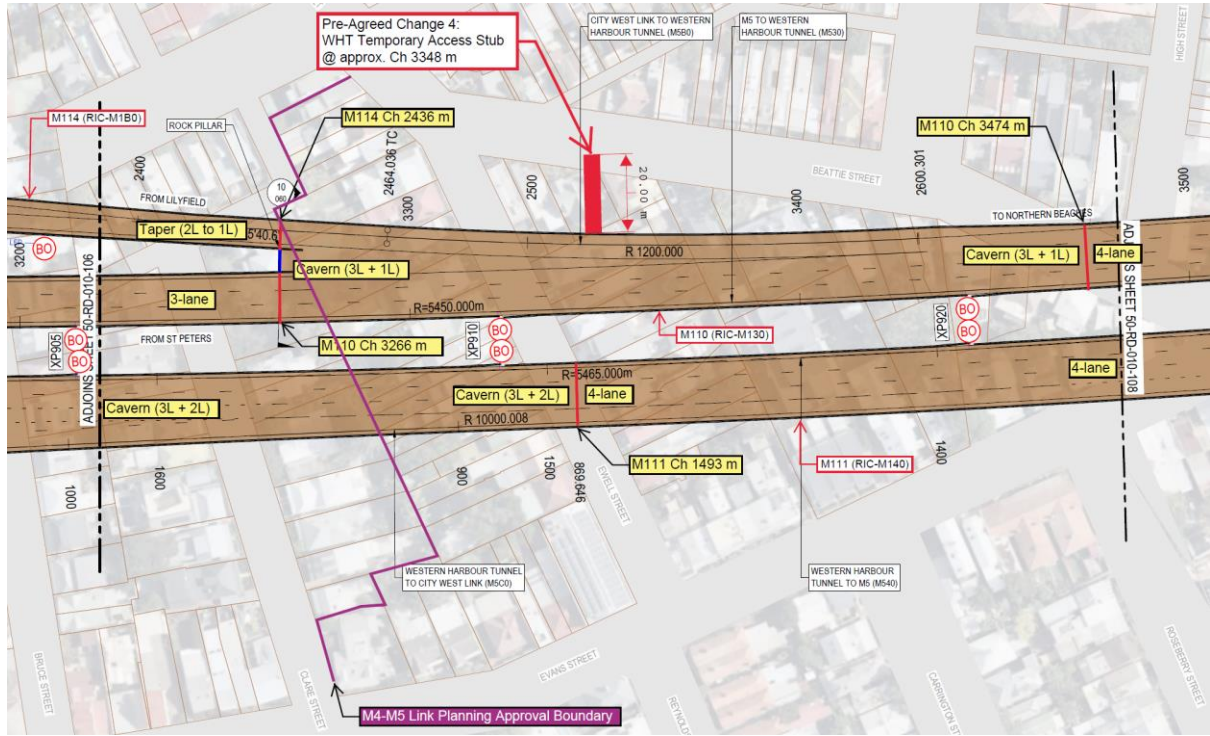
ALL DIMENSIONS ARE PRELIMINARY AND SUBJECT TO ADJUSTMENT IN A DETAILED DESIGN

DRAWING FILE LOCATION / NAME C:\UHG_P\WYVONNE\ALMANDINGER\DMS11582\RIC-WAJ-DRG-RD03-0503.DWG		DESIGN / LOT CODE RD03	DESIGN MODEL FILE(S) USED FOR DOCUMENTATION OF THIS DRAWING	PLOT DATE / TIME 28/11/2018 10 13 35 AM	PLOT BY Almandinger, Yvonne	CLIENT Transport Roads & Maritime Services	INNER WEST COUNCIL M4 / M5 LINK, CITY WEST LINK & VICTORIA ROAD ROZELLE INTERCHANGE PAC 4 - PROPOSAL SOLUTIONS PROPOSAL SOLUTION 3 GENERAL ARRANGEMENT PLAN	A3
EXTERNAL REFERENCE FILES		REV	DATE	AMENDMENT / REVISION DESCRIPTION	WVR No	APPROVAL	SCALE(S) ON A3 SIZE DRAWING	DRAWINGS / DESIGN PREPARED BY
		T	03/12/2018	ISSUED FOR TENDER		LC	0 50 100m 1 : 2500	JOHN HOLLAND CPB lendlease
							COORDINATE SYSTEM MGA ZONE 56	HEIGHT DATUM AHD
								PROJECT MGR CW
								DESIGN JT 03/12/2018
								DRG CHECK YA 03/12/2018
								DESIGN PC 03/12/2018
								DESIGN CHECK MM 03/12/2018
								DESIGN MGR LC 03/12/2018
								PROJECT MGR CW 03/12/2018
JCLV DOCUMENT NAME RIC-WAJ-DRG-RD03-0503							20/8 03	
ISSUE STATUS FOR TENDER							SHEET No RD03-0503	ISSUE T

NOT FOR CONSTRUCTION

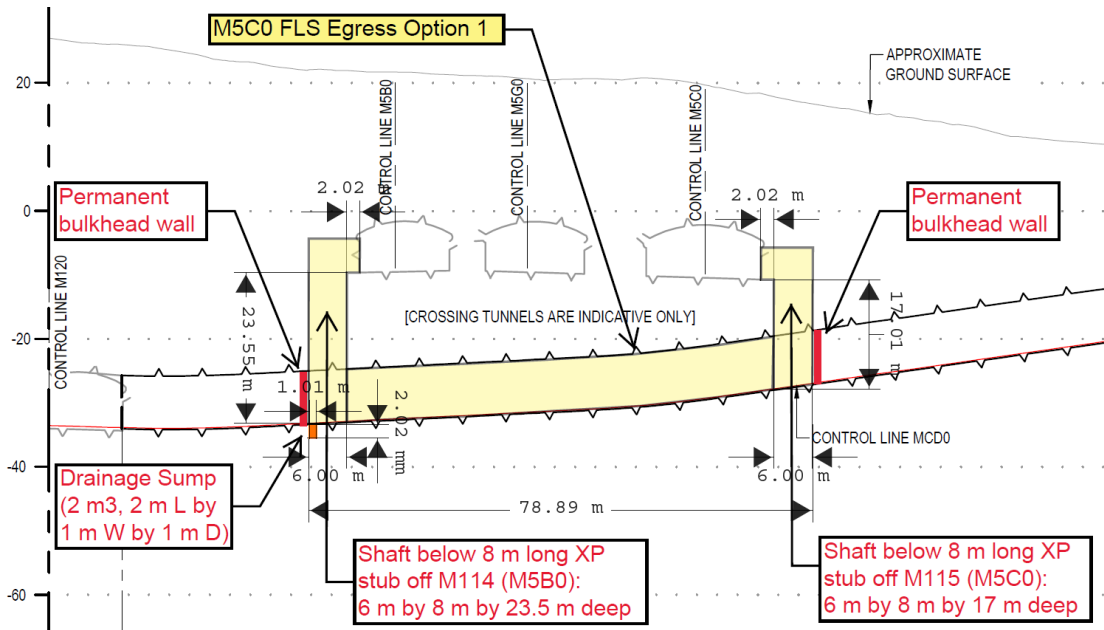
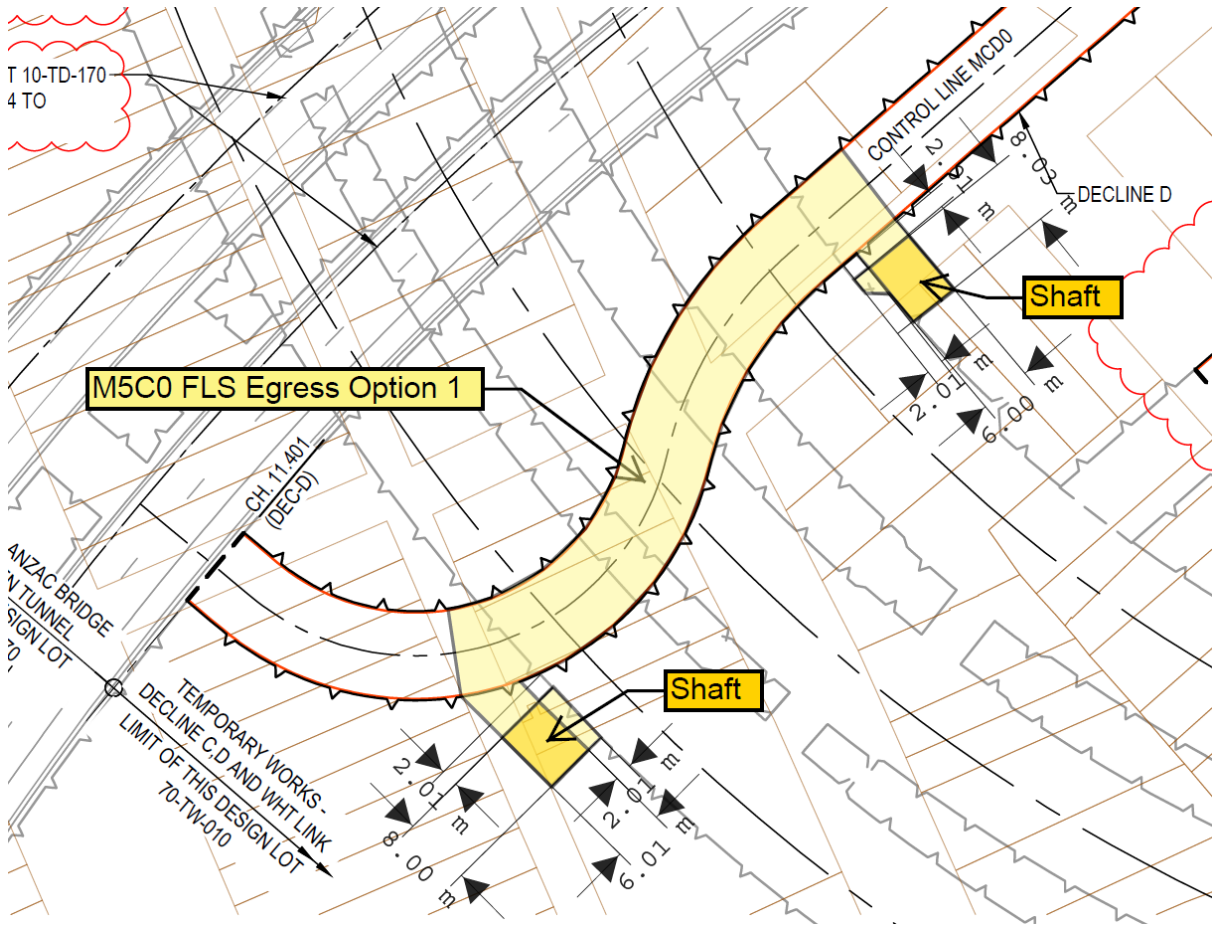
Attachment 5

Approximate location of WHT Temporary Access Tunnel Stub



Attachment 6

Pre-Agreed Change 7A and Pre-Agreed Change 7B – FLS Solution for PAC3 – Option 1



Note – The approximate dimensions indicated in the figures above are indicative only and will be confirmed during detailed design.

SCHEDULE 23

Extension of Time Procedure

(Clause 16)

1. **CLAIM FOR EXTENSION OF TIME TO THE DATE FOR WHT INTERFACE MILESTONE COMPLETION, DATE FOR WHT SOUTHERN TUNNEL DESIGN MILESTONE COMPLETION, DATE FOR OPENING COMPLETION, DATE FOR COMPLETION, DATE FOR COMPLETION (WHT SOUTHERN TUNNEL WORKS) AND DATE FOR FINAL COMPLETION**

- (a) To claim an extension of time to:
- (i) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i)(A) of this deed applies;
 - (ii) the Date for Completion, if clause 16.8(b)(i)(B) of this deed applies;
 - (iii) the Date for WHT Interface Milestone Completion of a WHT Interface Milestone, if clause 16.8(ba) of the deed applies;
 - (iv) the Date for WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, if clause 16.8(bb) of the deed applies;
 - (v) both the Date for Completion (WHT Southern Tunnel Works) and Date for Final Completion, if clause 16.8(b)(ii)(A) of this deed applies; or
 - (vi) the Date for Final Completion, if clause 16.8(b)(ii)(B) of this deed applies,
- the Contractor must within 10 Business Days after first becoming aware (or when it ought reasonably to have first become aware) of an Excusable Cause of Delay causing the delay, submit a written claim to the Principal's Representative for an extension to:
- (vii) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i)(A) of this deed applies;
 - (viii) the Date for Completion, if clause 16.8(b)(i)(B) of this deed applies;
 - (ix) the Date for WHT Interface Milestone Completion of a WHT Interface Milestone, if clause 16.8(ba) of the deed applies;
 - (x) the Date for WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, if clause 16.8(bb) of the deed applies;
 - (xi) both the Date for Completion (WHT Southern Tunnel Works) and Date for Final Completion, if clause 16.8(b)(ii)(B) of this deed applies; or
 - (xii) the Date for Final Completion, if clause 16.8(b)(ii)(B) of this deed applies,
- which:
- (xiii) gives detailed particulars of the delay and the occurrence causing the delay, including whether the Contractor considers that the Excusable Cause of Delay is a Compensation Event or, in the case of an extension to a Date for WHT Interface Milestone Completion, or a Date for WHT Southern Tunnel Design Milestone Completion an Act of Prevention; and

- (xiv) where the Contractor considers that the Excusable Cause of Delay is a Compensation Event, details of the Contractor's Delay Costs and how those costs have been calculated; and
- (xv) states the number of days for which the extension of time is claimed together with the basis of calculating that period, including evidence that:
 - (A) by reference to the most recent, updated Overall D&C Program (Rozelle Interchange) provided to the D&C Independent Certifier or updated Overall D&C Program (WHT Southern Tunnel Works) provided to the WHT Independent Certifier (as applicable) pursuant to clause 16.3(c) of this deed (which may further be updated to take into account changes to the program for the Contractor's Activities and delays which may have occurred since the provision of the last Overall D&C Program (Rozelle Interchange) provided to the D&C Independent Certifier or updated Overall D&C Program (WHT Southern Tunnel Works) provided to the WHT Independent Certifier (as applicable)), the delay involves an activity which is critical to the maintenance of progress in the execution of the Contractor's Activities and which will delay it in achieving WHT Interface Milestone Completion of the relevant WHT Interface Milestone, WHT Southern Tunnel Design Milestone Completion of the relevant WHT Southern Tunnel Design Milestone, Opening Completion, Completion, Completion (WHT Southern Tunnel Works) or Final Completion in the manner described in section 2(a)(vii) to 2(a)(xii); and
 - (B) the conditions precedent to any extension of time in section 2(a) have been satisfied,

and if the effects of the delay continue beyond the 10 Business Day period referred to in section 1(a) above and the Contractor wishes to claim an extension of time to:

- (xvi) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i)(A) of this deed applies;
 - (xvii) the Date for Completion, if clause 16.8(b)(i)(B) of this deed applies;
 - (xviii) the Date for WHT Interface Milestone Completion of a WHT Interface Milestone, if clause 16.8(ba) of this deed applies;
 - (xix) the Date for WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, if clause 16.8(bb) of this deed applies;
 - (xx) both the Date for Completion (WHT Southern Tunnel Works) and Date for Final Completion, if clause 16.8(b)(ii)(A) of this deed applies; or
 - (xxi) the Date for Final Completion, if clause 16.8(b)(ii)(B) of this deed applies,
- in respect of the further delay, submit a further written claim to the Principal's Representative:
- (xxii) every 10 Business Days after the first written claim until 10 Business Days after the end of the effects of the delay; and
 - (xxiii) containing the information required by section 1(a)(xiii), (xiv) and (xv),

provided that the Contractor is not required to submit a further written claim in respect of the further delay if it does not wish to amend the written claim initially

submitted to the Principal's Representative and notifies the Principal's Representative in writing to this effect.

- (b) The Principal's Representative may, within 15 Business Days after receiving the Contractor's claim or further claim for an extension of time to:
- (i) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i) of this deed applies;
 - (ii) the Date for Completion, if clause 16.8(b)(ii) of this deed applies;
 - (iii) the Date for WHT Interface Milestone Completion of the relevant WHT Interface Milestone, if clause 16.8(ba) of this deed applies,
 - (iv) the Date for WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, if clause 16.8(bb) of this deed applies;
 - (v) both the Date for Completion (WHT Southern Tunnel Works) and Date for Final Completion, if clause 16.8(b)(ii)(A) of this deed applies; and
 - (vi) the Date for Final Completion, if clause 16.8(b)(ii)(A) of this deed applies,

by written notice to the Contractor, request additional information in relation to the claim or further claim. The Contractor must, within 10 Business Days of receiving such request, provide the Principal's Representative with the information requested.

2. **CONDITION PRECEDENT TO EXTENSION OF TIME**

- (a) It is a condition precedent to the Contractor's entitlement to an extension to:
- (i) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i)(A) of this deed applies;
 - (ii) the Date for Completion, if clause 16.8(b)(i)(B) of this deed applies;
 - (iii) the Date for WHT Interface Milestone Completion of a WHT Interface Milestone, if clause 16.8(ba) of this deed applies;
 - (iv) the Date for WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, if clause 16.8(bb) of this deed applies;
 - (v) both the Date for Completion (WHT Southern Tunnel Works) and Date for Final Completion, if clause 16.8(b)(ii)(A) of this deed applies; and
 - (vi) the Date for Final Completion, if clause 16.8(b)(ii)(B) of this deed applies,
- that:
- (vii) the Contractor must give the notices and claims required by section 1 as required by that section;
 - (viii) the cause of the delay was beyond the reasonable control of the Contractor and its Related Parties;
 - (ix) the Contractor is actually, or will be, delayed in achieving Opening Completion or Completion by the Excusable Cause of Delay (Rozelle Interchange), WHT Interface Milestone Completion of the relevant WHT Interface Milestone or WHT Southern Tunnel Design Milestone Completion of the relevant WHT Southern Tunnel Design Milestone by an Act of Prevention or Completion

(WHT Southern Tunnel Works) or Final Completion by the Excusable Cause of Delay (WHT Southern Tunnel Works) (as applicable); and

- (x) where the Contractor's claim is in relation to a delay to achieving Completion (WHT Southern Tunnel Works) or Final Completion by an Excusable Cause of Delay (WHT Southern Tunnel Works) described in paragraph (h) of the definition of Excusable Cause of Delay (WHT Southern Tunnel Works), that the Contractor has been delayed in achieving Completion (WHT Southern Tunnel Works) by the Date for Completion (WHT Southern Tunnel Works) or Final Completion by the Date for Final Completion (as applicable).

(b) If the conditions precedent in section 2(a) are not satisfied:

- (i) the Principal will not be liable upon any Claim for an extension of time or a Compensation Event by the Contractor or its Related Parties; and
- (ii) the Contractor and its Related Parties will be absolutely barred from making any Claim for an extension of time or a Compensation Event against the Principal,

arising out of or in any way in connection with the event giving rise to the delay and the delay involved.

3. **EXTENSION OF DATE FOR WHT INTERFACE MILESTONE COMPLETION, WHT SOUTHERN TUNNEL INTERFACE MILESTONE COMPLETION, DATE FOR OPENING COMPLETION, DATE FOR COMPLETION, DATE FOR COMPLETION (WHT SOUTHERN TUNNEL WORKS) AND FINAL COMPLETION**

(a) Subject to section 3(b), if the conditions precedent in section 2(a) have been satisfied, the Principal's Representative must extend:

- (i) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i)(A) of this deed applies;
- (ii) the Date for Completion, if clause 16.8(b)(i)(B) of this deed applies;
- (iii) the Date for WHT Interface Milestone Completion, if clause 16.8(ba) of this deed applies;
- (iv) the Date for WHT Southern Tunnel Design Milestone Completion, if clause 16.8(bb) of this deed applies;
- (v) both the Date for Completion (WHT Southern Tunnel Works) and Date for Final Completion, if clause 16.8(b)(ii)(A) of this deed applies; and
- (vi) the Date for Final Completion, if clause 16.8(b)(ii)(B) of this deed applies,

by:

- (vii) if the cause of delay is a Change, any period stated by the Principal's Representative in a Change Order, acting reasonably; or
- (viii) otherwise, a reasonable period, such period to be as stated by the Principal's Representative and notified to the Principal and the Contractor within 20 Business Days after the latest of the:

(A) Contractor's last claim under section 1(a)(xxiii); or

- (B) provision by the Contractor of any additional information requested by the Principal's Representative under section 1.
- (b) The failure of the Principal's Representative to grant any extension of time, or to grant an extension of time within the time prescribed by this section 3, will not cause any Date for WHT Interface Milestone Completion, any Date for WHT Southern Tunnel Design Milestone Completion, the Date for Opening Completion, the Date for Completion, the Date for Completion (WHT Southern Tunnel Works) or the Date for Final Completion (as the case may be) to be set at large or prevent the Principal's Representative from subsequently exercising its discretion under section 3(d).
- (c) In respect of each claim for an extension of time under section 1, the Contractor's entitlement to an extension of time will be reduced to the extent to which the Contractor or any of its Related Parties:
 - (i) could have lessened or avoided the delay if they had taken all reasonable steps both to preclude the cause of the delay and to avoid or minimise the consequences of the delay, including the expenditure of reasonable sums of money and taking reasonable steps to Mitigate the cause of the delay or re-schedule within the Overall D&C Program (Rozelle Interchange) or the Overall D&C Program (WHT Southern Tunnel Works (as applicable) the Contractor's Activities affected by the delay; or
 - (ii) caused or contributed to the delay.
- (ca) In determining the Contractor's entitlement to an extension of time where a Compensation Event (WHT Southern Tunnel Works) under paragraph (f) of the definition of Compensation Event (WHT Southern Tunnel Works) has arisen, the Contractor will not be entitled to claim an extension of time for the 1 day period referred to in paragraph (f) of the definition of Compensation Event (WHT Southern Tunnel Works), but will only be entitled to claim an extension of time for any further delay after such 1 day period.
- (cab) In determining the Contractor's entitlement to an extension of time where an Excusable Cause of Delay (WHT Southern Tunnel Works) under paragraph (h) of the definition of Excusable Cause of Delay (WHT Southern Tunnel Works) has arisen, the Contractor will not be entitled to claim an extension of time for the 30 day period referred to in paragraph (h)(iv) of the definition of Excusable Cause of Delay (WHT Southern Tunnel Works), but will only be entitled to claim an extension of time for any further delay after such 30 day period.
- (d) The Principal's Representative may in its absolute discretion for any reason and at any time, from time to time, by notice in writing to the Contractor, unilaterally extend:
 - (i) the Date for Opening Completion;
 - (ii) the Date for Completion;
 - (iii) a Date for WHT Interface Milestone Completion;
 - (iv) a Date for WHT Southern Tunnel Design Milestone Completion;
 - (v) the Date for Completion (WHT Southern Tunnel Works); or
 - (vi) the Date for Final Completion,

by any period specified in a notice to the Contractor. The power to extend a Date for WHT Interface Milestone Completion, a Date for WHT Southern Tunnel Design

Milestone Completion, the Date for Opening Completion, the Date for Completion, the Date for Completion (WHT Southern Tunnel Works) or the Date for Final Completion under this section 3(d):

- (vii) may be exercised whether or not the Contractor has made, or is entitled to make, a claim for an extension of time or is entitled to be, or has been, granted an extension of time under this Schedule 23;
 - (viii) subject to section 3(d)(iii), may only be exercised by the Principal's Representative and the Principal's Representative is not required to exercise its discretion under this section 3(d) for the benefit of the Contractor;
 - (ix) without limiting clause 8.1, may be exercised or not exercised (as the case may be) by the Principal's Representative in accordance with the directions of the Principal; and
 - (x) is not a Direction which can be the subject of a Dispute pursuant to the Dispute Resolution Procedure or in any way opened up or reviewed by any other person (including any expert, dispute avoidance board, arbitrator or court).
- (e) Where there are several causes of delay to WHT Interface Milestone Completion of a WHT Interface Milestone, WHT Southern Tunnel Design Milestone Completion of a WHT Southern Tunnel Design Milestone, Opening Completion, Completion, Completion (WHT Southern Tunnel Works) or Final Completion and at least one of those causes is not an Excusable Cause of Delay, then, to the extent the delays resulting from those causes are concurrent, the Contractor will not be entitled to an extension of the relevant Date for WHT Interface Milestone Completion, the relevant Date for WHT Southern Tunnel Design Milestone Completion, the Date for Completion, the Date for Opening Completion, the Date for Completion (WHT Southern Tunnel Works) or the Date for Final Completion under this section 3.

SCHEDULE 24

Conditions precedent to WHT Interface Milestone Completion, Opening Completion, Completion, Completion (WHT Southern Tunnel Works) and Final Completion

(Clause 16)

Part AA – Conditions precedent to WHT Interface Milestone Completion for each WHT Interface Milestone

1. The WHT Interface Works required for the relevant WHT Interface Milestone are complete in accordance with this deed except for minor Defects which:
 - (a) do not prevent the WHT Interface Works required for the relevant WHT Interface Milestone from being reasonably capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the WHT Interface Works required for the relevant WHT Interface Milestone; and
 - (c) the Contractor has reasonable grounds for not promptly rectifying.
2. The Contractor has:
 - (a) carried out and passed all tests which:
 - (i) are required under this deed to be carried out and passed before the WHT Interface Works required for the relevant WHT Interface Milestone reach WHT Interface Milestone Completion;
 - (ii) must necessarily be carried out and passed before the WHT Interface Works required for the relevant WHT Interface Milestone Completion can be used for their intended purpose; and
 - (iii) must necessarily be carried out to verify that the WHT Interface Works required for the relevant WHT Interface Milestone Completion are in the condition this deed requires them to be in at WHT Interface Milestone Completion;
 - (b) obtained all Approvals that it is required to obtain under this deed in connection with the WHT Interface Works required for the relevant WHT Interface Milestone Completion before the achievement of WHT Interface Milestone Completion and provided such Approvals to the Principal's Representative; and
 - (c) executed a certificate in the form of Schedule 25 and provided it to the Principal's Representative and the D&C Independent Certifier.
3. The Quality Manager has executed a certificate in the form of Appendix C to Schedule 20 and provided it to the Principal's Representative.
4. The Principal has been provided with:
 - (a) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 20 on all quality issues; and
 - (b) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 20.
5. Not used.

6. The Contractor has done all other things which this deed requires it to have done as a condition precedent to WHT Interface Milestone Completion of the relevant WHT Interface Works Milestone, including all things required under Appendix B.30 of the SWTC (Rozelle Interchange) in relation to the WHT Interface Works required for the relevant WHT Interface Milestone.

Part A - Conditions precedent to Opening Completion

1. The Project Works (Rozelle Interchange) (other than the works carried out at the WestConnex Disaster Recovery Site) are complete in accordance with this deed except for minor Defects which:
 - (a) do not prevent the Project Works (Rozelle Interchange) from being reasonably capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the Project Works (Rozelle Interchange); and
 - (c) the Contractor has reasonable grounds for not promptly rectifying.
2. The Contractor has:
 - (a) carried out and passed all tests, including Operational Readiness Evaluation, which:
 - (i) are required under this deed to be carried out and passed before the Project Works (Rozelle Interchange) reach Opening Completion;
 - (ii) must necessarily be carried out and passed before the Project Works (Rozelle Interchange) can be used for their intended purpose; and
 - (iii) must necessarily be carried out to verify that the Project Works (Rozelle Interchange) are in the condition this deed requires them to be in at Opening Completion;
 - (b) obtained all Approvals that it is required to obtain under this deed before Opening Completion of the Project Works (Rozelle Interchange) and provided such Approvals to the Principal's Representative;
 - (c) executed a certificate in the form of Schedule 25 and provided it to the Principal's Representative and the D&C Independent Certifier; and
 - (d) carried out and passed all audits and tests identified in SWTC (Rozelle Interchange) Appendix B.10 (Toll Collection System), Attachment B.10-1, section 5.3.5.
3. The Quality Manager has executed a certificate in the form of Appendix C to Schedule 20 and provided it to the Principal's Representative.
4. The Contractor has, in respect of any Extra Land occupied or used in connection with the Project Works (Rozelle Interchange):
 - (a) rehabilitated the Extra Land in accordance with the requirements of all relevant Authorities, the Principal, the owners or occupiers of the Extra Land and from other persons having an interest in such Extra Land and this deed; and
 - (b) provided the Principal's Representative with:
 - (i) 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 an interest in such Extra Land;
or

- (ii) if the Contractor is unable to obtain such a release despite using its best endeavours to do so, a statement from the Contractor to the effect that such owner or occupier, or other person having an interest in the Extra Land, has failed or refused to execute such a release within 15 Business Days of it being provided by the Contractor to the owner, occupier or other person following completion of the work on the Extra Land.

5. The Principal has been provided with:

- (a) all certificates required by this deed;
- (b) a copy of all signed independent road safety audits required by section 5.20 of the SWTC (Rozelle Interchange);
- (c) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 20 on all quality issues;
- (d) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 20;
- (e) copies of all site investigation reports and property conditions surveys pursuant to section 4.4.1 and 4.4.2 of the SWTC (Rozelle Interchange);
- (f) details of the location of Utility Services pursuant to section 2.3.4 of the SWTC (Rozelle Interchange);
- (g) copies of Approvals from Authorities for the drainage design pursuant to section 5.27 of the SWTC (Rozelle Interchange); and
- (h) all the 'as constructed' documentation and reports required by and in accordance with the Contractor Documentation Schedule (Rozelle Interchange).

6. The Principal has been provided with:

- (a) a copy of the O&M Manuals for the Rozelle Interchange Works and the revised O&M Plan, each as prepared in accordance with this deed;
- (b) copies of all Approvals required to be obtained by the Contractor under this deed, to open, use and operate the Rozelle Interchange Works;
- (c) notices in accordance with clause 16.11(c) of this deed;
- (d) a written notice of the kind referred to in clause 17.6(a)(i) of this deed from the relevant Authority for each discrete part of the Local Area Works forming part of the Project Works (Rozelle Interchange) which is required to be completed;
- (e) a written notice of the kind referred to in clause 17.7(a)(i) of this deed from the relevant Authority for each discrete part of the Utility Service Works which is necessary or required to be completed so that the Rozelle Interchange Works may be opened to the public for the safe, efficient and continuous passage of motor vehicles;
- (f) the inventory details required in accordance with section 7.2 of the SWTC (Rozelle Interchange); and

- (g) a copy of the incident management plan and the revised incident management plan, each as prepared in accordance with this deed.
7. The Principal, in consultation with Fire and Rescue NSW, has accepted the fire safety systems and measures relevant to Fire and Rescue NSW that are contained in the Project Works (Rozelle Interchange) and all relevant systems and measures within the Project Works (Rozelle Interchange), including the automatic fire detection and alarm system, the deluge suppression system, the fire hydrant system and all other fire fighting equipment.
8. The Principal has (acting reasonably) approved the Contractor's inputs to populate the Principal's asset management system as required under section 7.2 of the SWTC (Rozelle Interchange).
9. The Principal has received and (acting reasonably) approved the durability assessment reports required by section 5.9 and Appendix C.2 to the SWTC (Rozelle Interchange).
10. The Principal has received the following spare parts for the Toll Collection System:

Item Name	Initial Inventory
TRX 1630	2
VDCSU	3
VDCI-IR (IR LED)	2
LVDC Controller	2
LVDC Classification Scanner	2
VR SU LPN b/w	3
VR IU IR High Power	2
VR SU Colour HD	3
VR Colour IU (white light)	2
Security Video Surveillance Camera	1
TSMC	2
RSS Controller (ALC, VDC, VR)	2
Rack Console G151C	1
Managed Ethernet Switch MOXA 512	2
HP HI 5500-48 G Switch	2
Power supply LVDC	2

11. The Contractor has:
- (a) completed the works to the WestConnex Motorway Control Centre (**WMCC**) in accordance with this deed except for minor Defects which:

- (i) do not prevent the WMCC from being reasonably capable of being used for their intended purpose;
 - (ii) can be corrected without prejudicing the convenient or intended use of the WMCC; and
 - (iii) the Contractor has reasonable grounds for not promptly rectifying; and
- (b) completed the development, installation and commissioning of the IOMCS in accordance with this deed except for minor Defects which:
- (i) does not prevent the WMCC from being reasonably capable of being used for its intended purpose;
 - (ii) can be corrected without prejudicing the convenient or intended use of the WMCC; and
 - (iii) the Contractor has reasonable grounds for not promptly rectifying;
- (c) handed over the WMCC and the IOMCS to the Principal following completion in accordance with sections 13(a) and 13(b) to allow the:
- (i) occupation of the WMCC; and
 - (ii) operation of the IOMCS and OMCS from the WMCC; and
- (d) 6 consecutive weeks have passed since the satisfaction of sections 13(a), 13(b) and 13(c), and in that time no Defects have arisen in either the IOMCS or the WMCC (other than minor Defects referred to in paragraph (a)) that have not been rectified in accordance with this deed.
12. The Contractor has done all other things which this deed requires it to have done as a condition precedent to Opening Completion.

Part B - Conditions precedent to Completion

1. The Contractor has:
- (a) passed the Operational Acceptance Tests, which have been run for 30 consecutive days under live traffic;
 - (b) given to the Principal's Representative:
 - (i) a copy of "as built" drawings of the Project Works (Rozelle Interchange) pursuant to section 7.1 and Appendix C.2 of the SWTC (Rozelle Interchange); and
 - (ii) copies of all property and land survey information that is required to be prepared pursuant to the SWTC (Rozelle Interchange) and any other information that is required by the Principal to enable the Principal to prepare and register plans of consolidation and subdivision in respect of the Rozelle Interchange Motorway Stratum and for the Rozelle Interchange Lease to be prepared, executed and registered;
 - (c) given to the Principal's Representative all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the Project Works (Rozelle Interchange) which:

- (i) are required by this deed to be given to the Principal's Representative before Completion; or
- (ii) must necessarily be handed over before the Project Works (Rozelle Interchange) can be used for their intended purpose,

including copies of all documentation in accordance with the requirements of Appendix C.2 of the SWTC (Rozelle Interchange);

- (d) executed a certificate in the form of Schedule 25 and provided it to the Principal's Representative and the D&C Independent Certifier;
 - (e) removed all rubbish, surplus materials (including Materials), Construction Plant and Temporary Works (Rozelle Interchange) from the Rozelle Interchange Works Site, the Rozelle Interchange Temporary Areas and any Local Areas relevant to the Project Works (Rozelle Interchange) and any Extra Land occupied or used in connection with Project Works (Rozelle Interchange) except where the retention of any of these are required for the correction of Defects during the Defects Correction Period and this is approved in writing by the Principal's Representative;
 - (f) removed all signs erected in accordance with clause 15.5 of this deed and made good any damage caused by the removal of those signs;
 - (g) reinstated the Rozelle Interchange Temporary Areas and any other land affected by or used for the purposes of the Temporary Works (Rozelle Interchange) to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the Rozelle Interchange Temporary Area which this deed (including the SWTC (Rozelle Interchange)) specifies need not be reinstated (including where the Contractor is required to demolish buildings on the Rozelle Interchange Temporary Area); and
 - (h) completed the WestConnex Disaster Recovery Site in accordance with the requirements of section 2.3.1 of the SWTC (Rozelle Interchange) and Appendix B.32 of the SWTC (Rozelle Interchange).
2. The Contractor has done all other things which this deed requires it to have done as a condition precedent to Completion.

Part C - Conditions precedent to Completion (WHT Southern Tunnel Works)

1. The WHT Southern Tunnel Works are complete in accordance with this deed except for minor Defects which:
- (a) do not prevent the WHT Southern Tunnel Works from being reasonably capable of being used for their intended purpose;
 - (b) can be corrected without prejudicing the convenient or intended use of the WHT Southern Tunnel Works; and
 - (c) the Contractor has reasonable grounds for not promptly rectifying.
2. The Contractor has:
- (a) carried out and passed all tests, which:
 - (i) are required under this deed to be carried out and passed before the WHT Southern Tunnel Works reach Completion (WHT Southern Tunnel Works);

- (ii) must necessarily be carried out and passed before the WHT Southern Tunnel Works can be used for their intended purpose; and
 - (iii) must necessarily be carried out to verify that the WHT Southern Tunnel Works are in the condition this deed requires them to be in at Completion (WHT Southern Tunnel Works);
 - (b) obtained all Approvals that it is required to obtain under this deed before Completion (WHT Southern Tunnel Works) of the WHT Southern Tunnel Works and provided such Approvals to the Principal's Representative; and
 - (c) executed a certificate in the form of Schedule 25 and provided it to the Principal's Representative and the WHT Independent Certifier.
3. The Quality Manager has executed a certificate in the form of Appendix C to Schedule 20 and provided it to the Principal's Representative.
4. The Contractor has, in respect of any Extra Land occupied or used in connection with the WHT Southern Tunnel Works:
- (a) rehabilitated the Extra Land in accordance with the requirements of all relevant Authorities, the Principal, the owners or occupiers of the Extra Land and from other persons having an interest in such Extra Land and this deed; and
 - (b) provided the Principal's Representative with:
 - (i) 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 an interest in such Extra Land; or
 - (ii) if the Contractor is unable to obtain such a release despite using its best endeavours to do so, a statement from the Contractor to the effect that such owner or occupier, or other person having an interest in the Extra Land, has failed or refused to execute such a release within 15 Business Days of it being provided by the Contractor to the owner, occupier or other person following completion of the work on the Extra Land.
5. The Principal has been provided with:
- (a) all certificates required by this deed;
 - (b) a copy of all signed independent road safety audits required by section 5.20 of the SWTC (WHT Southern Tunnel Works);
 - (c) a summary prepared by the Quality Manager pursuant to section 1(b)(ii) of Schedule 20 on all quality issues;
 - (d) all documents relating to all non-conformances pursuant to section 3(c) of Schedule 20;
 - (e) copies of all site investigation reports and property conditions surveys pursuant to section 4.4.1 and 4.4.2 of the SWTC (WHT Southern Tunnel Works);
 - (f) details of the location of Utility Services pursuant to section 2.3.4 of the SWTC;
 - (g) copies of Approvals from Authorities for the drainage design pursuant to section 5.27 of the SWTC (WHT Southern Tunnel Works); and

- (h) all the 'as constructed' documentation and reports required by and in accordance with the Contractor Documentation Schedule (WHT Southern Tunnel Works).
6. The Principal has been provided with:
- (a) a copy of the O&M Manuals for the WHT Southern Tunnel Works and the revised O&M Plan, each as prepared in accordance with this deed;
 - (b) copies of all Approvals required to be obtained by the Contractor under this deed in respect of the WHT Southern Tunnel Works;
 - (c) notices in accordance with clause 16.11(c) of this deed;
 - (d) a written notice of the kind referred to in clause 17.6(a)(i) of this deed from the relevant Authority for each discrete part of the Local Area Works forming part of the WHT Southern Tunnel Works which is required to be completed;
 - (e) a written notice of the kind referred to in clause 17.7(a)(i) of this deed from the relevant Authority for each discrete part of any Utility Service which is necessary or required to be completed so that the WHT Southern Tunnel Works may be handed over to the WHT Contractor;
 - (f) the inventory details required in accordance with section 7.2 of the SWTC (WHT Southern Tunnel Works); and
 - (g) a copy of the incident management plan and the revised incident management plan, each as prepared in accordance with this deed.
7. The Principal has accepted the emergency response provisions that are contained in the WHT Southern Tunnel Works and all relevant systems and measures within the WHT Southern Tunnel Works including those provisions for site access and site security. These provisions will be, at minimum, in accordance with the WorkCover NSW Code of Practice for Tunnels Under Construction (2006) and Safe Work Australia - Guide for Tunnelling Work (November 2013).
8. The Principal has (acting reasonably) approved the Contractor's inputs to populate the Principal's asset management system as required under section 7.2 of the SWTC (WHT Southern Tunnel Works).
9. The Principal has received and (acting reasonably) approved the durability assessment reports required by section 5.9 and Appendix C.2 to the SWTC (WHT Southern Tunnel Works).
10. The Contractor has executed a certificate in the form of Schedule 25 and provided it to the Principal's Representative and the WHT Independent Certifier.
11. The Contractor has removed all rubbish, surplus materials (including Materials), Construction Plant and Temporary Works (WHT Southern Tunnel Works) from the WHT Southern Tunnel Works Site, the WHT Southern Tunnel Temporary Area and any Local Areas relevant to the WHT Southern Tunnel Works and any Extra Land occupied or used in connection with the WHT Southern Tunnel Works except:
- (a) where the retention of any of these are required for the carrying out of the Post Completion Activities; or
 - (b) the correction of Defects during the Defects Correction Period and this is approved in writing by the Principal's Representative.

12. The Contractor has removed all signs erected in accordance with clause 15.5 of this deed and made good any damage caused by the removal of those signs.
13. Reinstated the WHT Southern Tunnel Temporary Areas and any other land affected by or used for the purposes of the Temporary Works (WHT Southern Tunnel Works) to a condition at least equivalent to the condition existing before that occupation or use except for such parts of the WHT Southern Tunnel Temporary Areas which this deed (including the SWTC) specifies need not be reinstated (including where the Contractor is required to demolish buildings on the WHT Southern Tunnel Temporary Areas).
14. The Contractor has done all other things which this deed requires it to have done as a condition precedent to Completion (WHT Southern Tunnel Works).

Part D - Conditions precedent to Final Completion

1. The Contractor has:
 - (a) given to the Principal's Representative:
 - (i) a copy of "as built" drawings of the WHT Southern Tunnel Works pursuant to section 7.1 and Appendix C.2 of the SWTC (WHT Southern Tunnel Works); and
 - (ii) copies of all property and land survey information that is required to be prepared pursuant to the SWTC (WHT Southern Tunnel Works) and any other information that is required by the Principal to enable the Principal to prepare and register plans of consolidation and subdivision to be prepared, executed and registered; and
 - (b) given to the Principal's Representative all documents or other information in respect of the design, construction, testing, commissioning, completion, occupation, use and maintenance of the WHT Southern Tunnel Works which:
 - (i) are required by this deed to be given to the Principal's Representative before Final Completion; or
 - (ii) must necessarily be handed over before the WHT Southern Tunnel Works can be used for their intended purpose,

including copies of all documentation in accordance with the requirements of Appendix C.2 of the SWTC (WHT Southern Tunnel Works).
2. The Contractor has done all other things which this deed requires it to have done as a condition precedent to Final Completion..

SCHEDULE 24A

Post Completion Activities

(Clause 16A)

Where the Principal's Representative gives a notice under clause 16A.1(a) of this deed, the Post Completion Activities to be performed by the Contractor in respect of the WHT Southern Tunnel Works comprise the general Post Completion Activities described in section 1 of this Schedule 24A.

1. General Post Completion Activities

- (a) Continuing to comply with the obligations under clause 9.7 of this deed.
- (b) The Principal Contractor continuing to fulfil the role of "principal contractor" (as that term is defined in clause 9.7(a) of this deed).
- (c) Continuing to comply with the obligations under clause 9.11 of this deed.
- (d) Continuing to comply with the obligations under section 2.5a)(vi) of the SWTC (WHT Southern Tunnel Works);
- (e) Any activities required to ensure that:
 - (i) the WHT Southern Tunnel Works remain fit for its intended purposes; and
 - (ii) the WHT Southern Tunnel Works remain compliant with all relevant WHS Legislation and ready for the WHT Contractor to take over.
- (f) Continuing to comply with all obligations of the Contractor that relate to access to the relevant parts of the Construction Site and any relevant obligations under the Site Access Schedule.
- (g) Without limiting section 1(e) of this Schedule 24A:
 - (i) securing and protecting all relevant areas of the WHT Southern Tunnel Works; and
 - (ii) keeping all relevant areas of the WHT Southern Tunnel Works clean, including removing rubbish, litter, graffiti and surplus material.
- (h) Maintaining and (to the extent applicable) operating any Handover Works related to the WHT Southern Tunnel Works.
- (i) Any activities provided for in the O&M Manual for the WHT Southern Tunnel Works that must be carried out at a time that occurs before the Handover Date.
- (j) Continuing to comply with, carry out and fulfil the conditions and requirements of all relevant Approvals, including, where relevant, ongoing monitoring).
- (k) All activities required to obtain and maintain any Approval required for the performance of the Post Completion Activities and complying with, carrying out and fulfilling the conditions and requirements of any such Approval.
- (l) Payment of any costs in connection with Utility Services associated with the performance of the Post Completion Activities.
- (m) Replacement of parts and consumables, including water treatment chemicals and supplies, used during the performance of the Post Completion Activities.

- (n) Providing safe and convenient access at all times to the relevant parts of the Construction Site to the Principal's Representative and any person authorised by the Principal.

SCHEDULE 25

Contractor's Certificate

(Clause 16.11(d))

To: The Principal's Representative / the [D&C Independent Certifier / WHT Independent Certifier]

From: CPB Contractors Pty Limited (ABN 98 000 893 667) and John Holland Pty Ltd (ABN 11 004 282 268) (together, the **Contractor**)

In accordance with the terms of clause 16.11(d) of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) dated [insert], we hereby certify that [WHT Interface Milestone Completion / WHT Southern Tunnel Design Milestone Completion / Completion / Opening Completion / Completion (WHT Southern Tunnel Works) / Final Completion] of the [insert relevant WHT Interface Milestone] / [insert relevant WHT Southern Tunnel Design Milestone] / Project Works (Rozelle Interchange) / WHT Southern Tunnel Works] has been achieved by the Contractor on [insert] in accordance with the terms and conditions of the deed between the Principal and the Contractor dated [insert] with respect to the Project.

.....

Signed for and on behalf of
CPB Contractors Pty Limited and John Holland Pty Ltd

SCHEDULE 26

Independent Certifier's Certificate

(Clause 16.11(f)(i))

[ON D&C INDEPENDENT CERTIFIER / WHT INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Principal

Transport for NSW (ABN 18 804 239 602) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061

Contractor

CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) of c/- John Holland Pty Ltd Level 3, 65 Pirrama Road Pyrmont NSW 2009

Dear [insert name]

**NOTICE OF [WHT INTERFACE MILESTONE COMPLETION / OPENING COMPLETION / COMPLETION / COMPLETION (WHT SOUTHERN TUNNEL WORKS) / FINAL COMPLETION] Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construct Deed (D&C Deed)
WHT Interface Works / Project Works (Rozelle Interchange) / WHT Southern Tunnel Works**

We refer to clause 16.11(f)(i) of the D&C Deed and hereby advise you that the [WHT Interface Works for [insert the relevant WHT Interface Milestone] / Project Works (Rozelle Interchange) / WHT Southern Tunnel Works] reached the stage of [WHT Interface Milestone Completion / Opening Completion / Completion / Completion (WHT Southern Tunnel Works) / Final Completion] on [insert date].

This Notice of [WHT Interface Milestone Completion / Opening Completion / Completion / Completion (WHT Southern Tunnel Works) / Final Completion] does not relieve the Contractor of its obligation to rectify Defects under clause 17 of the D&C Deed and to complete other outstanding obligations under the D&C Deed.

.....

[
for and on behalf of the [D&C Independent Certifier / WHT Independent Certifier]

SCHEDULE 27

Form of Notice of WHT Southern Tunnel Design Milestone Completion

(Clause 16.11A(b)(i))

[ON WHT INDEPENDENT CERTIFIER LETTERHEAD]

[insert date]

Principal

Transport for NSW (ABN 18 804 239 602) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061

Contractor

CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the **Contractor**) of c/- John Holland Pty Ltd Level 3, 65 Pirrama Road Pyrmont NSW 2009

Dear [insert name]

NOTICE OF WHT SOUTHERN TUNNEL DESIGN MILESTONE COMPLETION

Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construct Deed (D&C Deed)

WHT Southern Tunnel Works

We refer to clause 16.11A(b)(i) of the D&C Deed and hereby advise you that the [relevant WHT Southern Tunnel Design Milestone] reached WHT Southern Tunnel Design Milestone Completion on [insert date].

[
] for and on behalf of the WHT Independent Certifier

PART D
FINANCIAL

SCHEDULE 28

Consumer Price Index and Indexation

(Clause 1.1 definition of "Consumer Price Index or CPI")

Consumer Price Index or CPI means:

- (a) the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published quarterly by the Australian Bureau of Statistics, as long as there is no change in the coverage, periodicity or reference base from those applying at the date of this deed. The base CPI for the purposes of this deed will be the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" published by the Australian Bureau of Statistics for the last full quarter ending immediately prior to the date of this deed;
- (b) if there is a change in the coverage of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is linked to previous All Groups Consumer Price Indexes, CPI is the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities;
- (c) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the Australian Bureau of Statistics provides a conversion factor, that conversion factor must be applied to calculate revised CPI figures for the purpose of this deed, in terms of the new reference base;
- (d) if there is a change in the reference base of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities from that applying at the date of this deed and the Australian Bureau of Statistics does not provide a conversion factor, the parties must request the President of The Institute of Actuaries Australia (or their nominee) to calculate revised CPIs for the purposes of this deed, and his determination is final and binds the parties;
- (e) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is published and:
 - (i) there is a change in its coverage and it is not linked to previous All Groups Consumer Price Indexes; or
 - (ii) there is a change in its periodicity,the parties must request the President of the Institute of Actuaries Australia (or their nominee) to determine:
 - (iii) whether the new All Groups Consumer Price Index Weighted Average of Eight Capital Cities is appropriate as a general indicator of the rate of price change for consumer goods and services; or
 - (iv) if it is not, what other index should be used as a substitute index for the purpose of this deed,and his determination is final and binds the parties;
- (f) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is:
 - (i) a replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities; and
 - (ii) linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities,

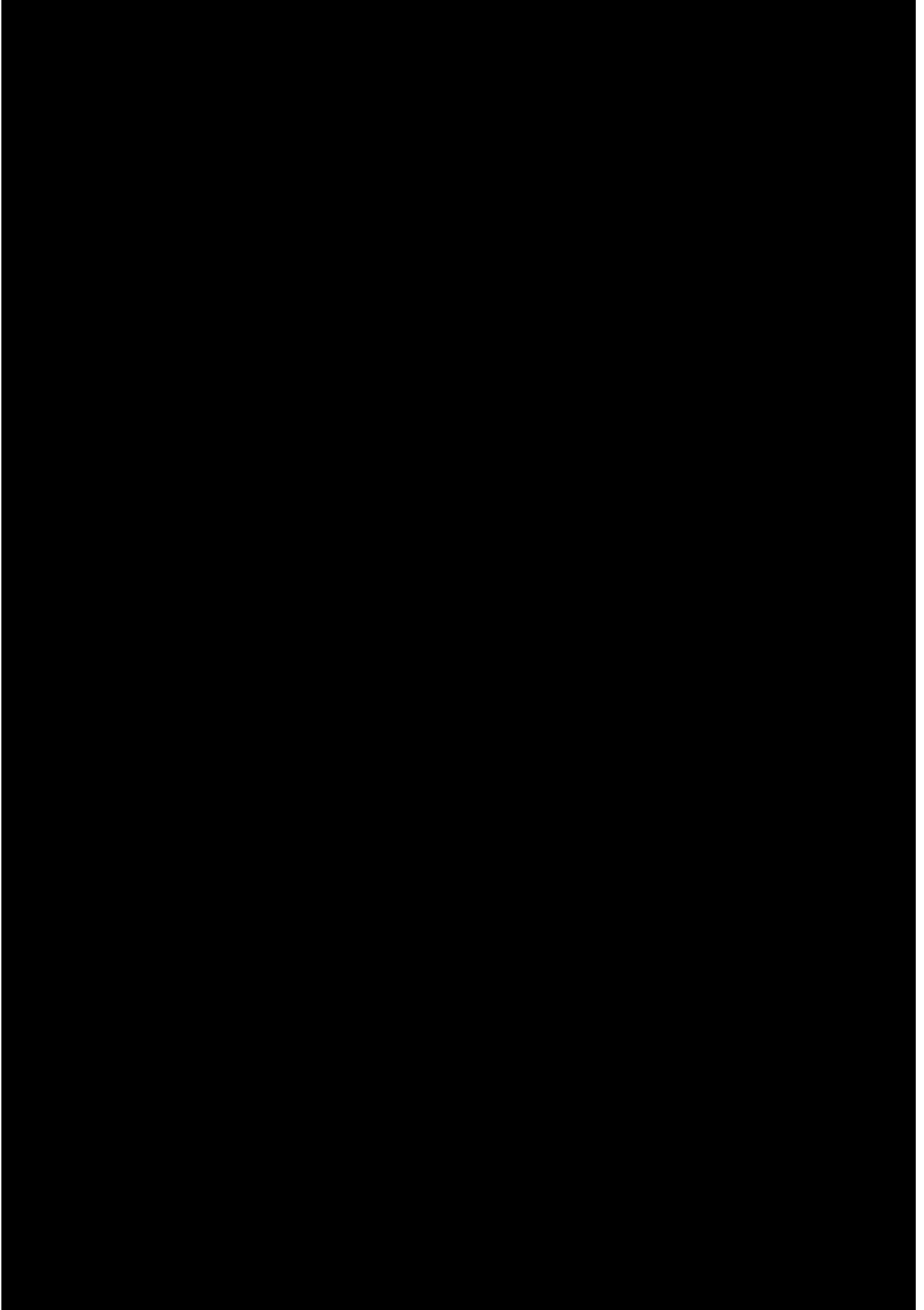
all CPIs relevant to this deed must be re-calculated to the same reference base as the replacement index;

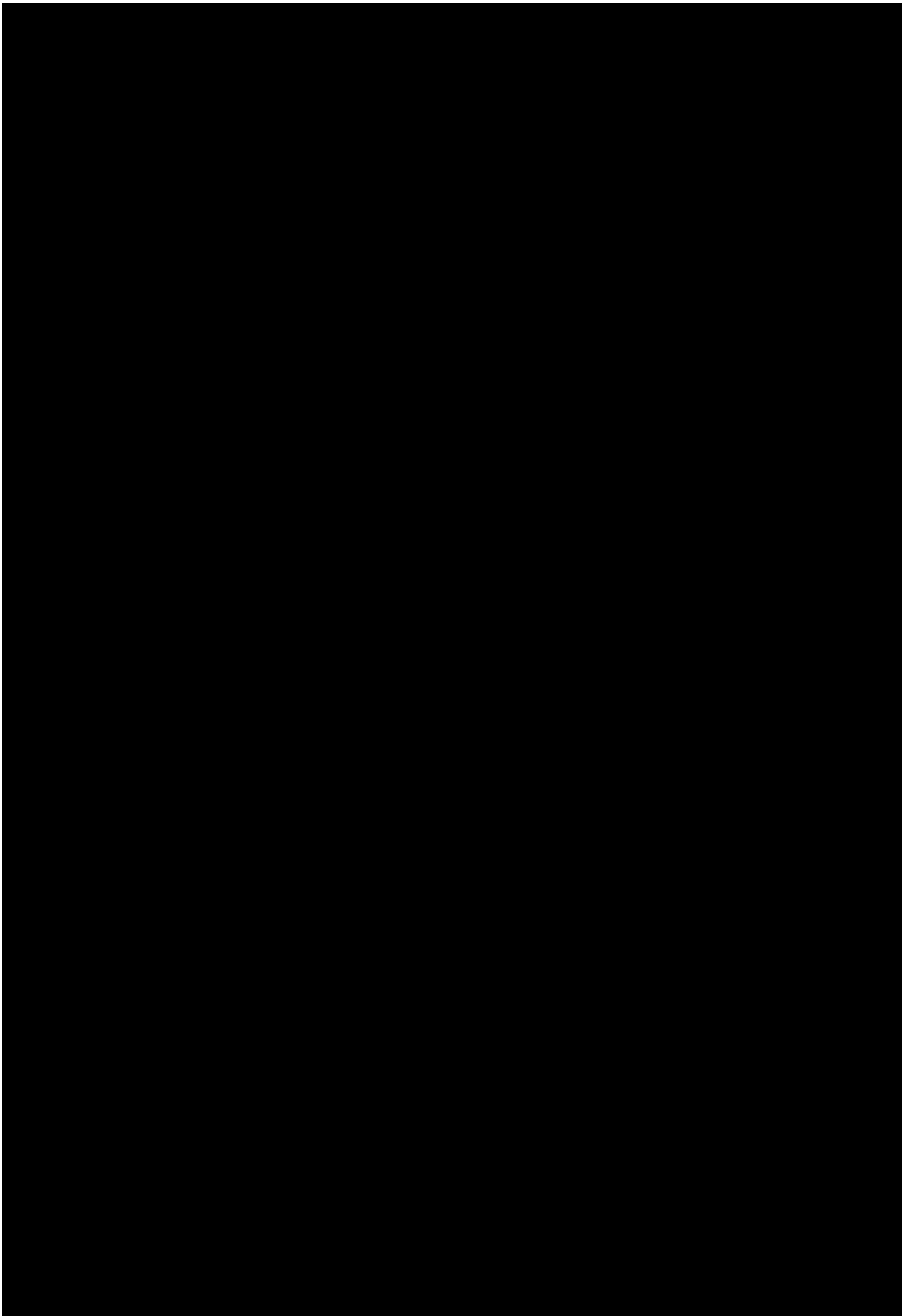
- (g) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics publishes another index which is not linked to the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or their nominee) to calculate revised CPIs for the purposes of this deed, and his calculation is final and binds the parties; or
- (h) if the All Groups Consumer Price Index Weighted Average of Eight Capital Cities is not published and the Australian Bureau of Statistics does not publish another index in replacement of the All Groups Consumer Price Index Weighted Average of Eight Capital Cities, the parties must request the President of the Institute of Actuaries Australia (or their nominee) to determine an appropriate index which is a general indicator of the rate of price change for consumer goods and services, and his determination is final and binds the parties.

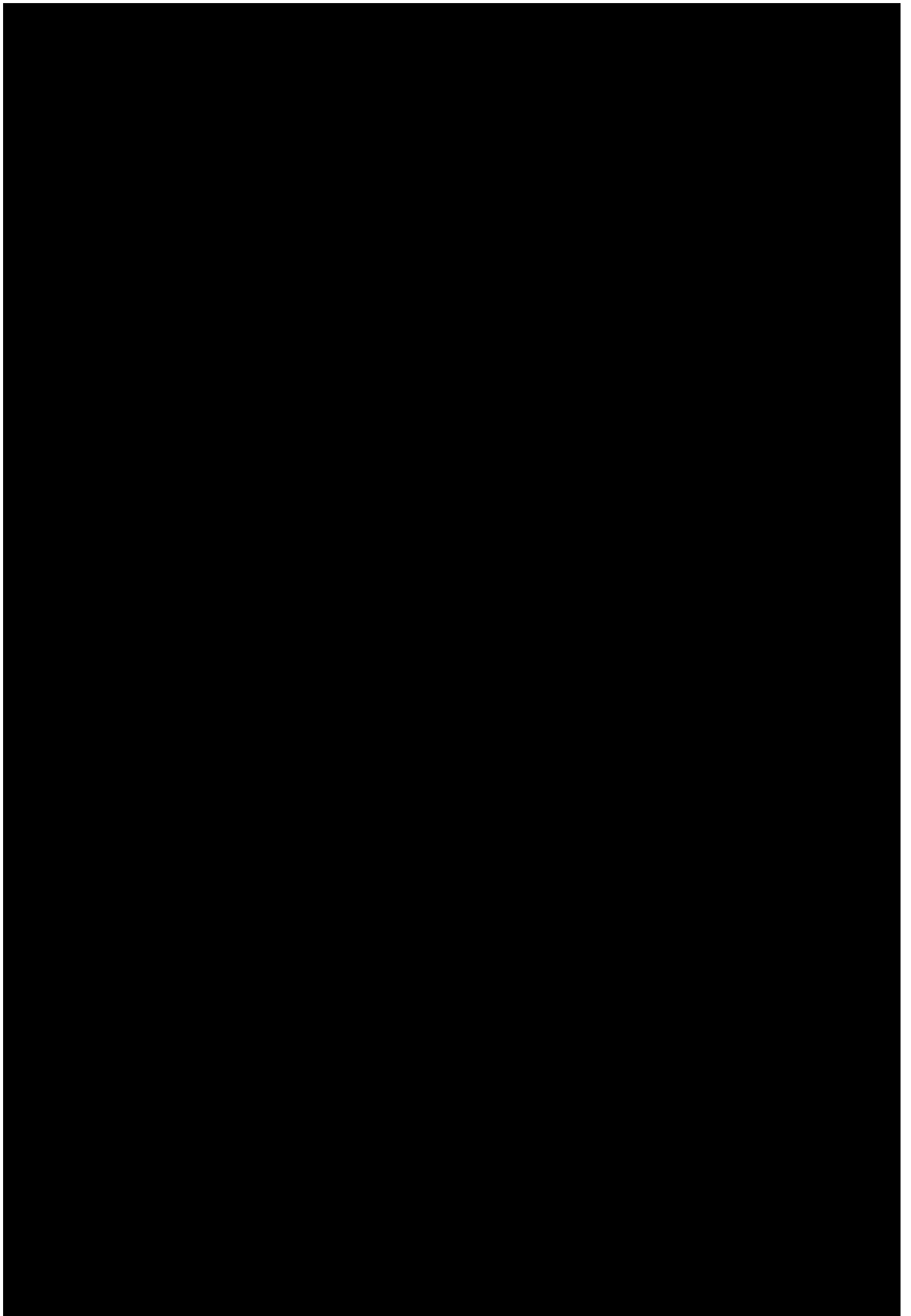
If paragraphs (e), (g) or (h) in this Schedule 28 apply, paragraphs (a) to (h) will apply to the index determined in accordance with paragraphs (e), (g) or (h) (as the case may be) as if all references to the "All Groups Consumer Price Index Weighted Average of Eight Capital Cities" are references to that replacement index.

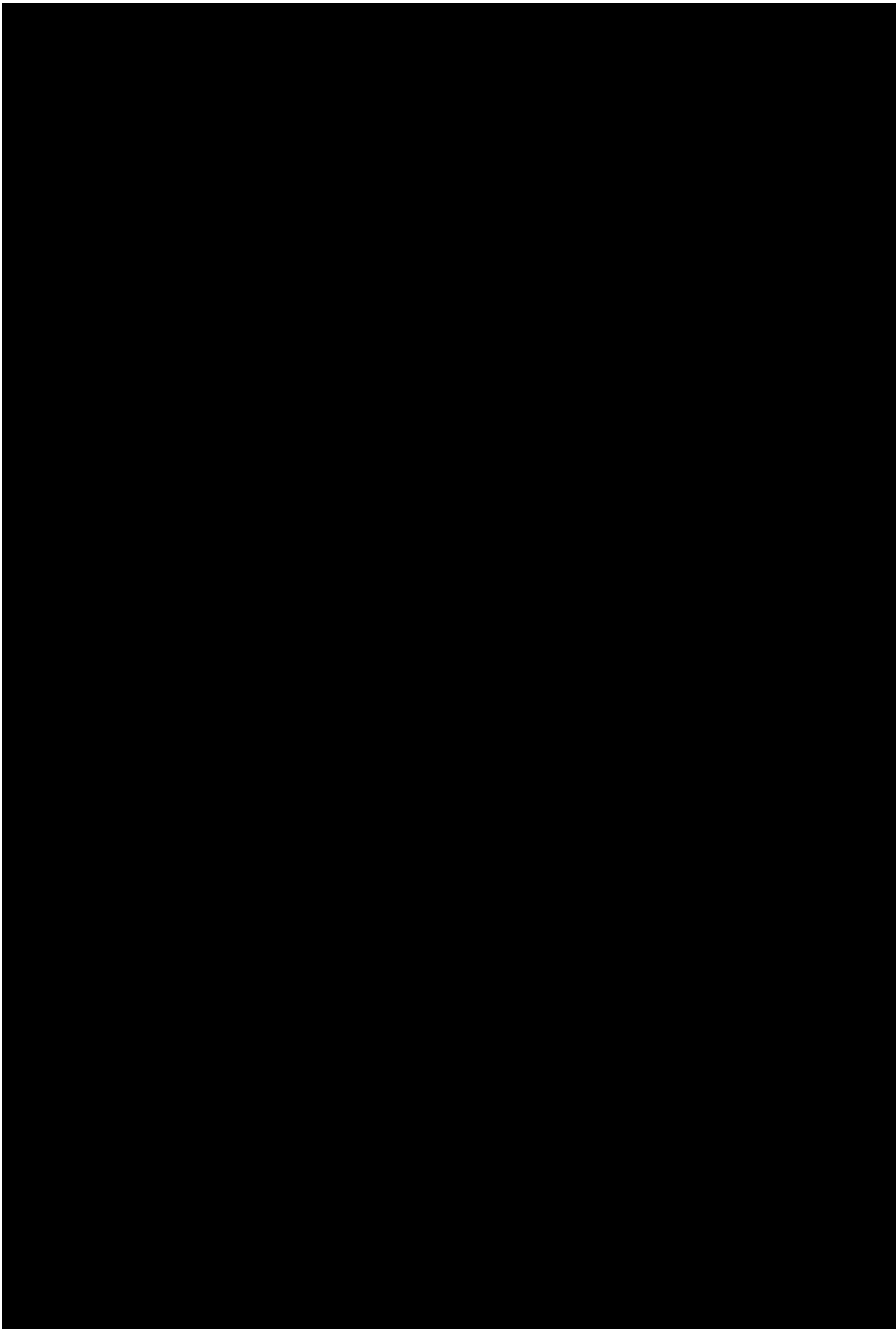
SCHEDULE 29

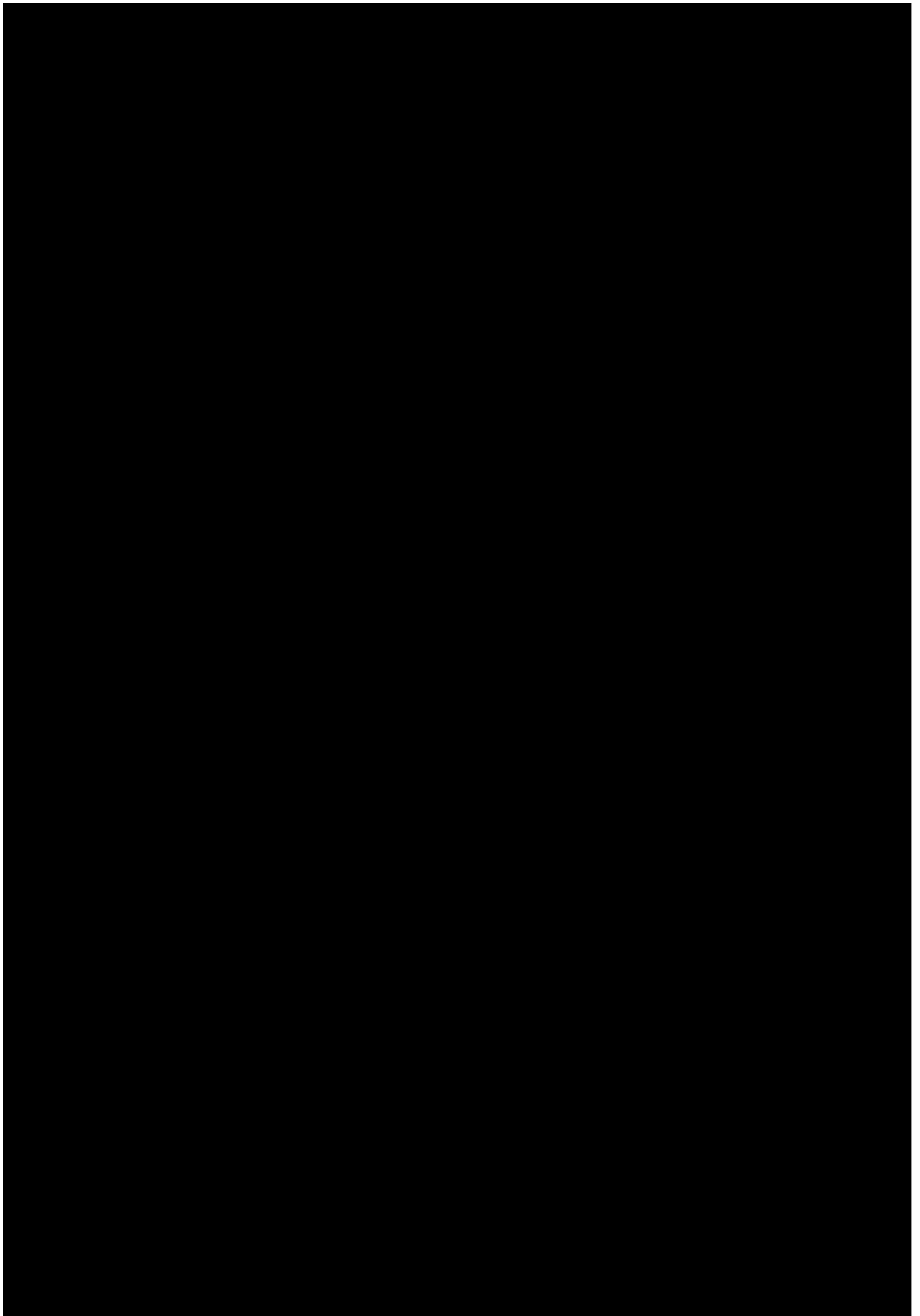
Lane Occupancy Fees

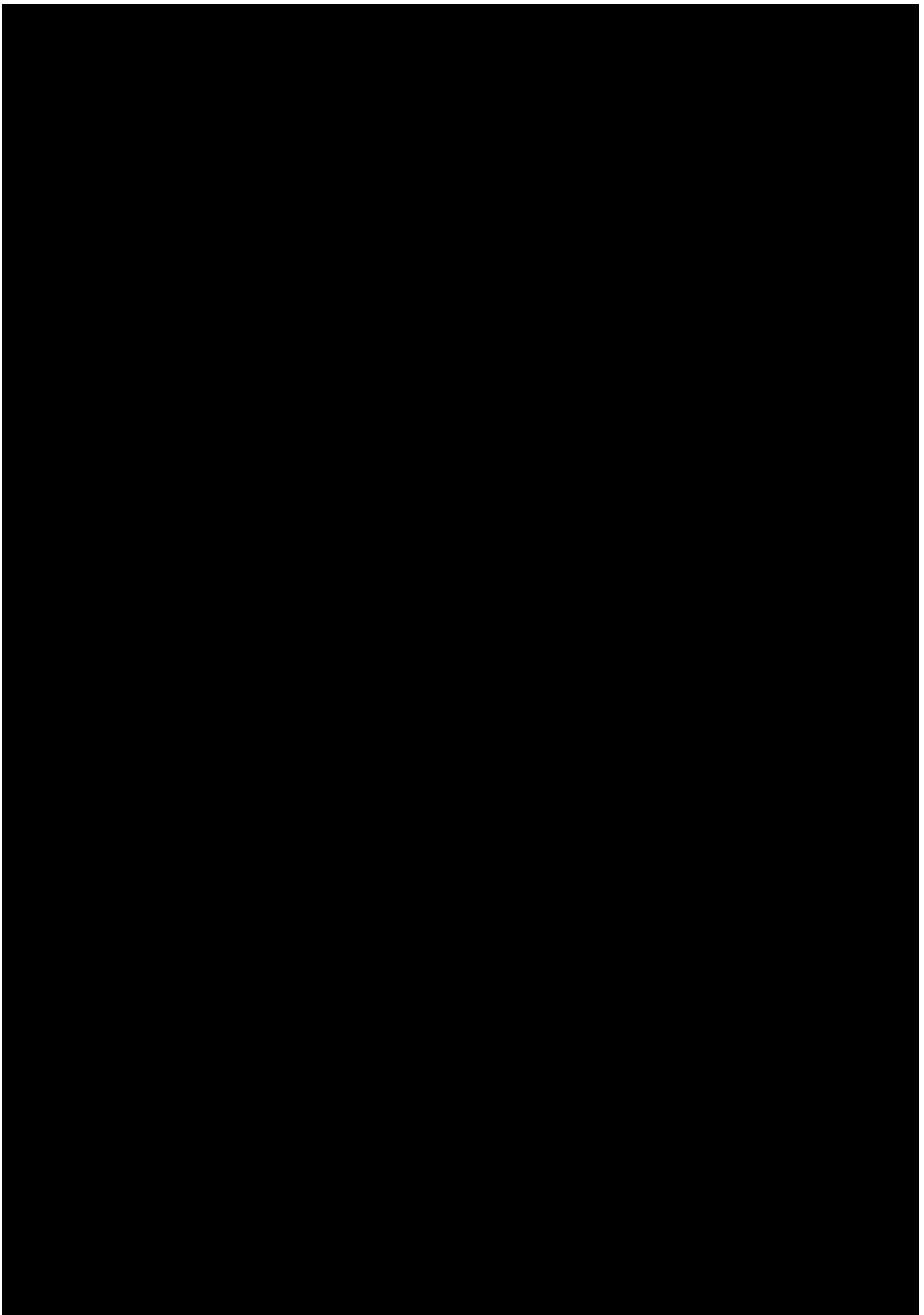


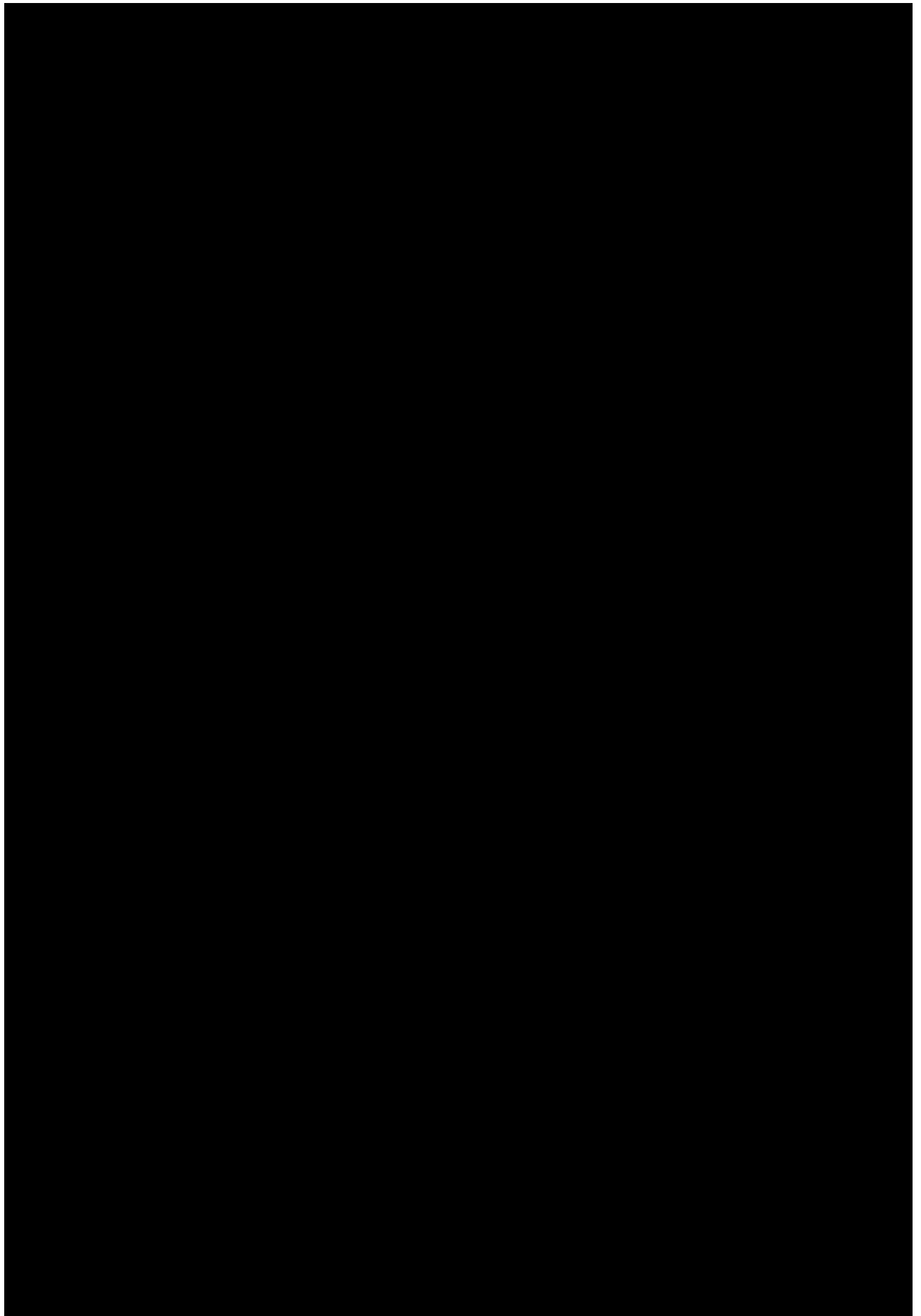


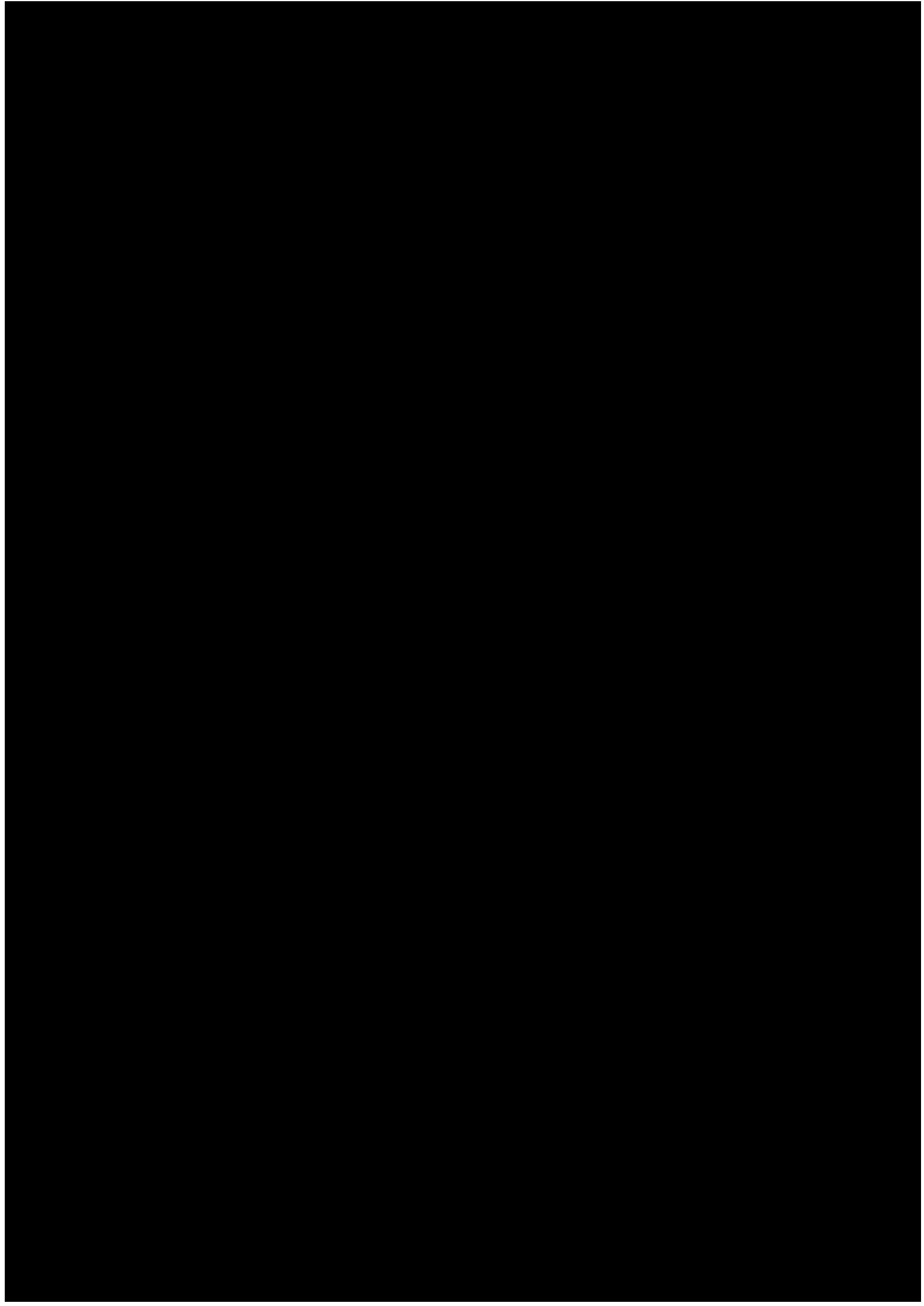






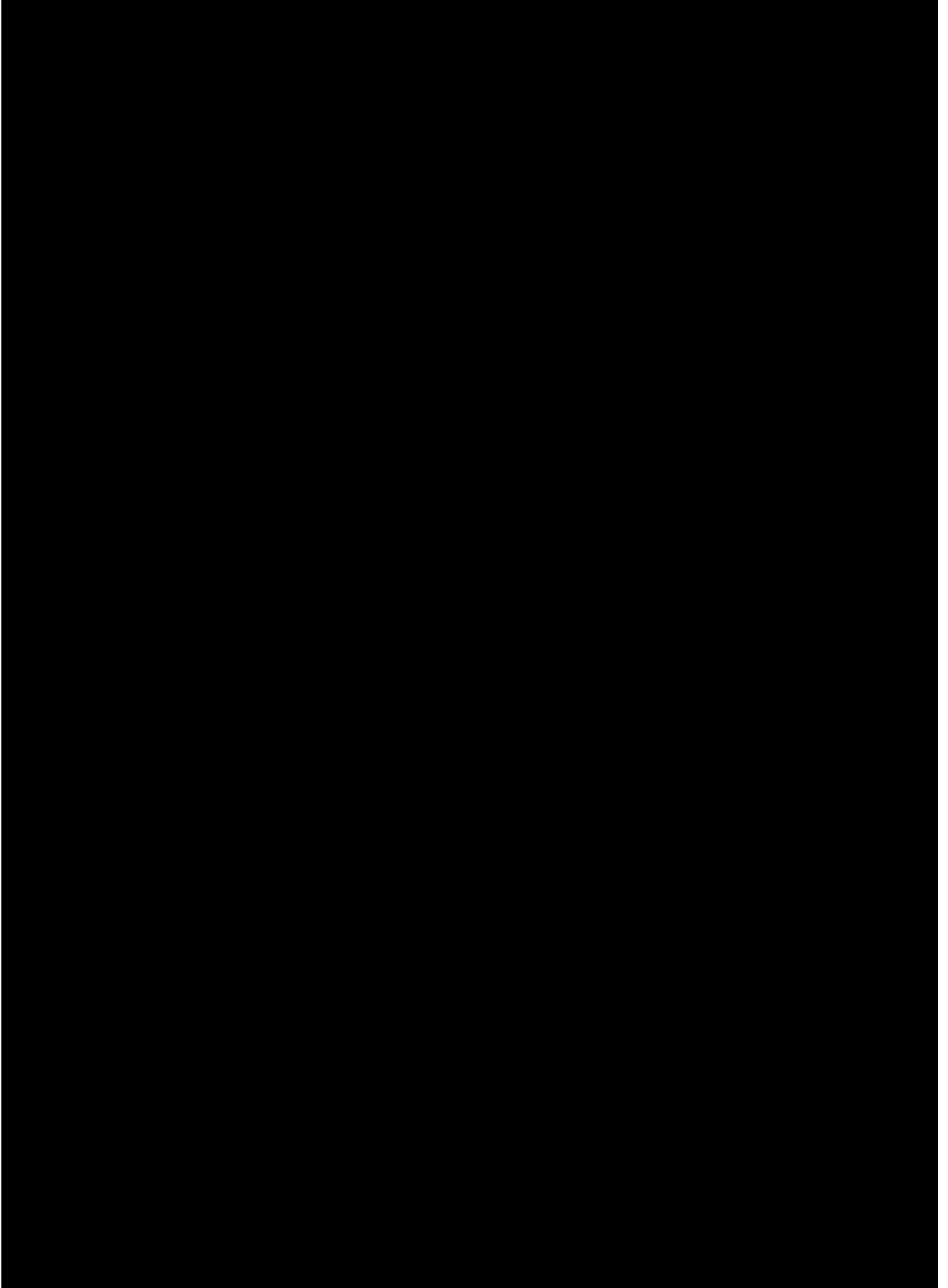


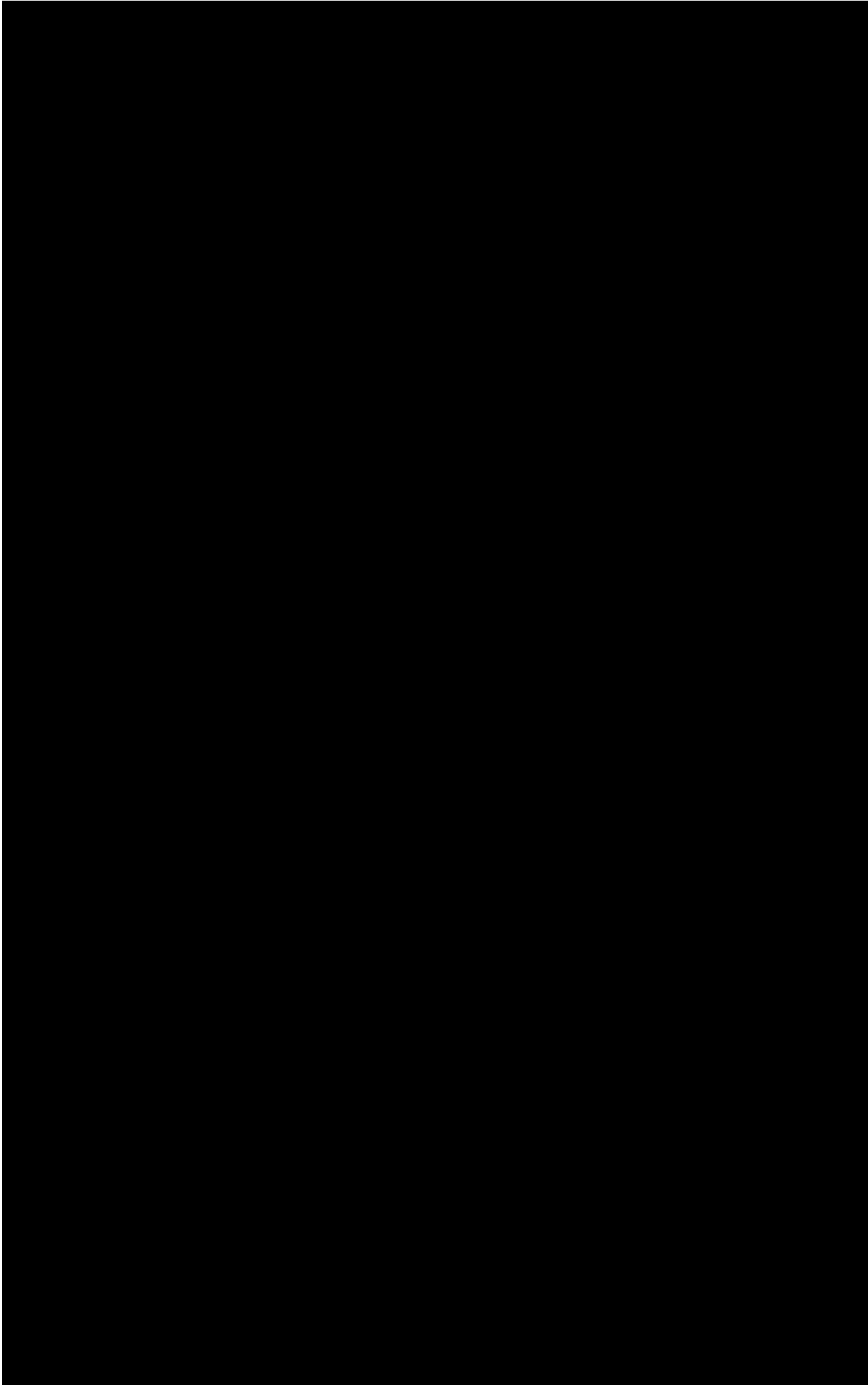


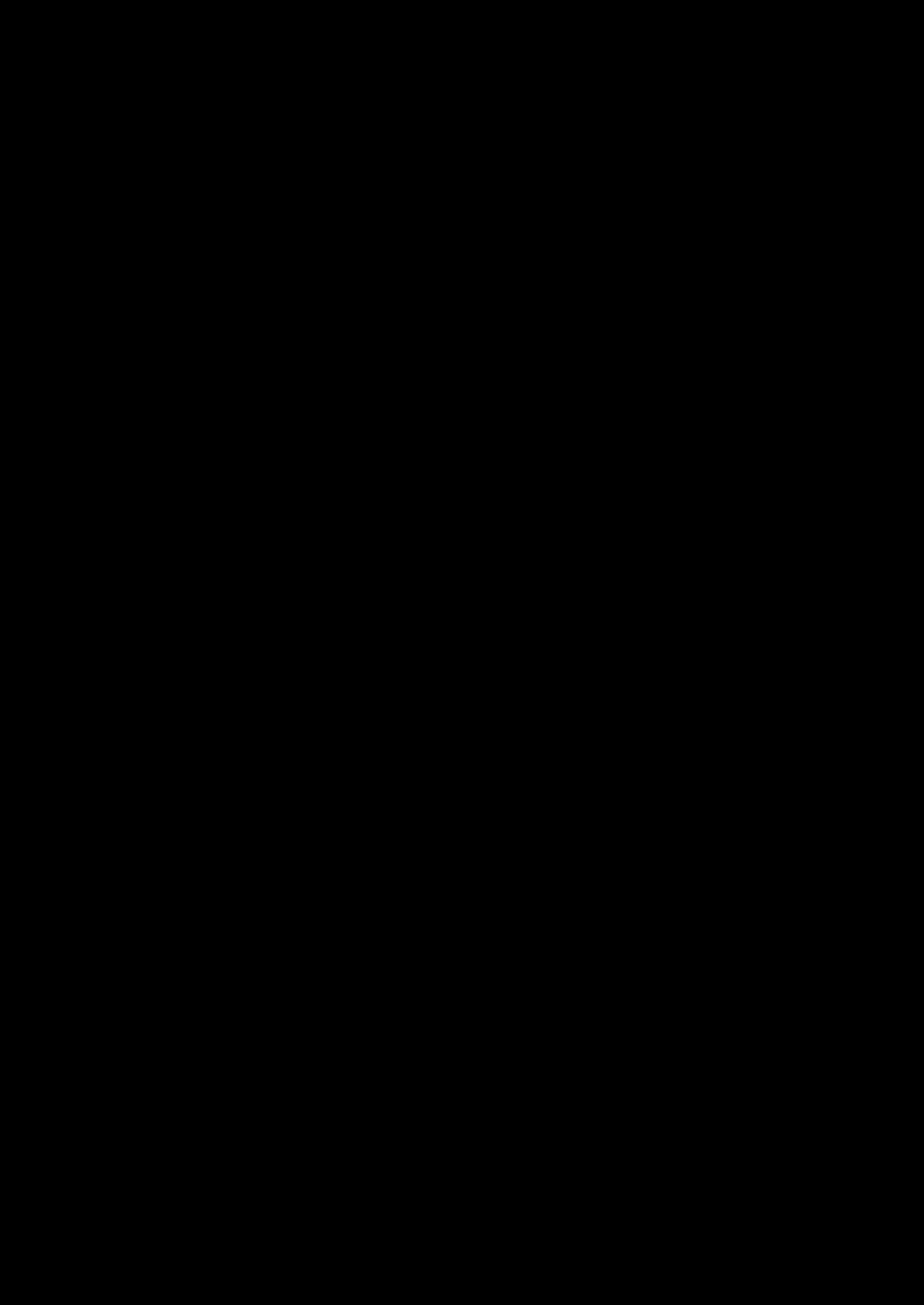


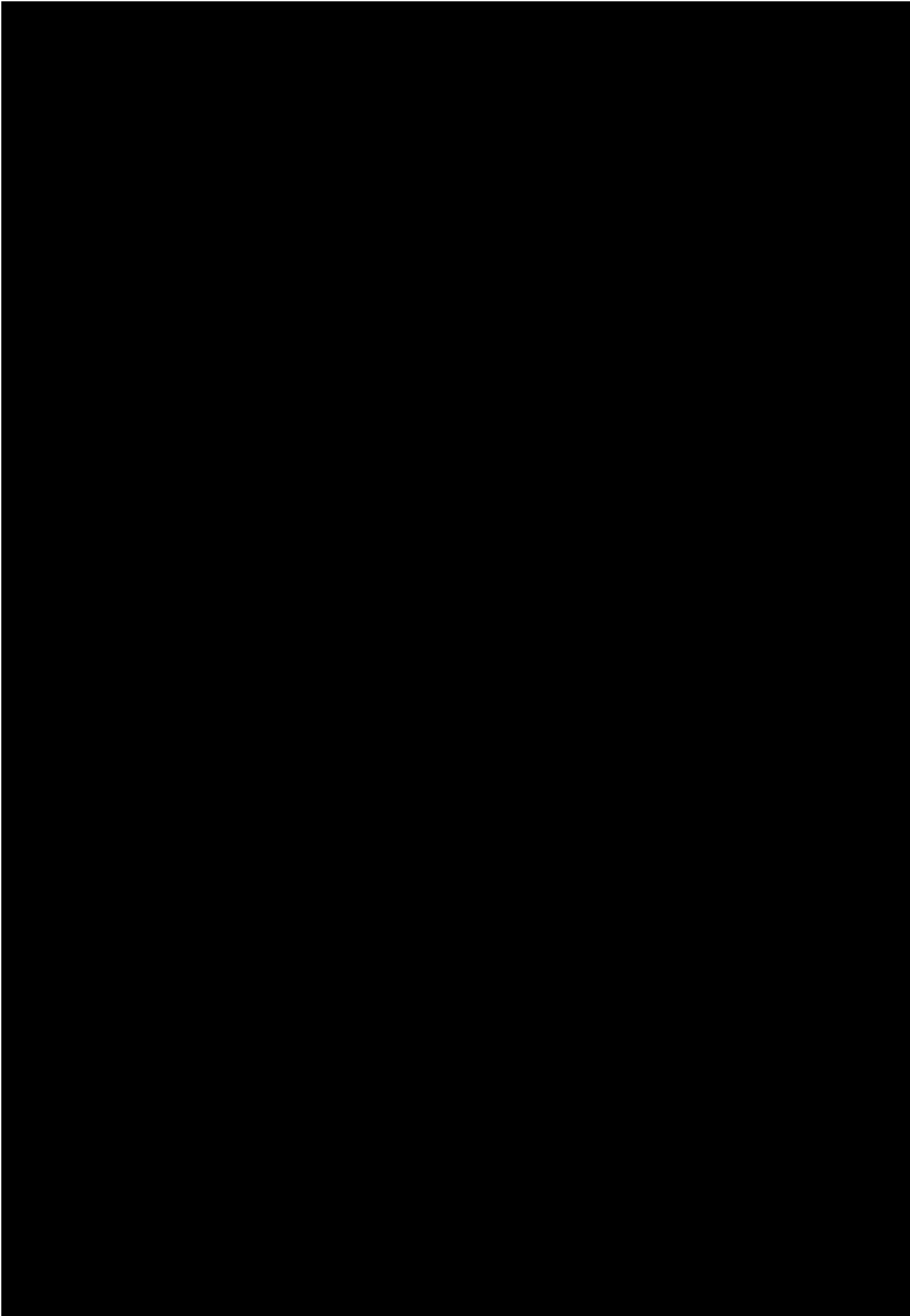
SCHEDULE 30

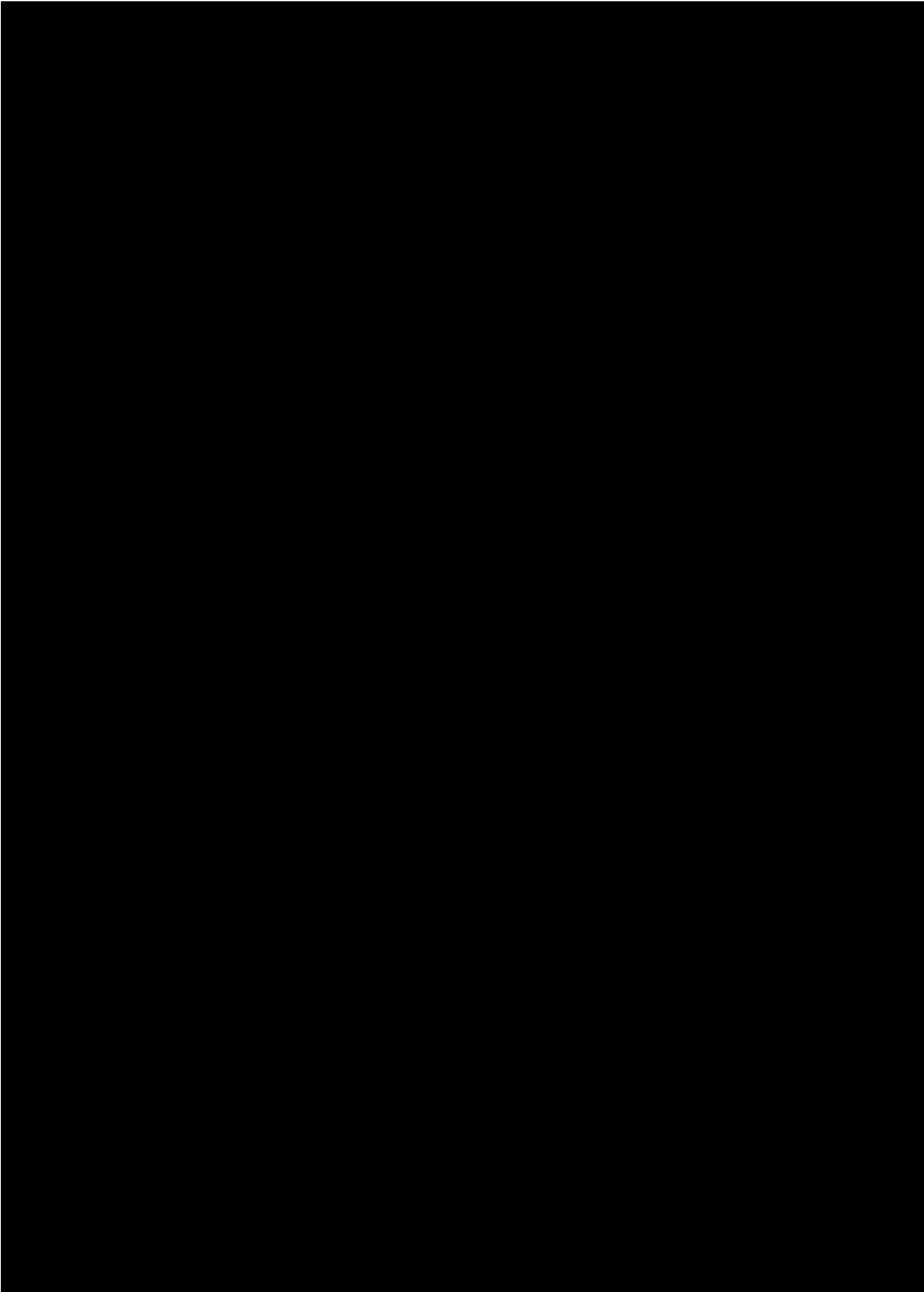
Project Insurances

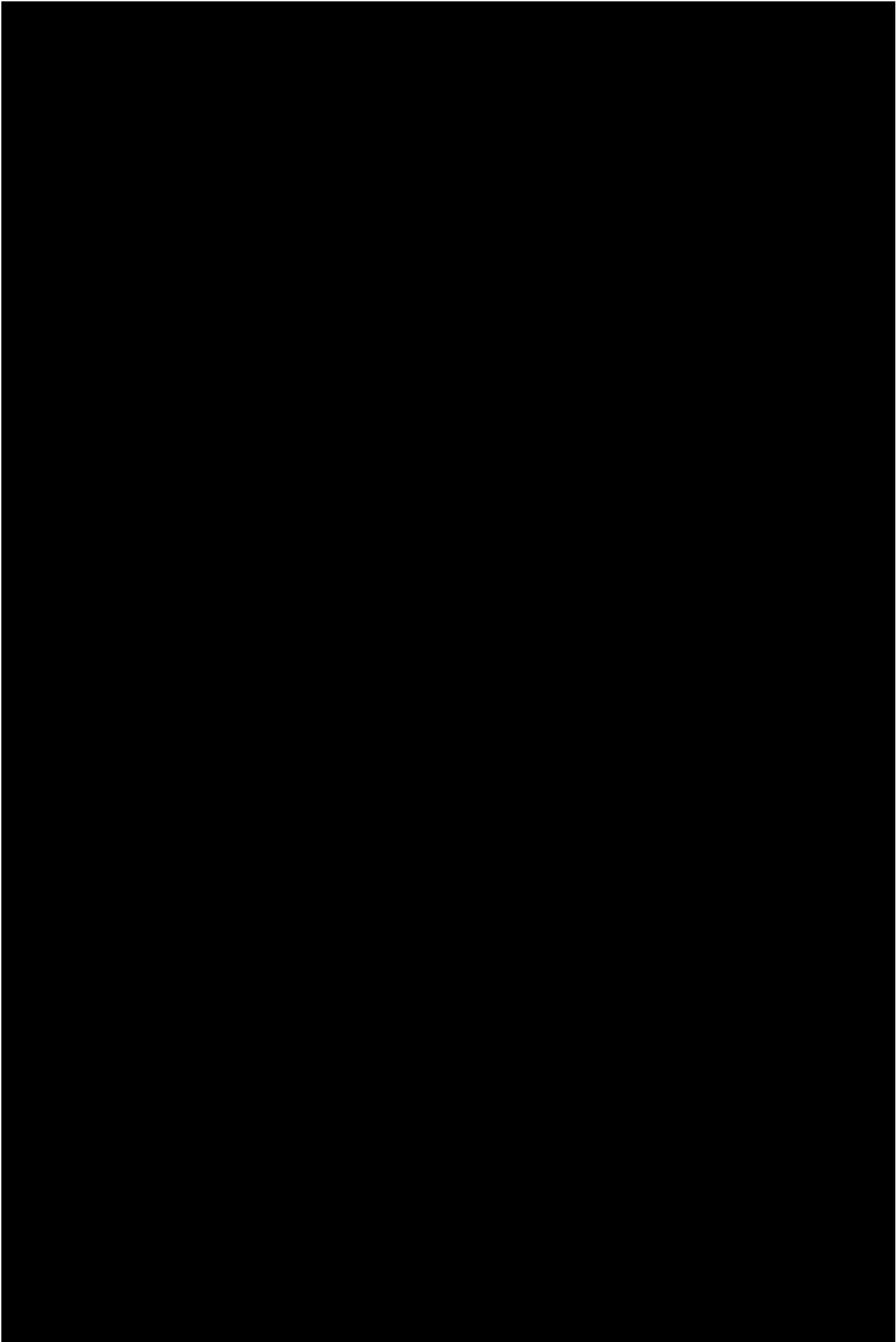


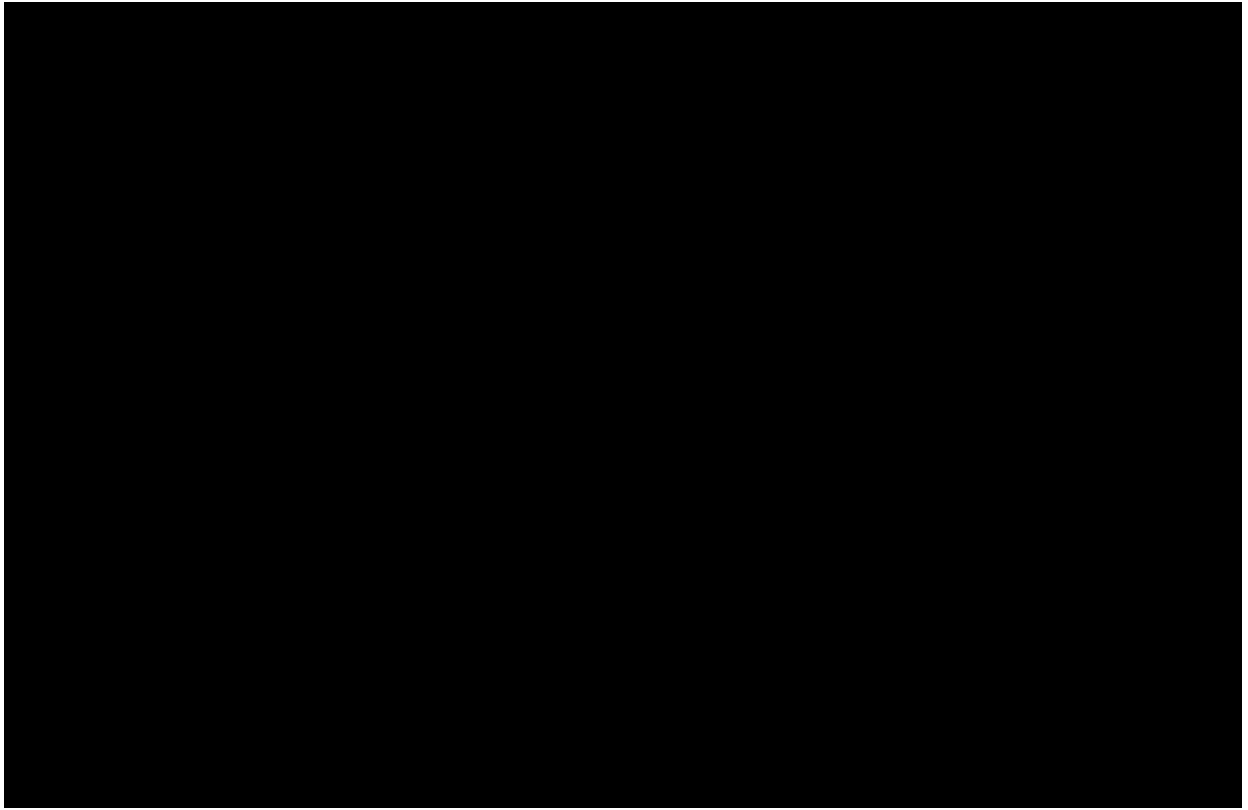












SCHEDULE 31

Form of Unconditional Undertakings

(Clauses 10, 10A, 21.13 and 21.14)

THIS DEED POLL (Undertaking) made the day of 20

IN FAVOUR OF: Transport for NSW of 20-44 Ennis Road, Milsons Point, New South Wales, 2061
(**TfNSW**)

GIVEN BY: [insert] (Financial Institution)

Contractor » CPB Contractors Pty Limited (ABN 98 000 893 667) and John Holland Pty Ltd (ABN 11 004 282 268) (together, the **Contractor**)

Security Amount \$ » **[insert]**

Contract: The Design and Construction contract between TfNSW and the Contractor

Contract Title: Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed

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

Undertaking

1. At the request of the Contractor, and in consideration of TfNSW 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 TfNSW to the maximum aggregate sum of the Security Amount.
2. The Financial Institution unconditionally agrees that, upon receipt from TfNSW of a notice in writing (accompanied by this Undertaking) purportedly signed by TfNSW (or someone authorised by TfNSW) that it requires all or some of the Security Amount, the Financial Institution will pay TfNSW at once, without reference to the Contractor and despite any notice from the Contractor not to pay.
3. TfNSW must not assign this Undertaking without the prior written agreement of the Financial Institution, which will not be unreasonably withheld.
4. This Undertaking continues until one of the following occurs:
 - (a) TfNSW notifies the Financial Institution in writing that the Security Amount is no longer required;
 - (b) this Undertaking is returned to the Financial Institution; or
 - (c) the Financial Institution pays TfNSW an amount which, in aggregate with all other amounts previously paid by the Financial Institution under this Undertaking or such lesser sum as may be required and specified by TfNSW, equals the Security Amount, or as much as TfNSW may require overall.
5. At any time, without being required to, the Financial Institution may pay TfNSW the Security Amount less any amounts previously paid under this Undertaking or such lesser sum as may be required and specified by TfNSW, and the liability of the Financial Institution will then immediately end.

6. Payments made under this Undertaking will be made electronically to a bank account of TfNSW only. The Security Amount will be automatically reduced by the amount paid.
7. This Undertaking is governed by the laws of the State of New South Wales.

SIGNED as a deed poll.

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

Signature of Attorney

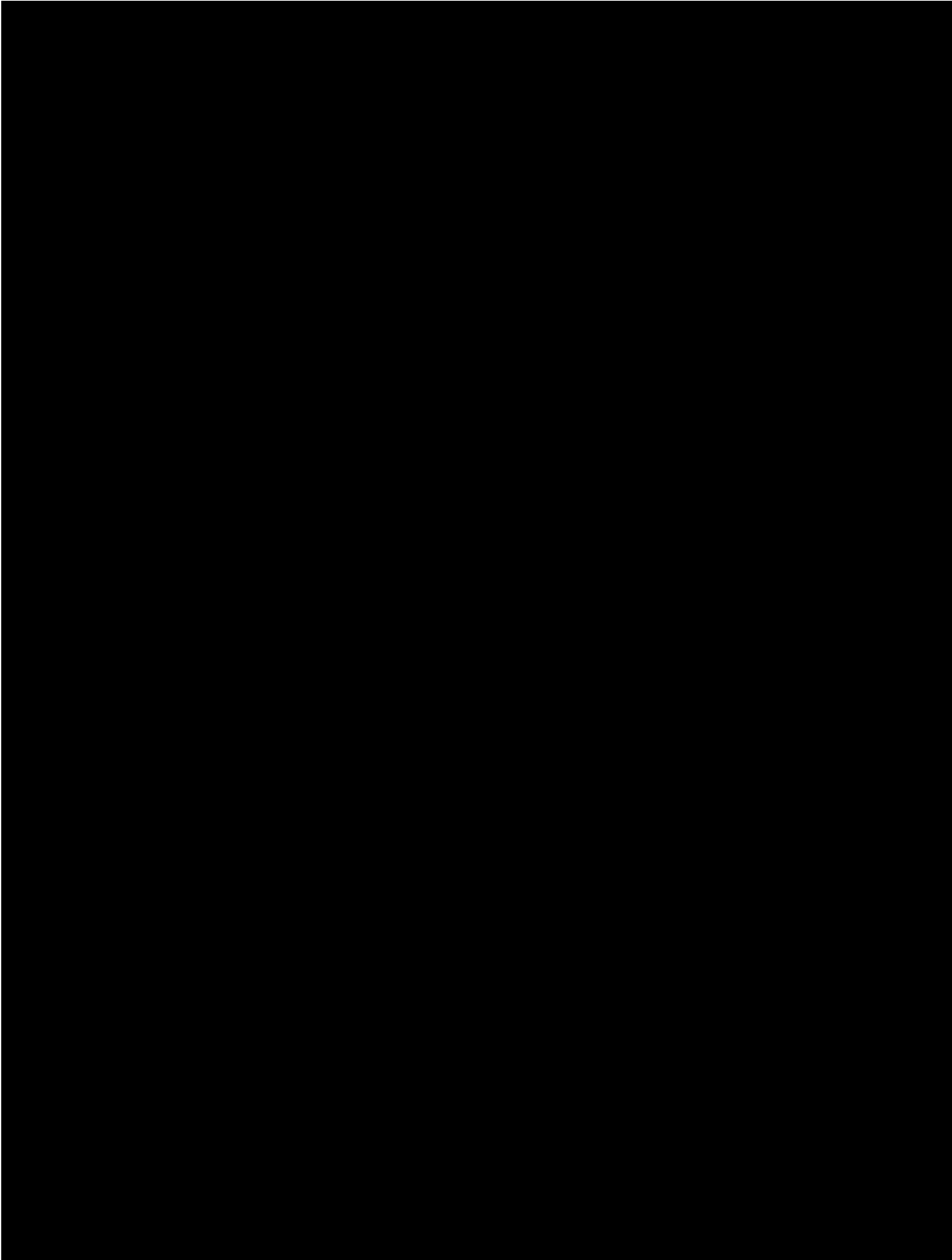
Signature of witness

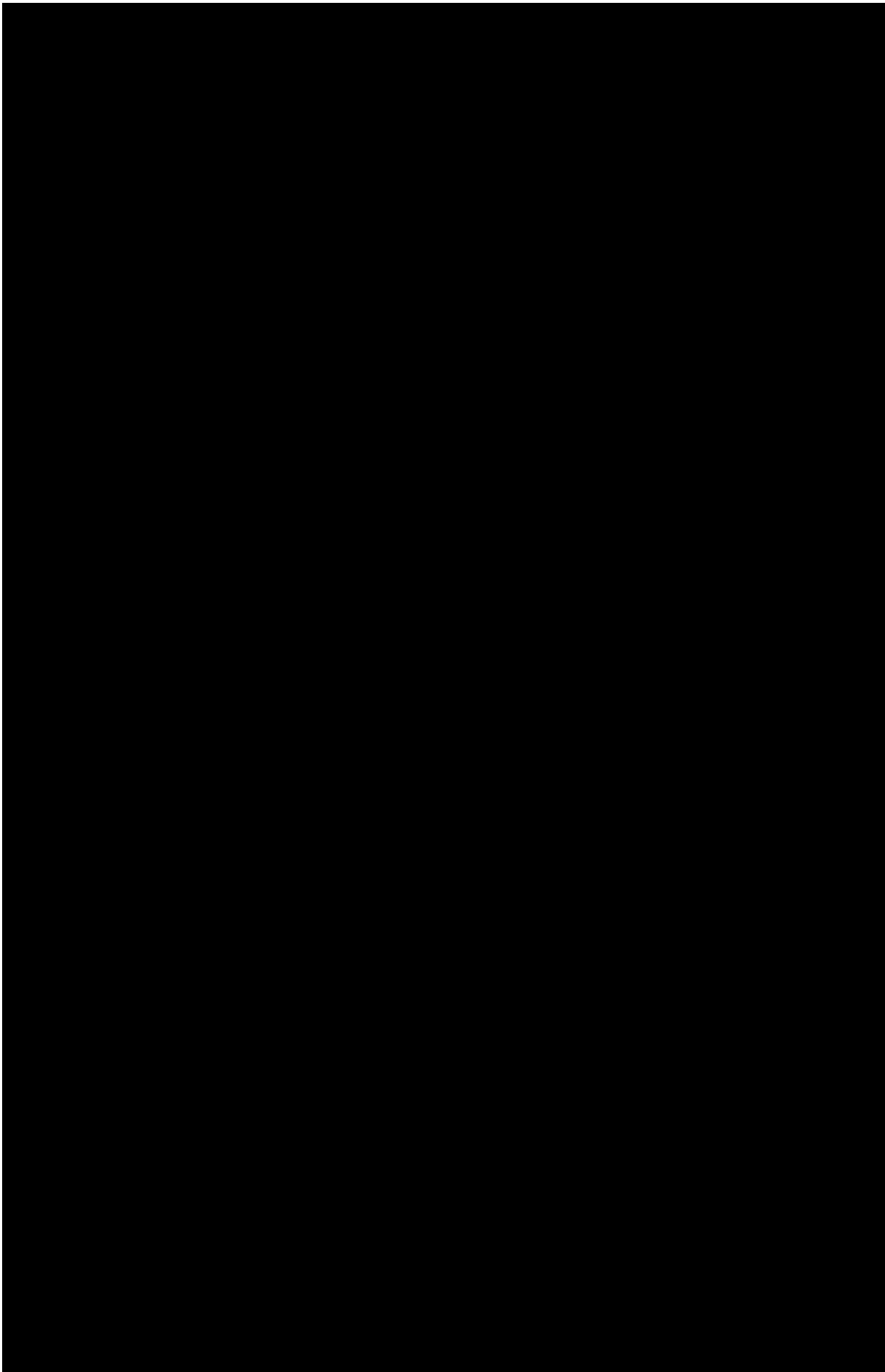
Name of Attorney in full

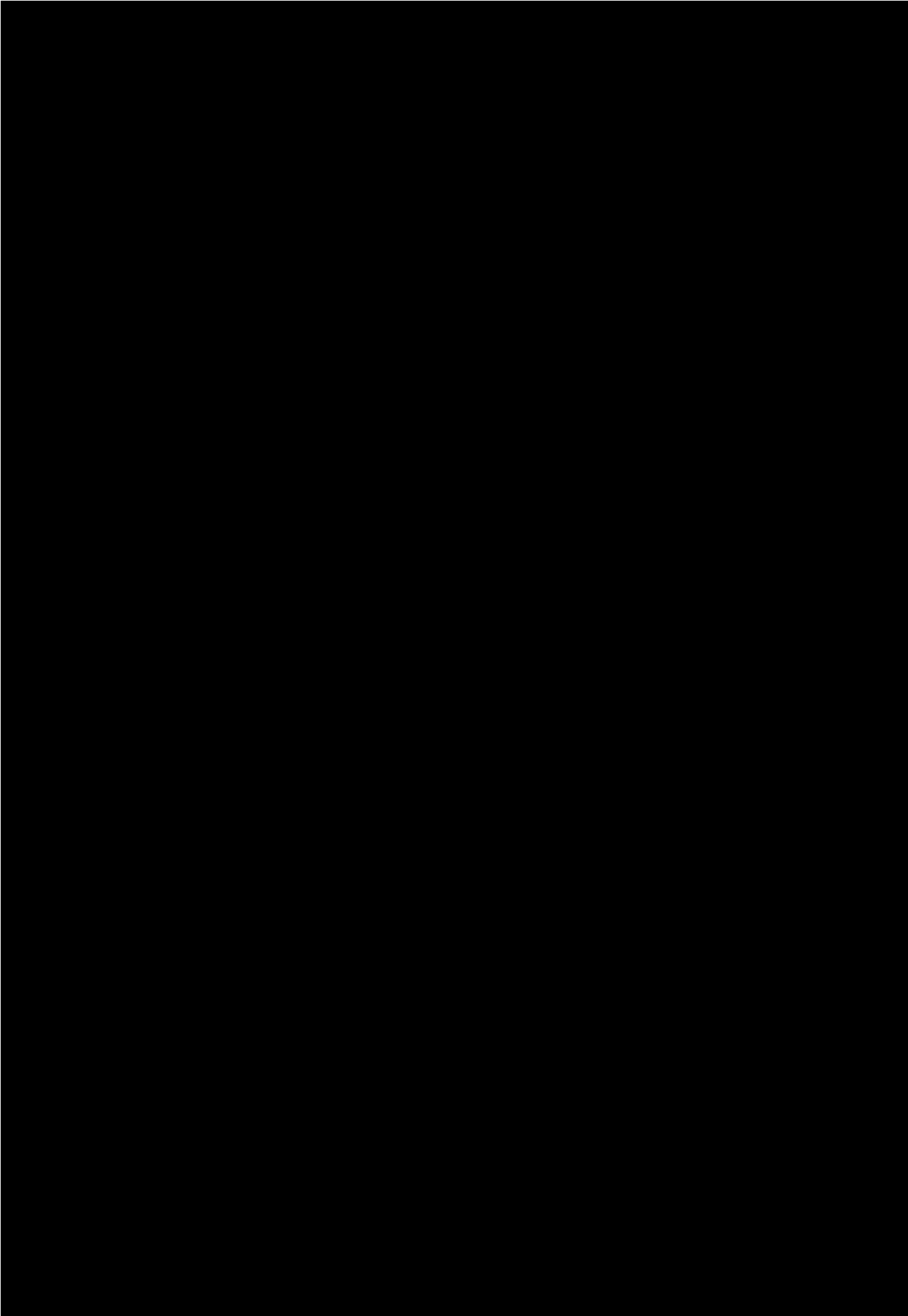
Name of Witness in full

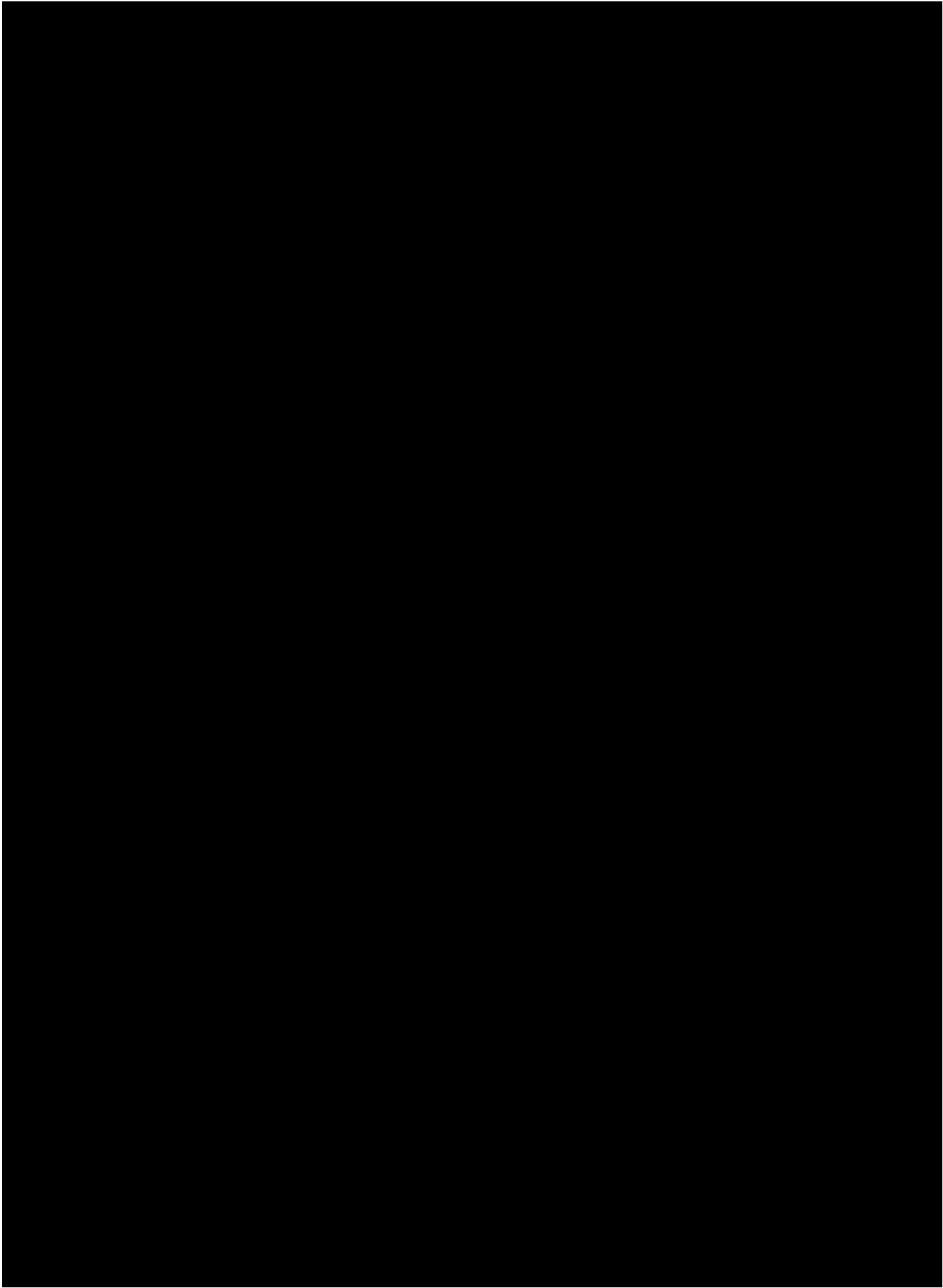
SCHEDULE 31A

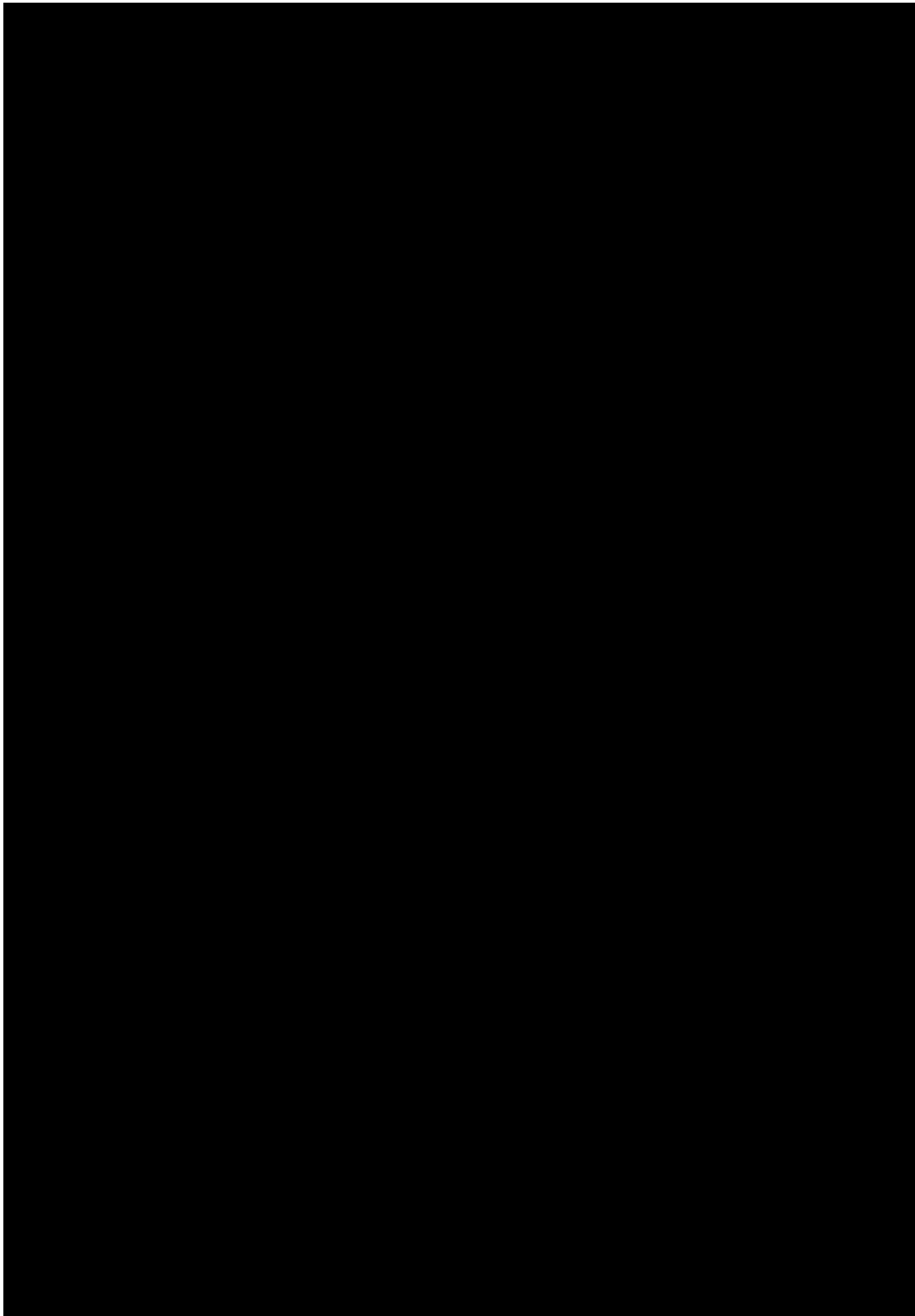
D&C Payment Schedule

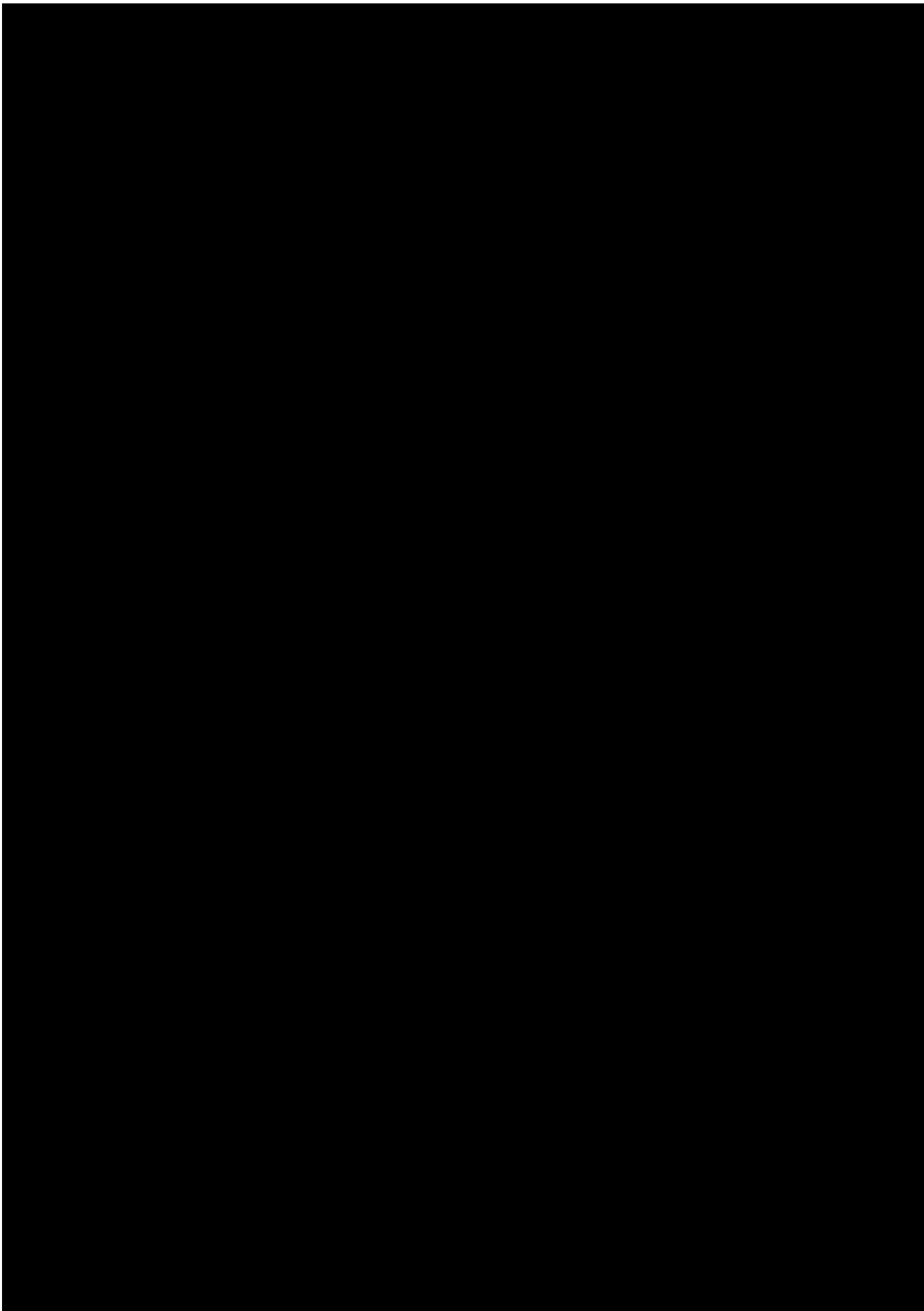


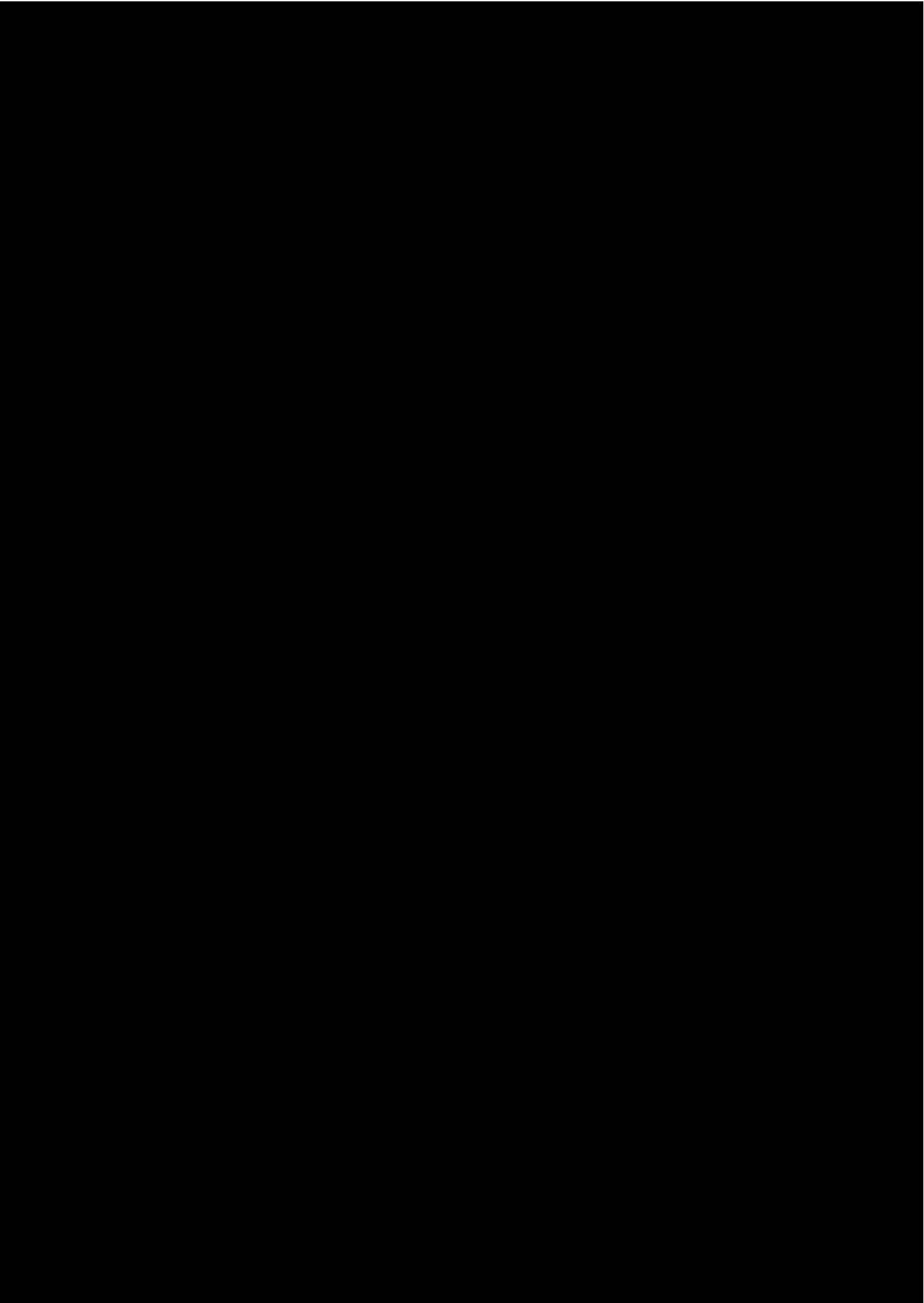


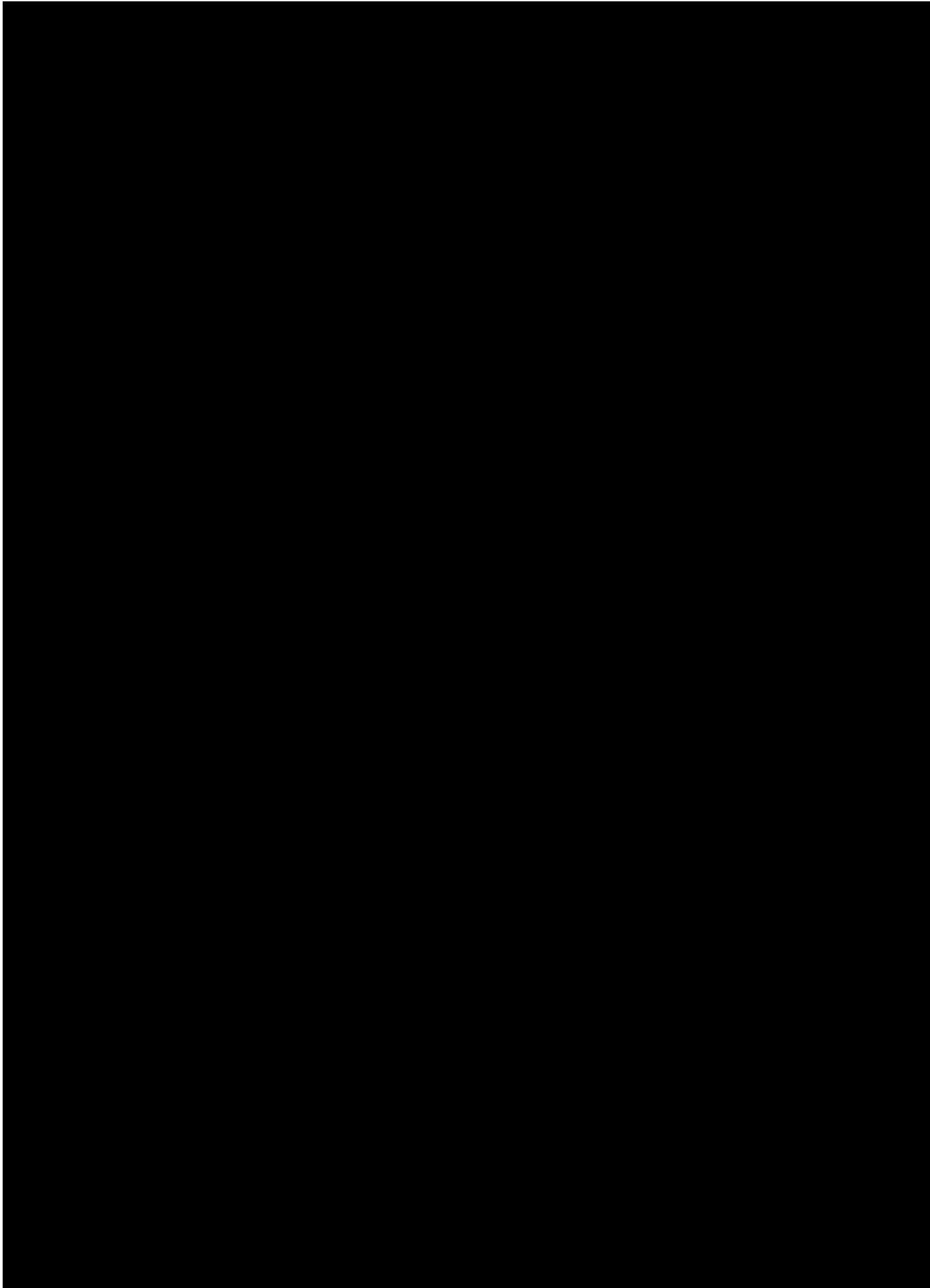


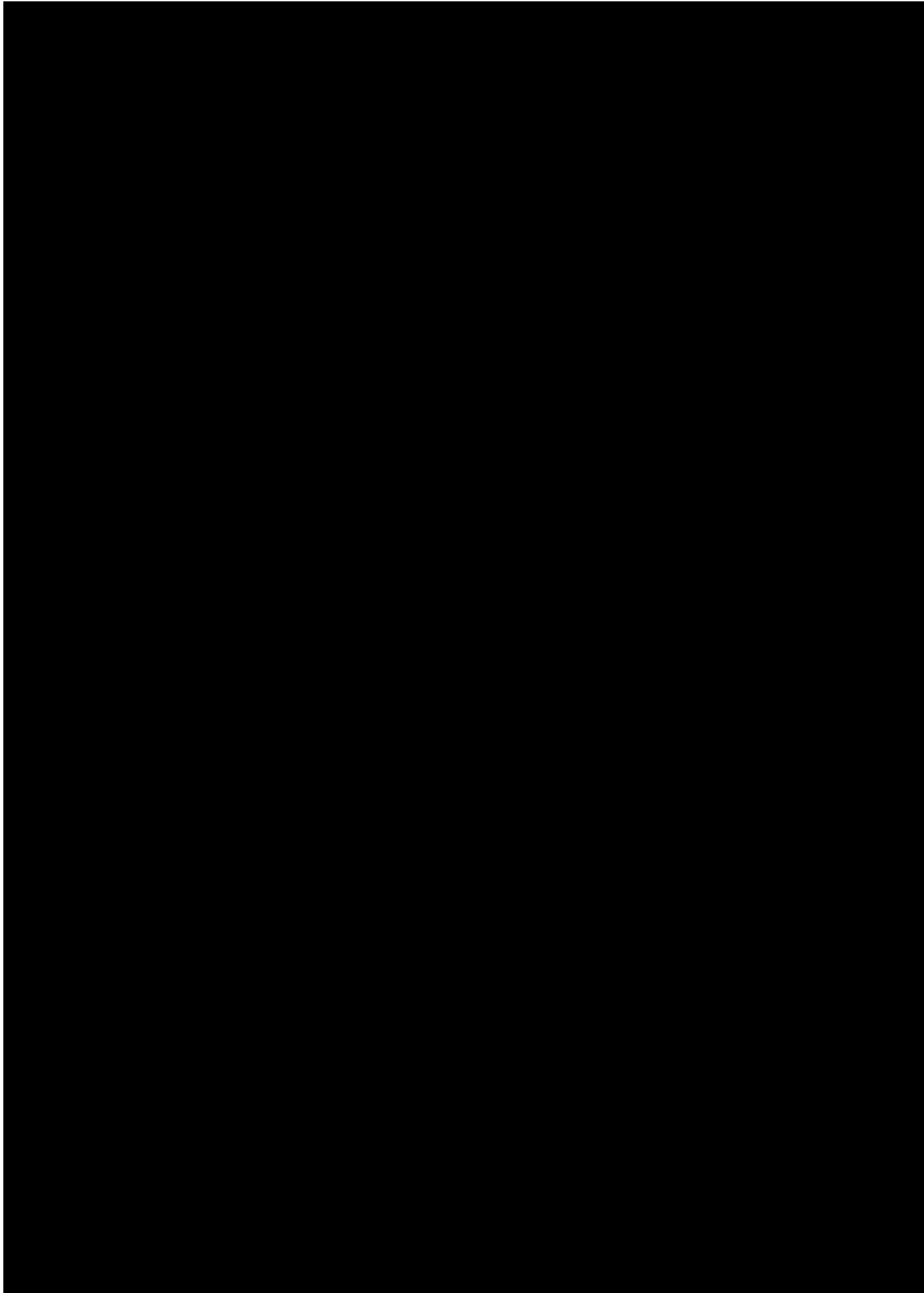


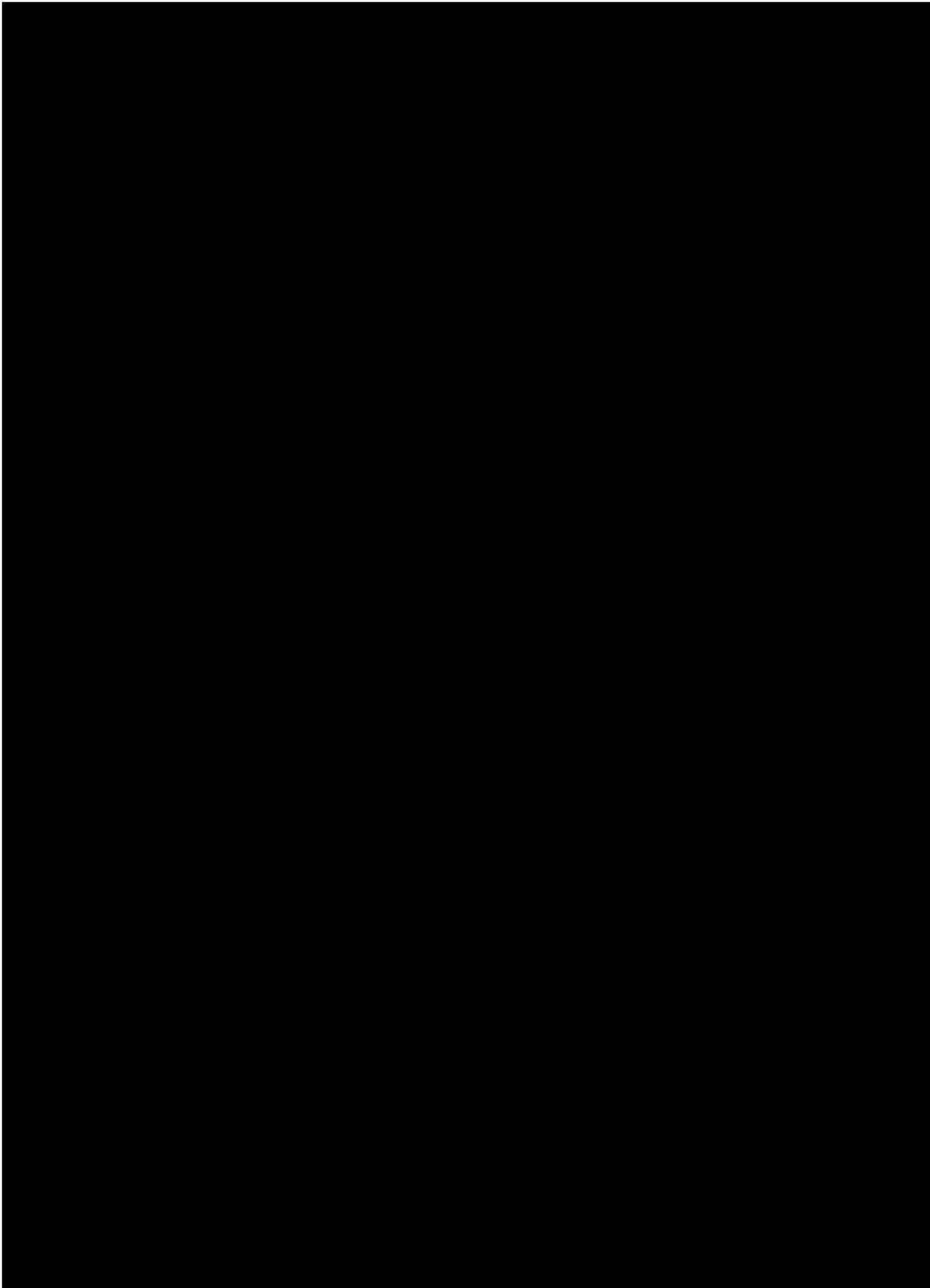


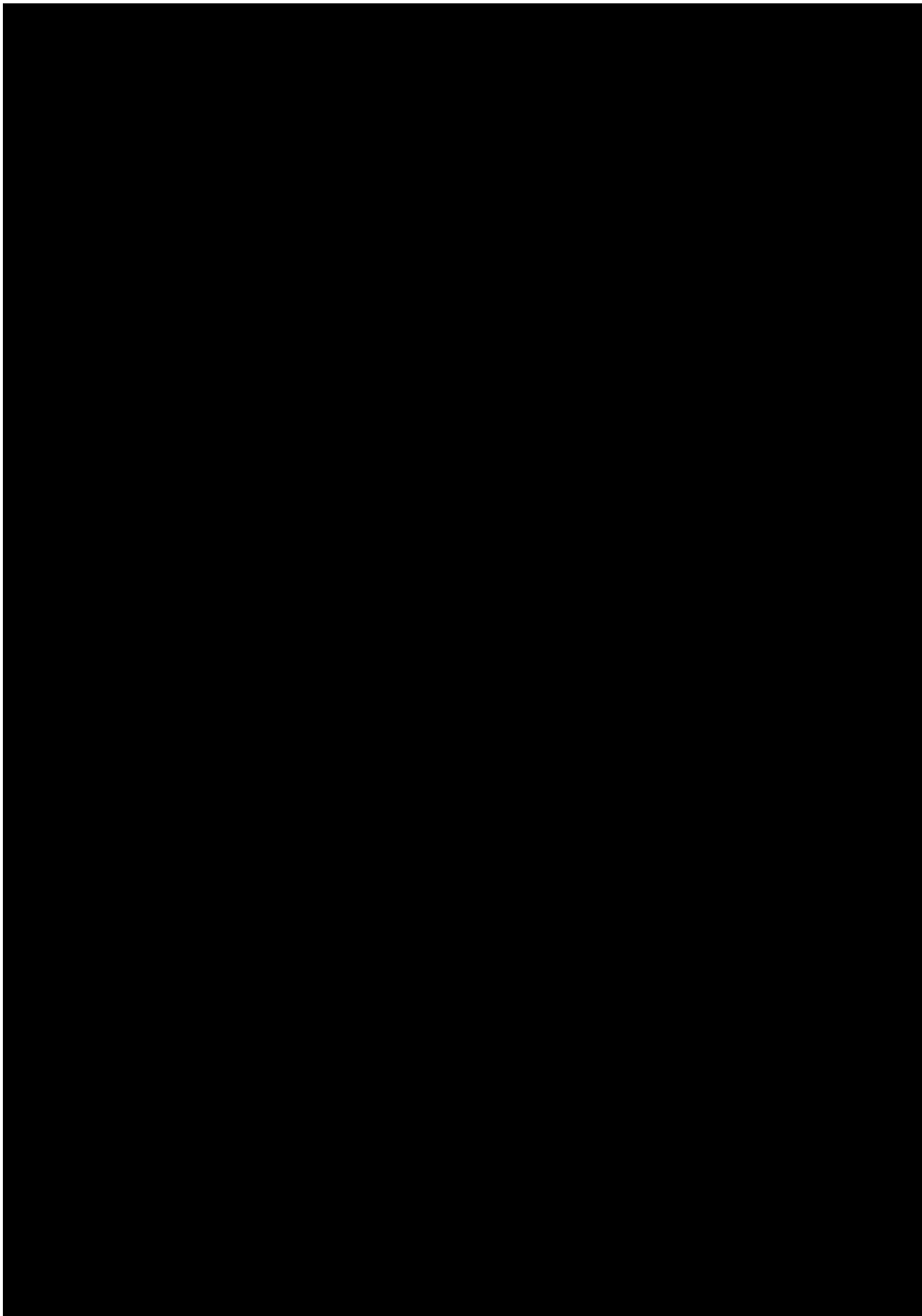


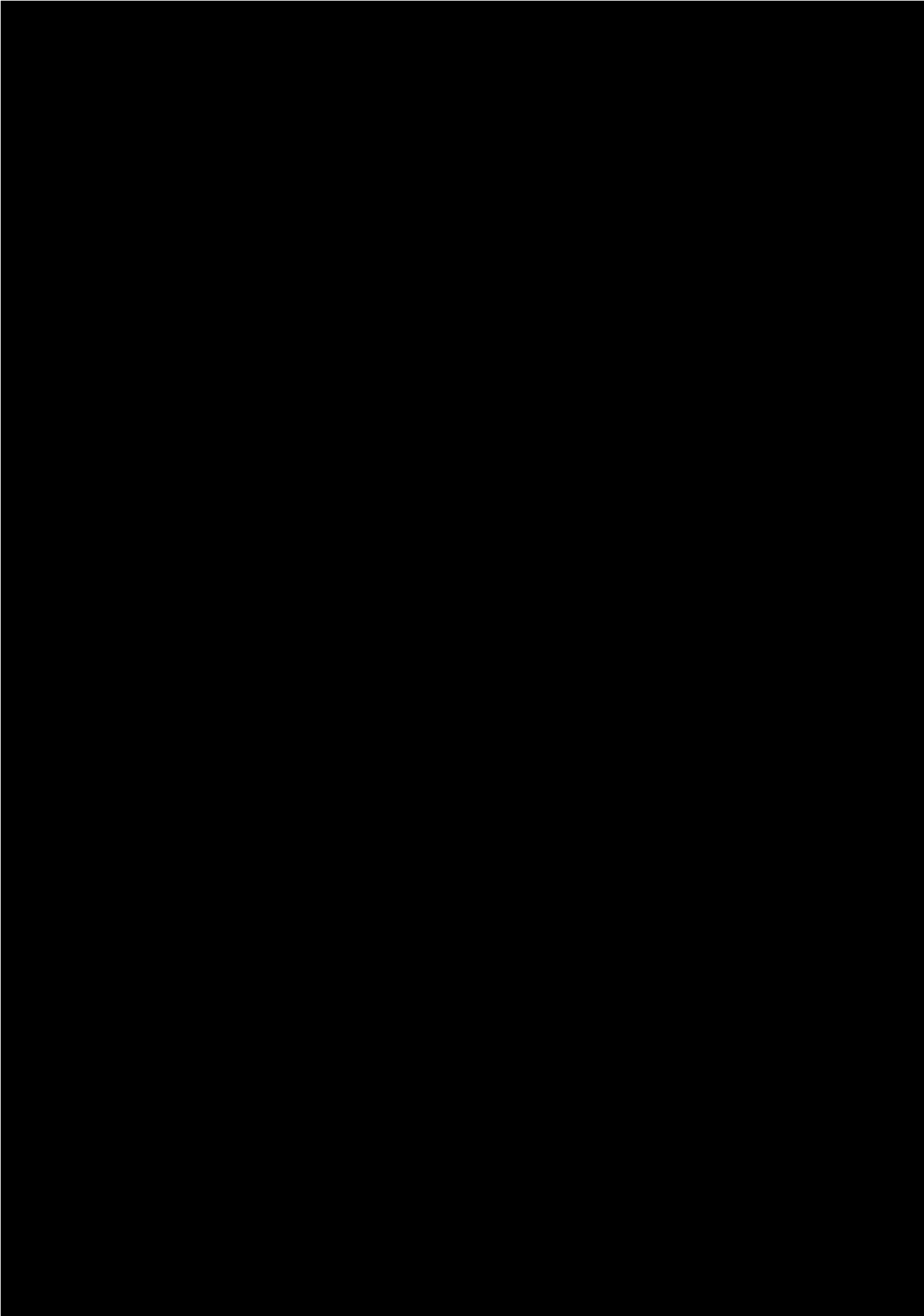


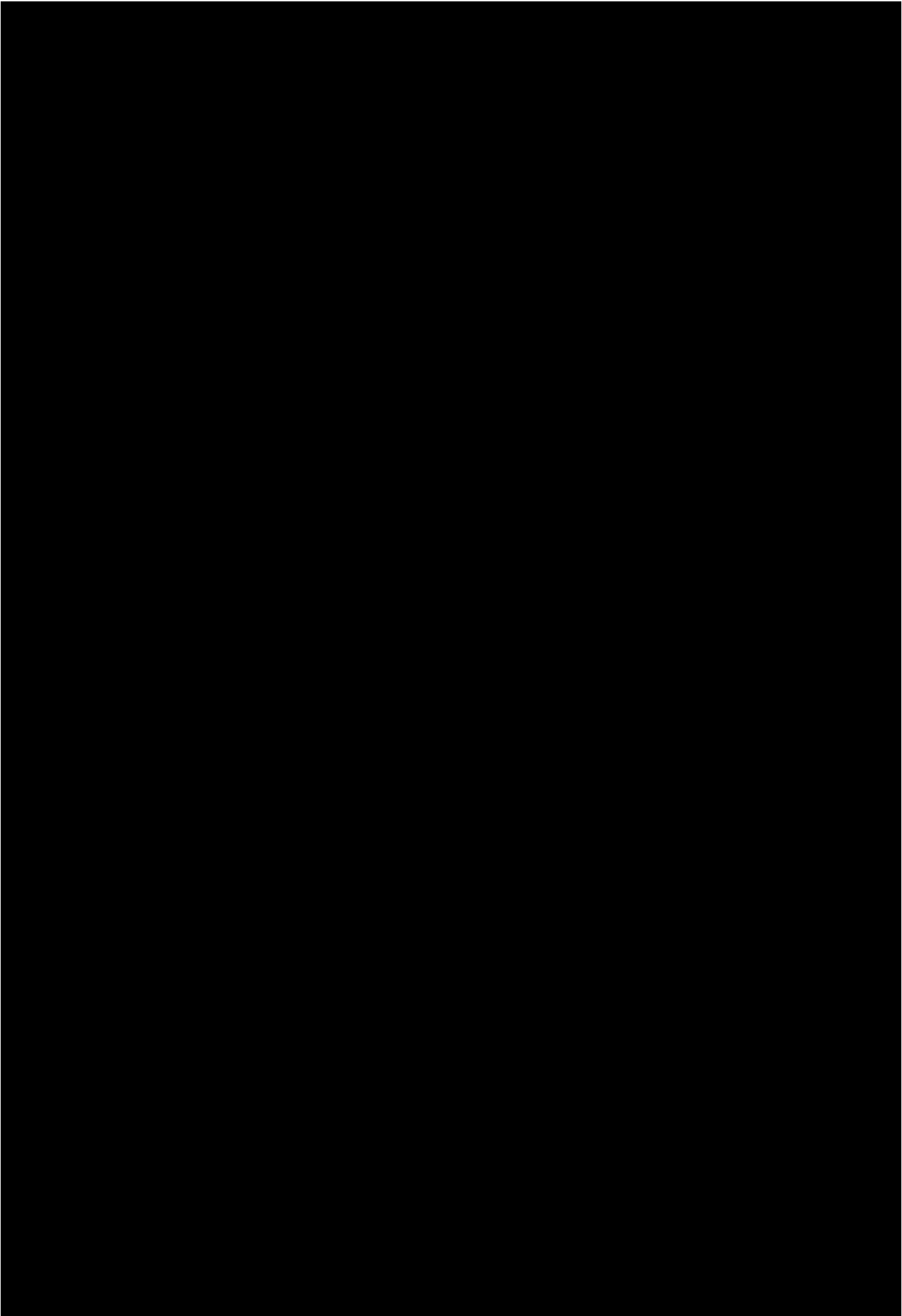


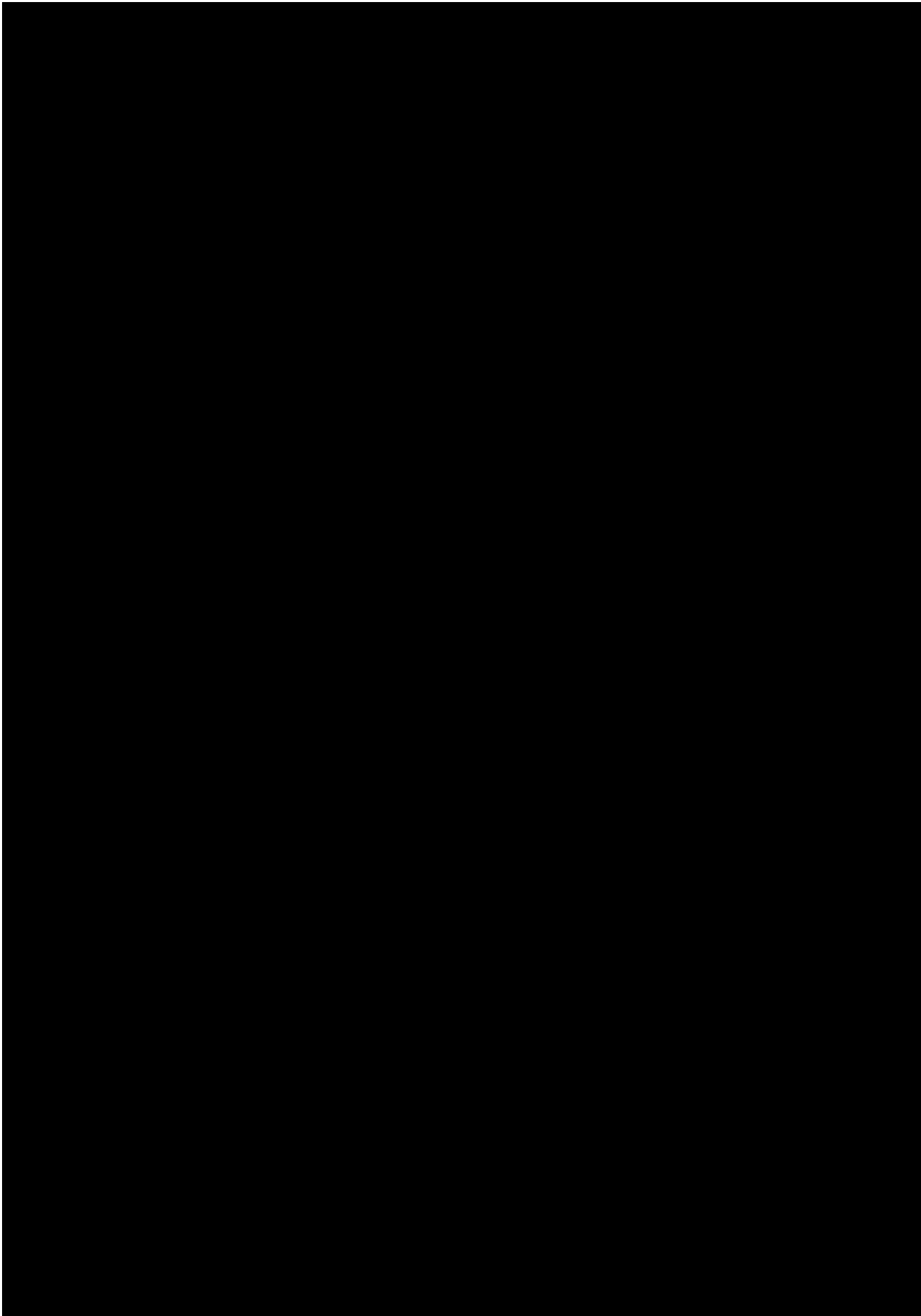


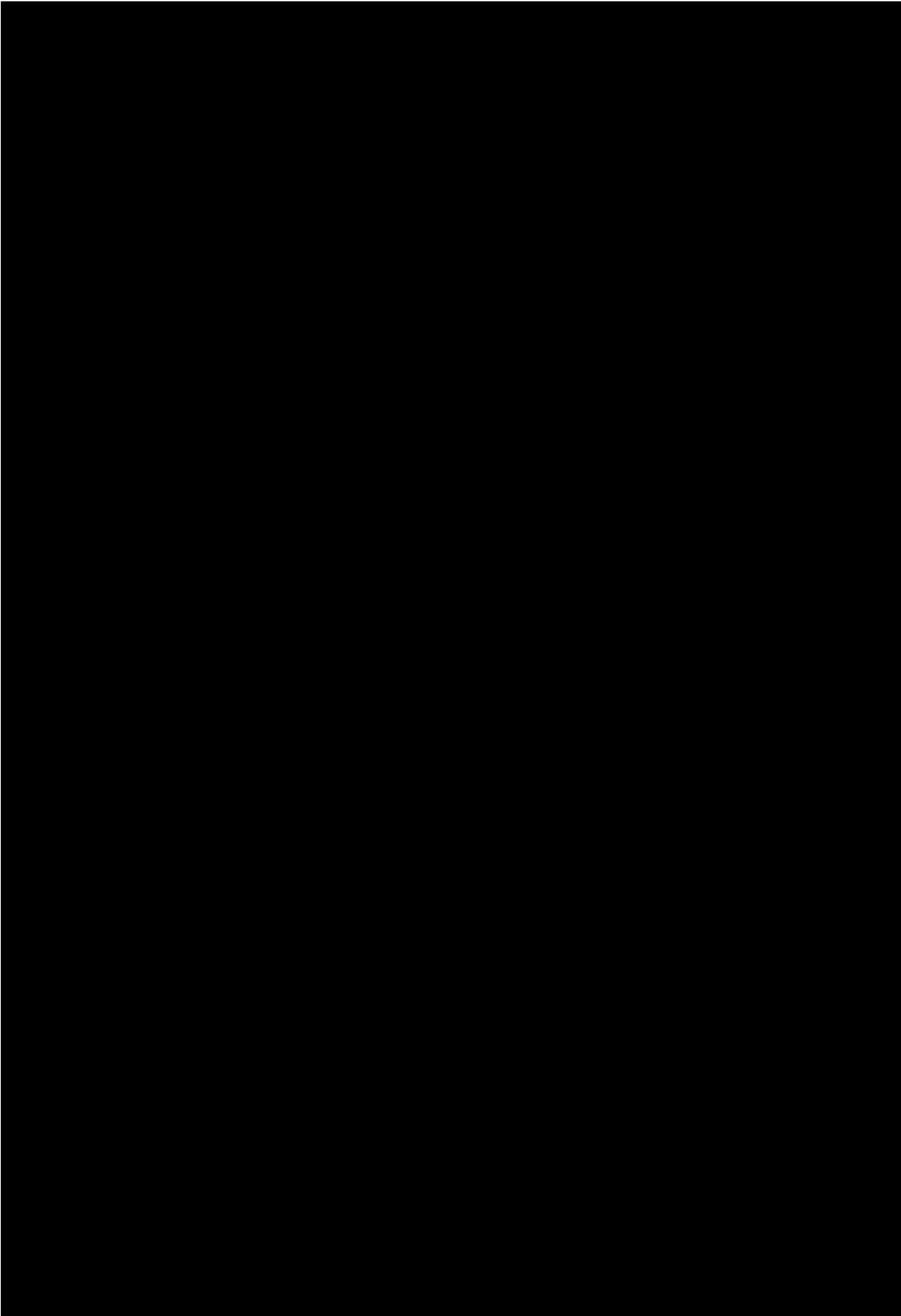


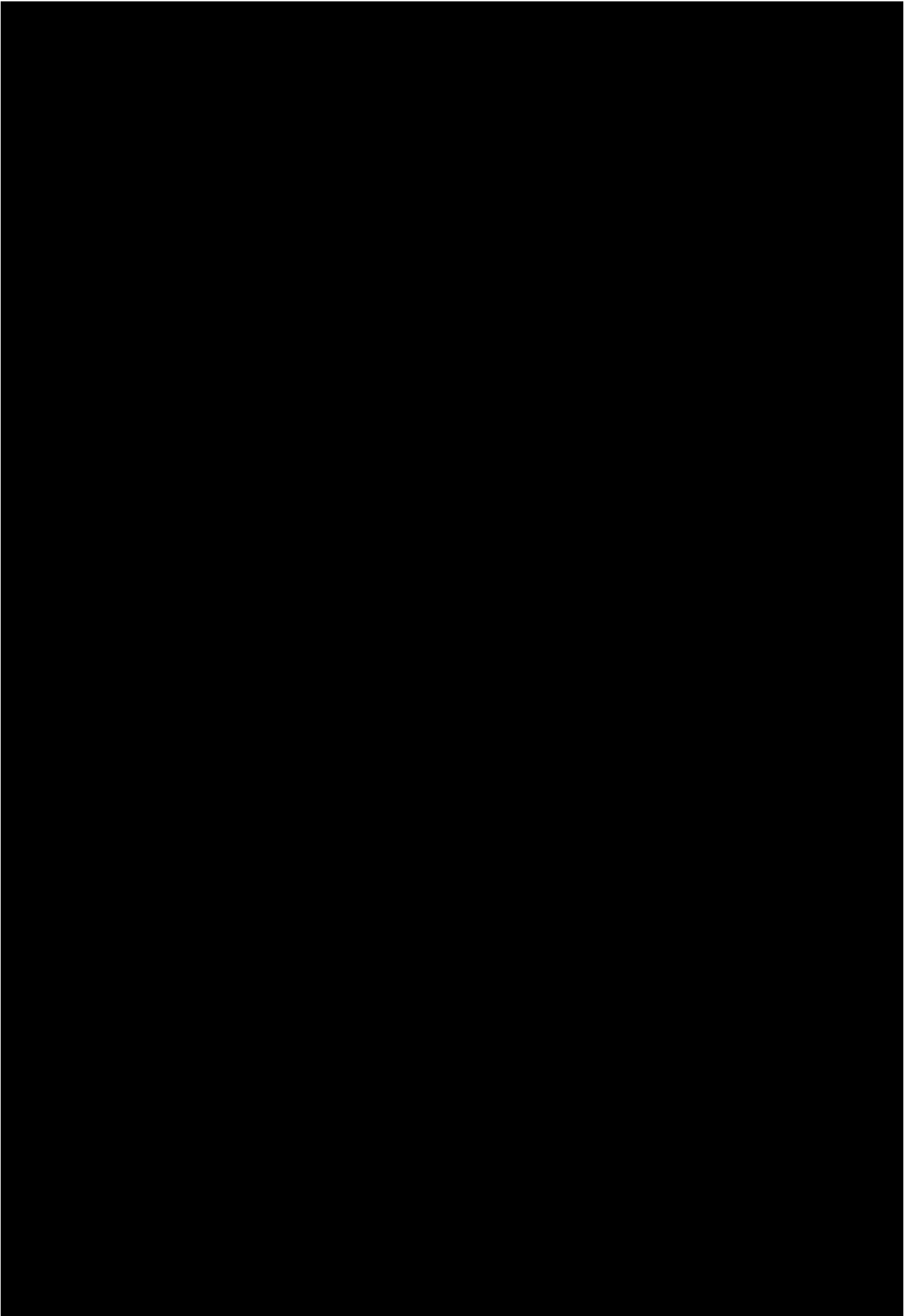


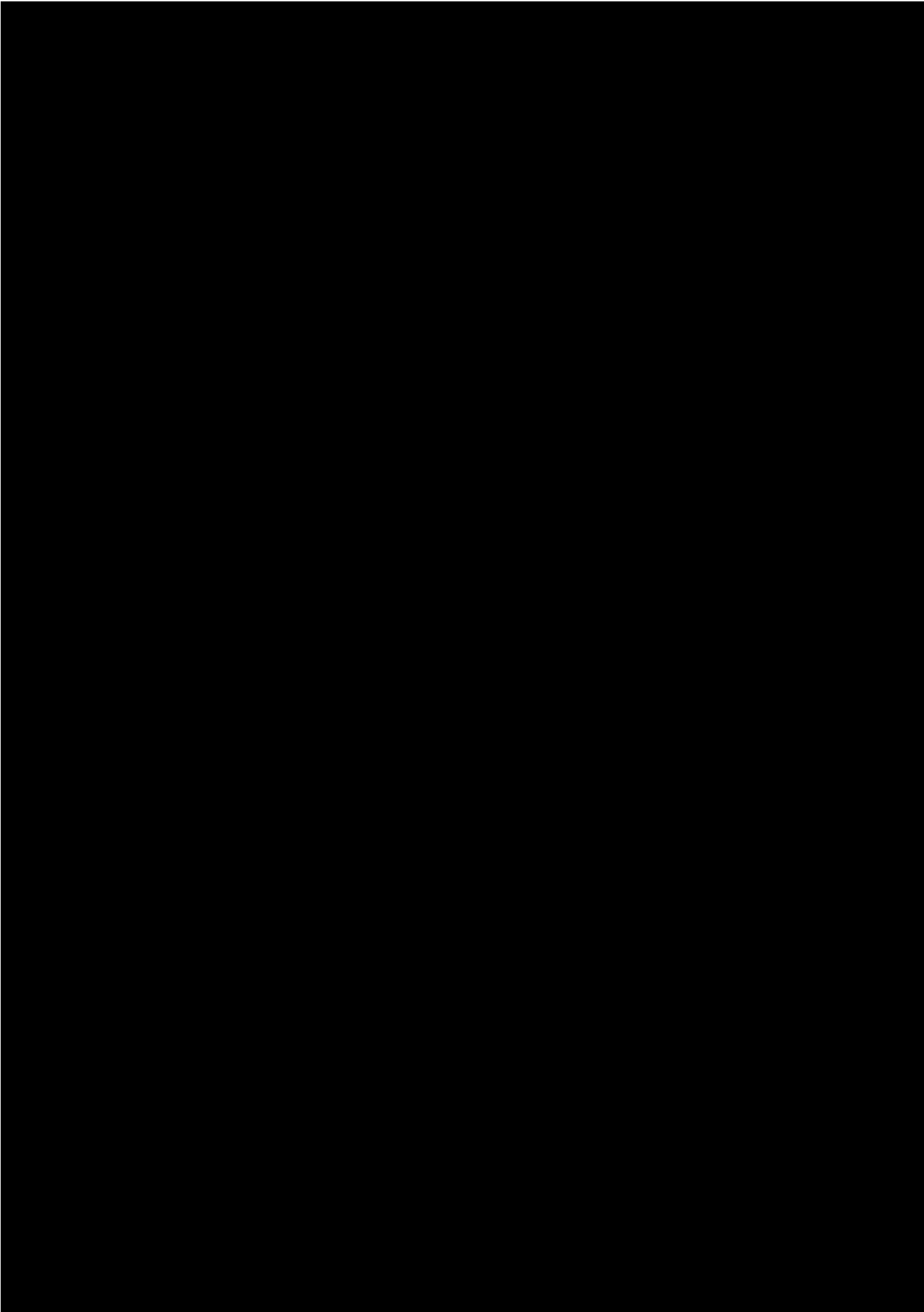


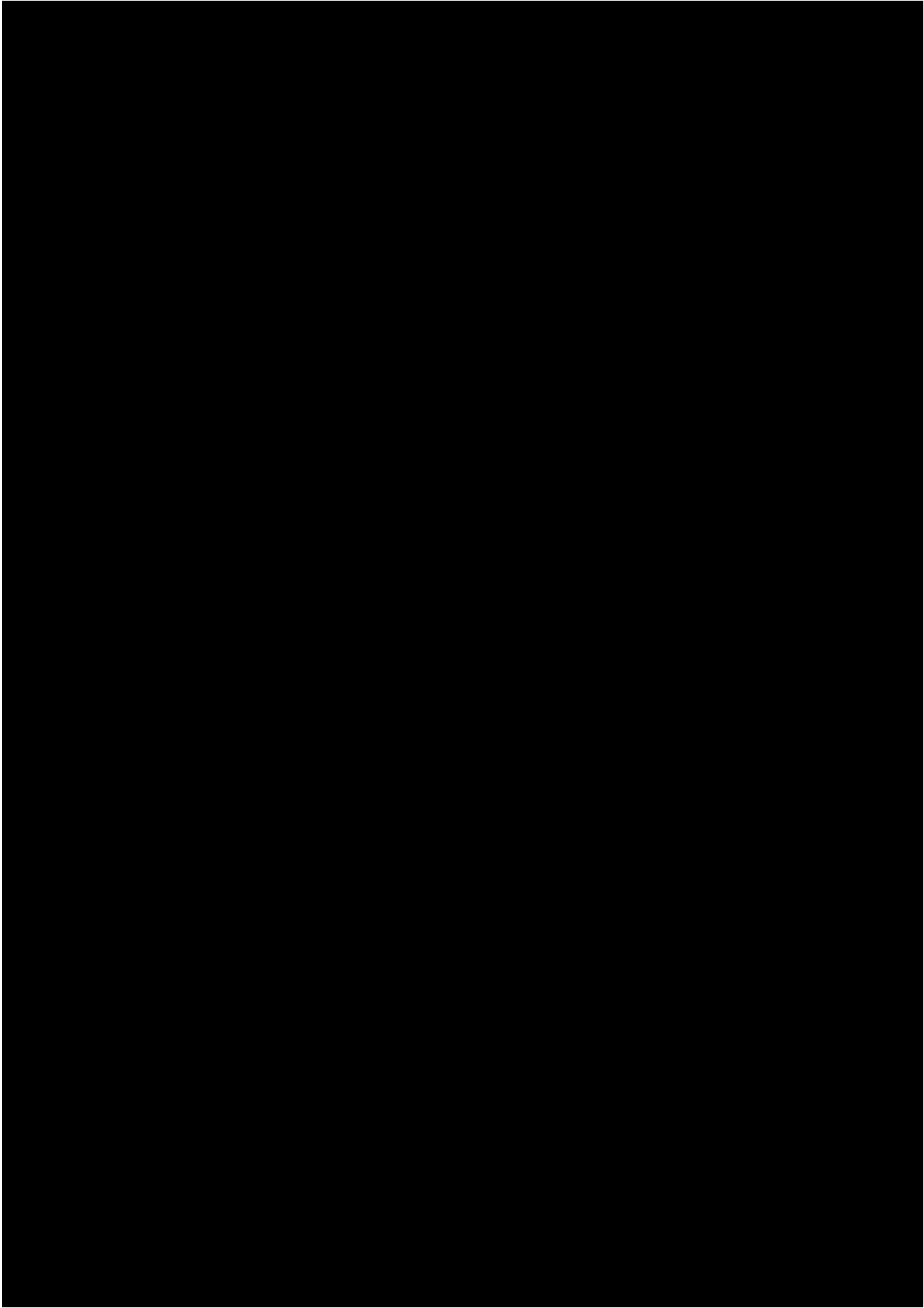


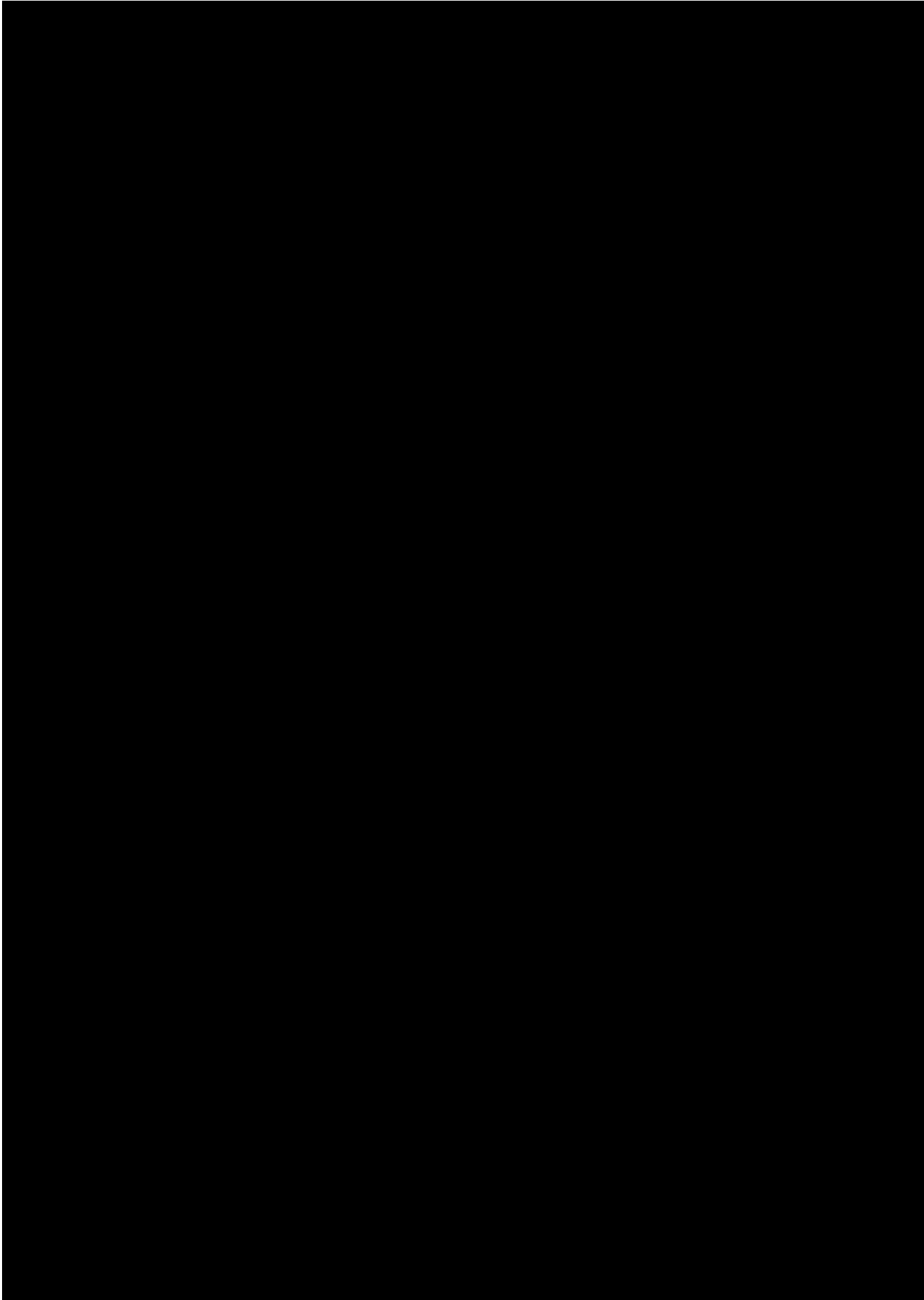


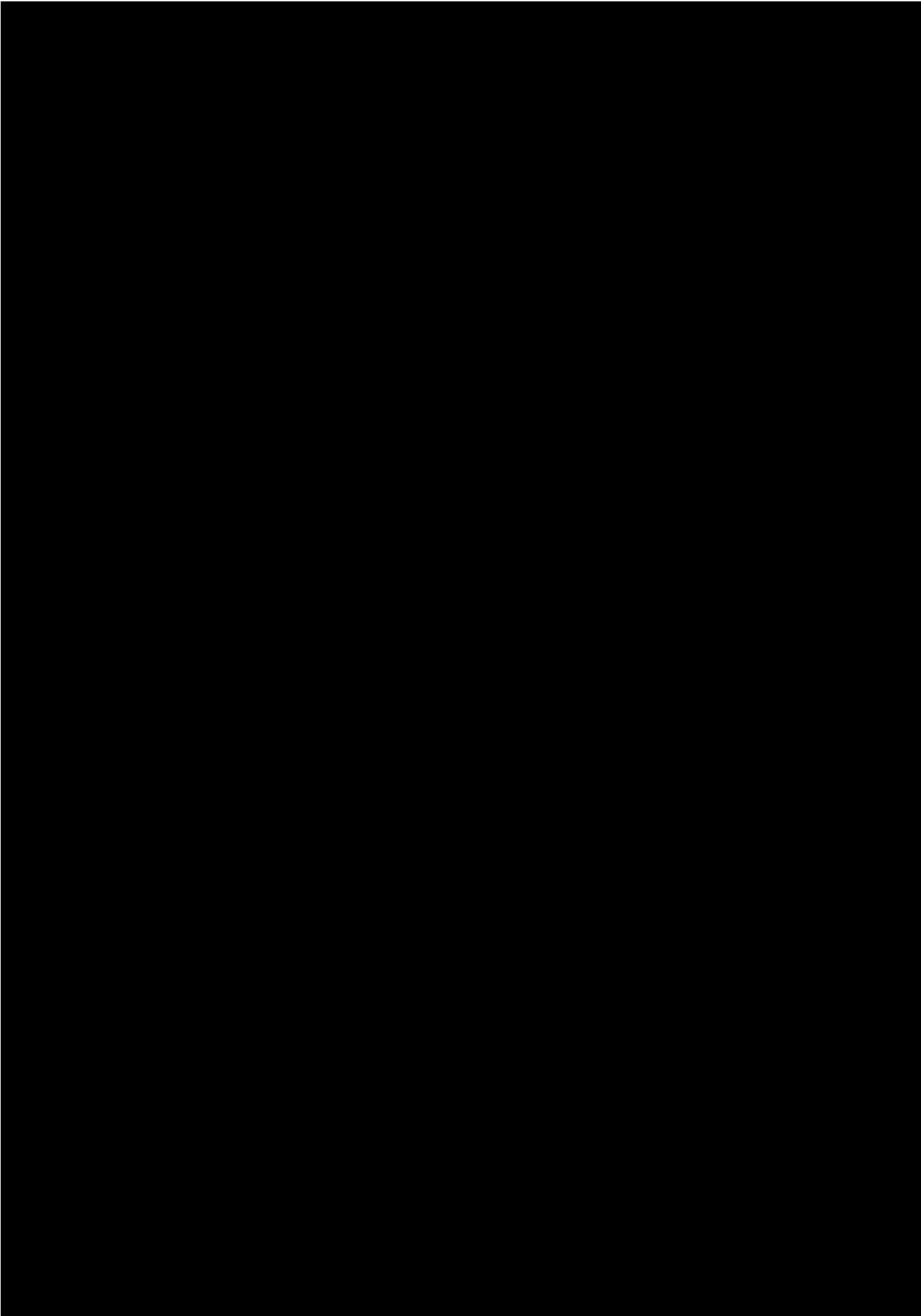


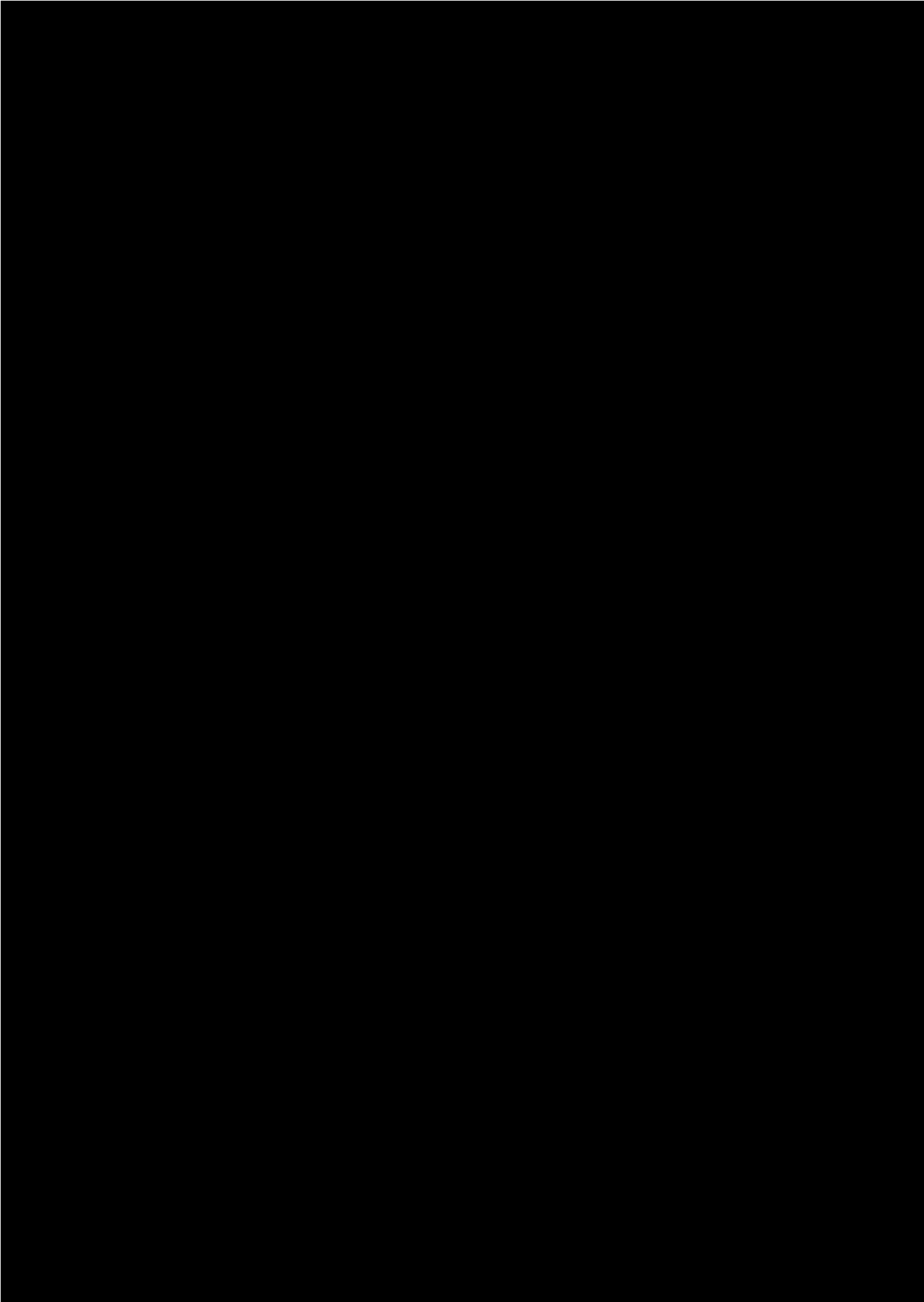


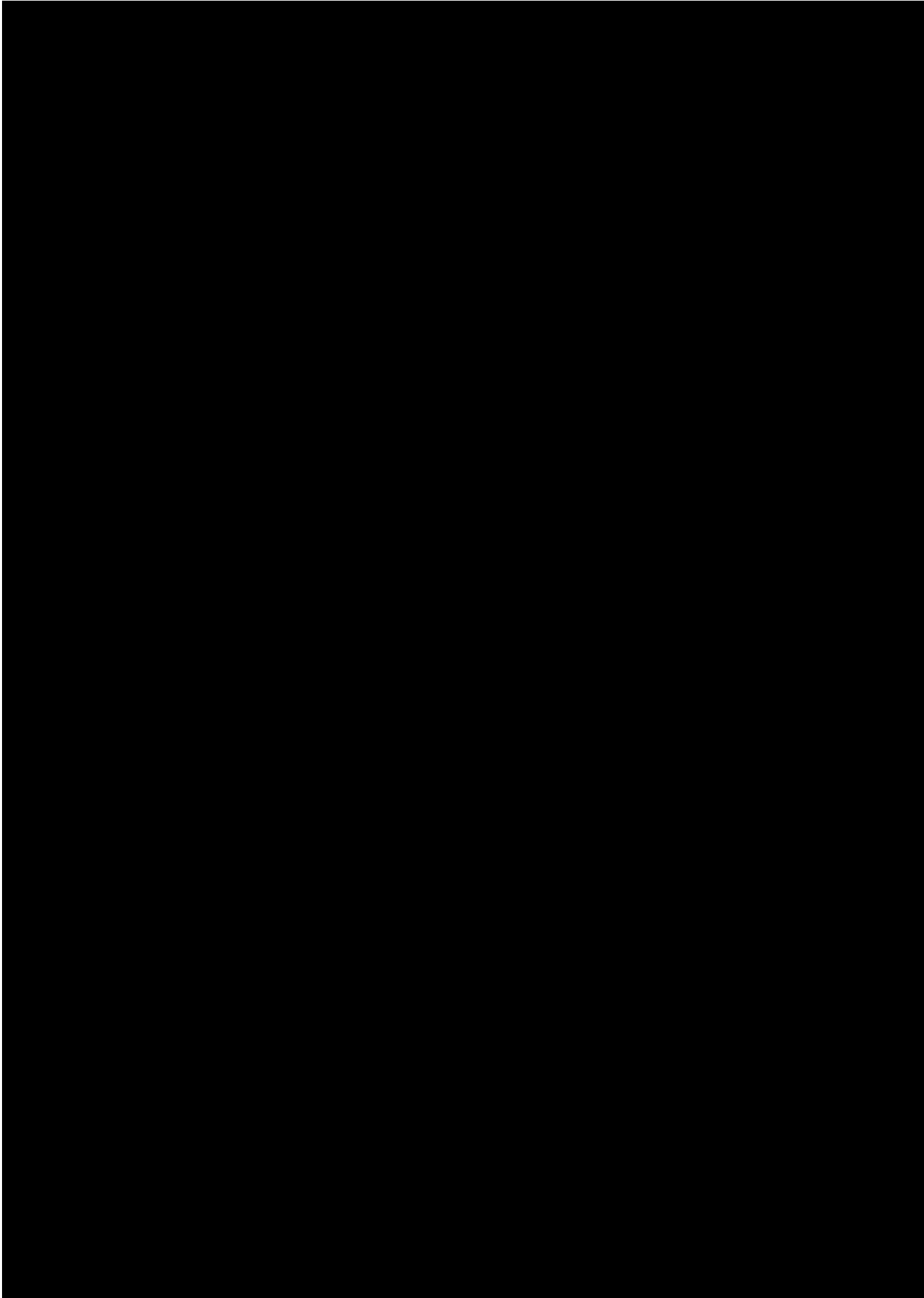


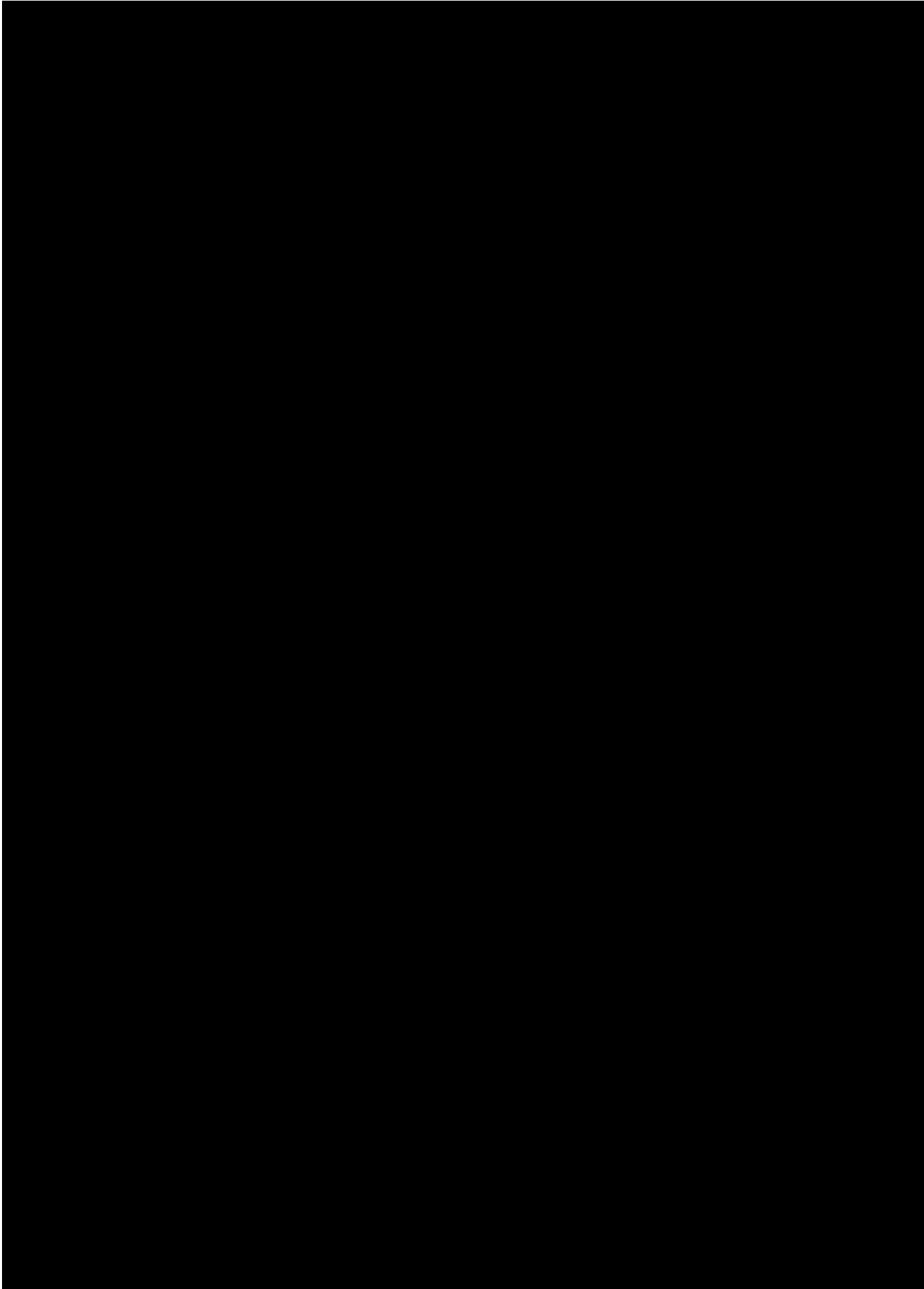


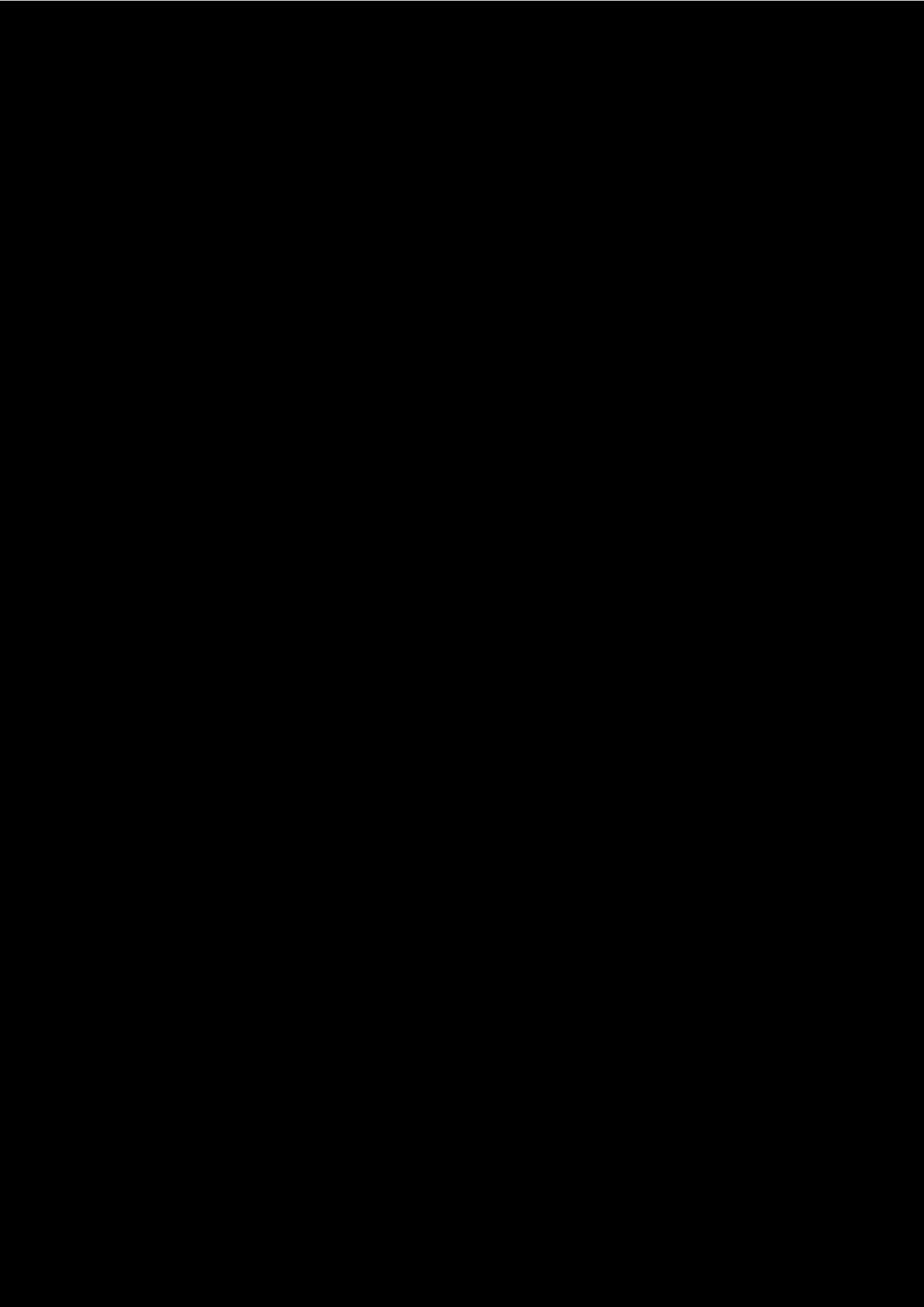


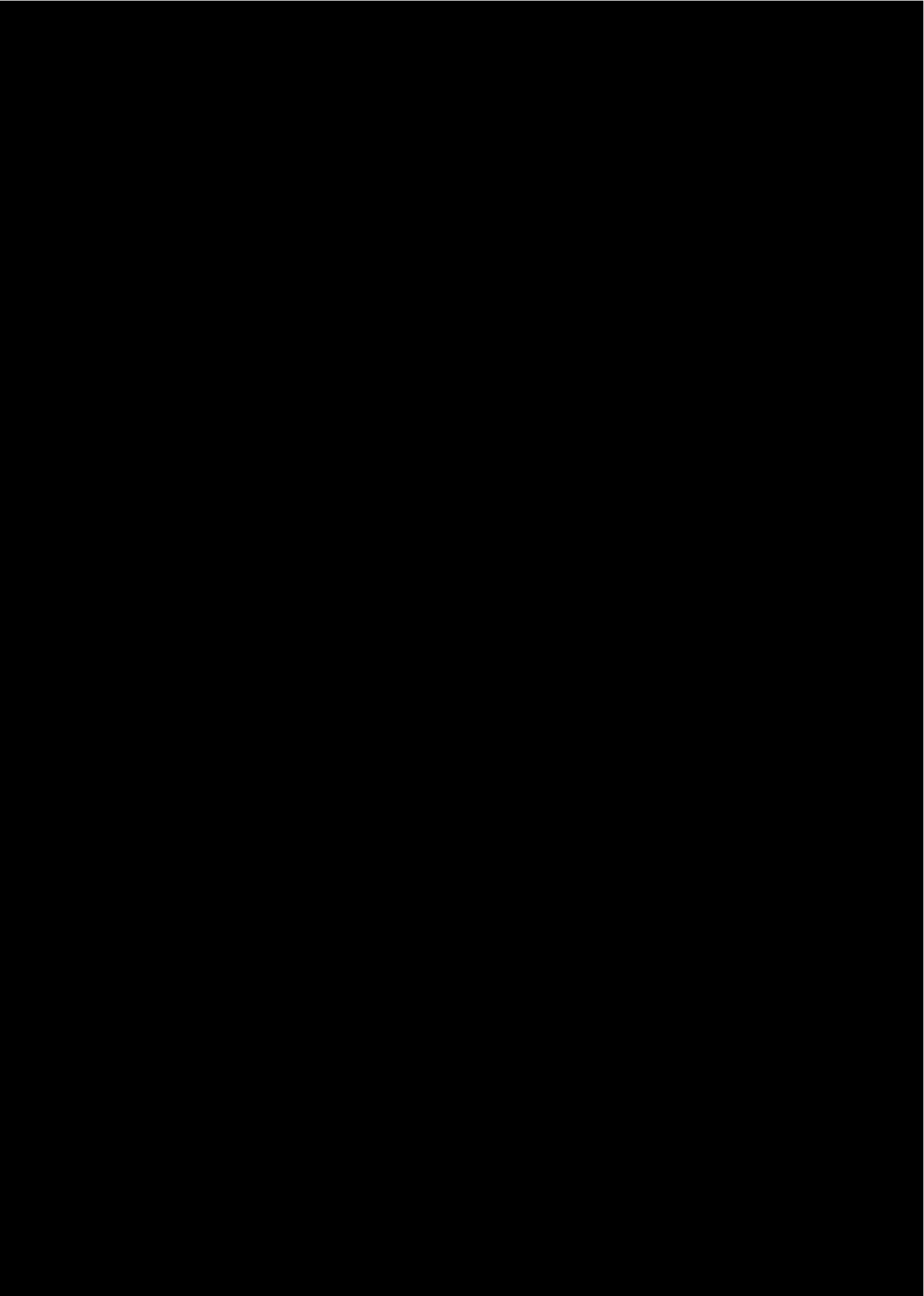


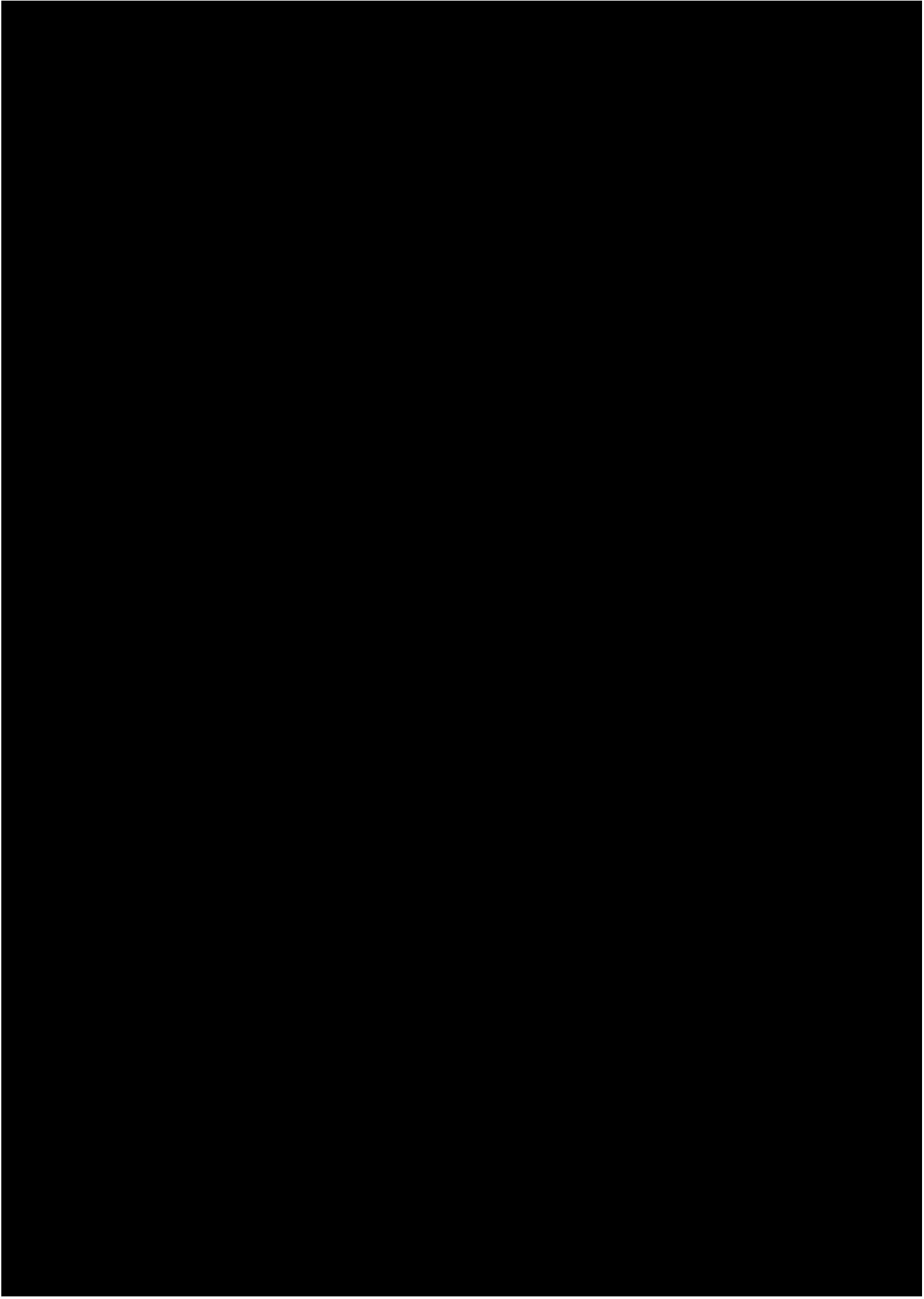


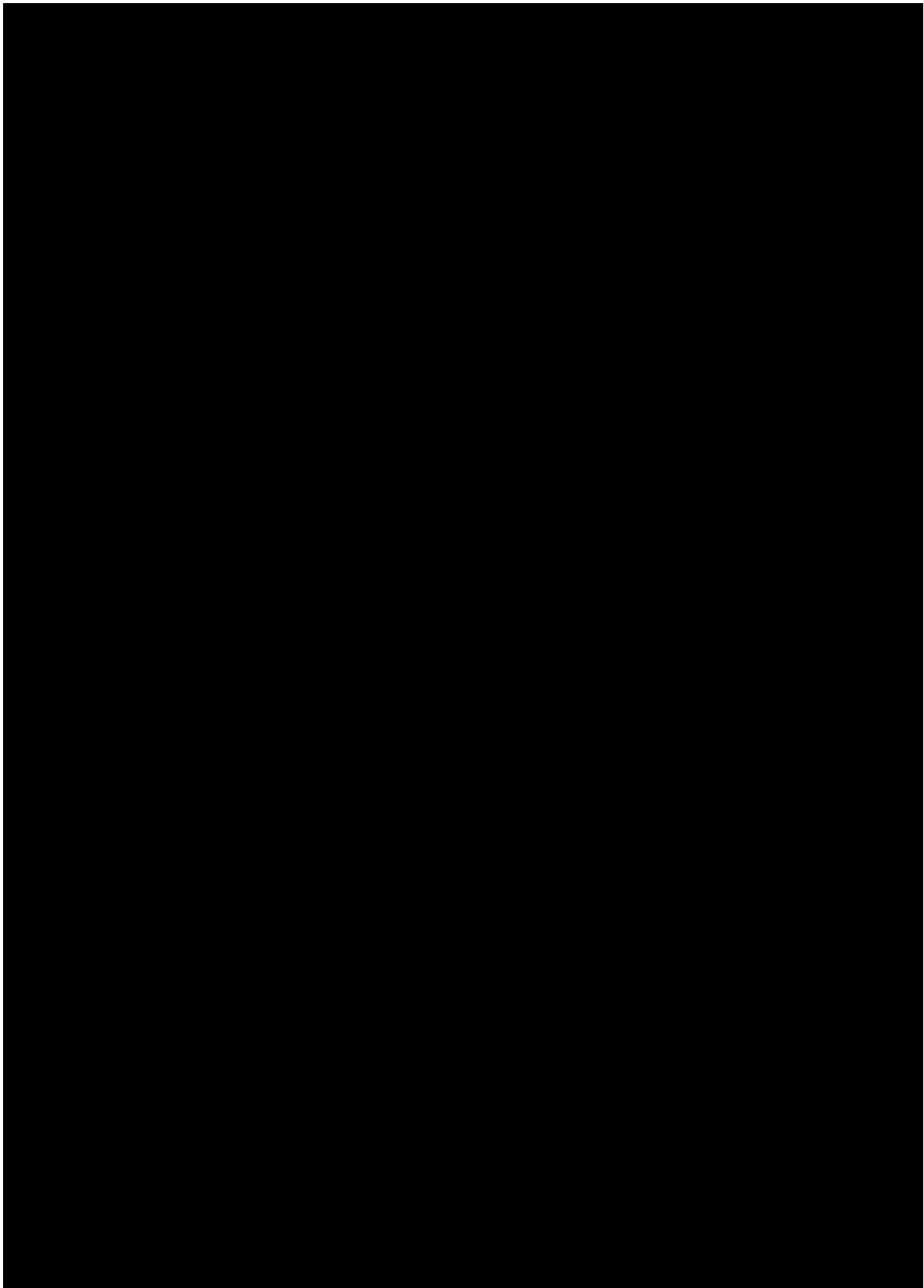


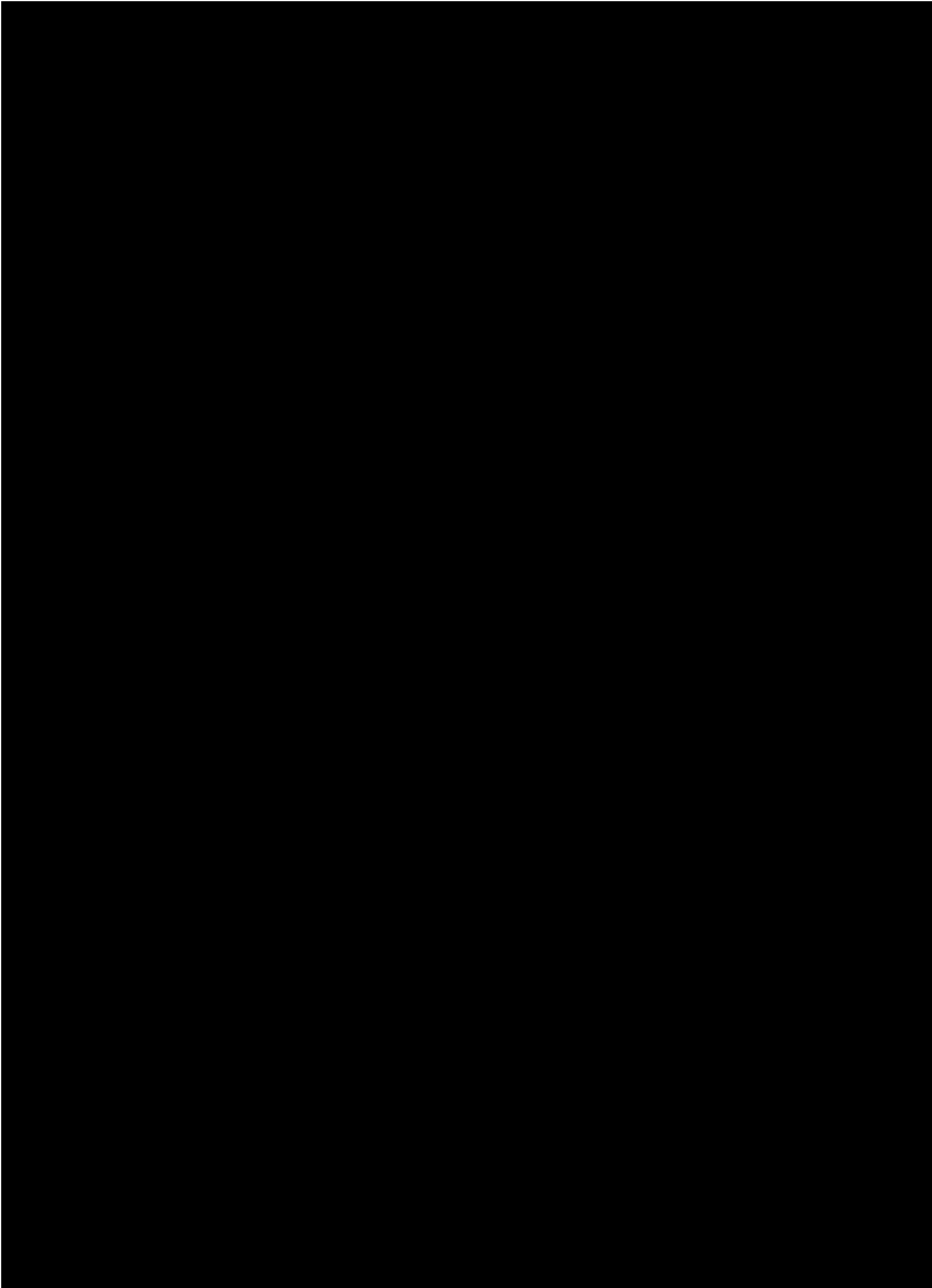


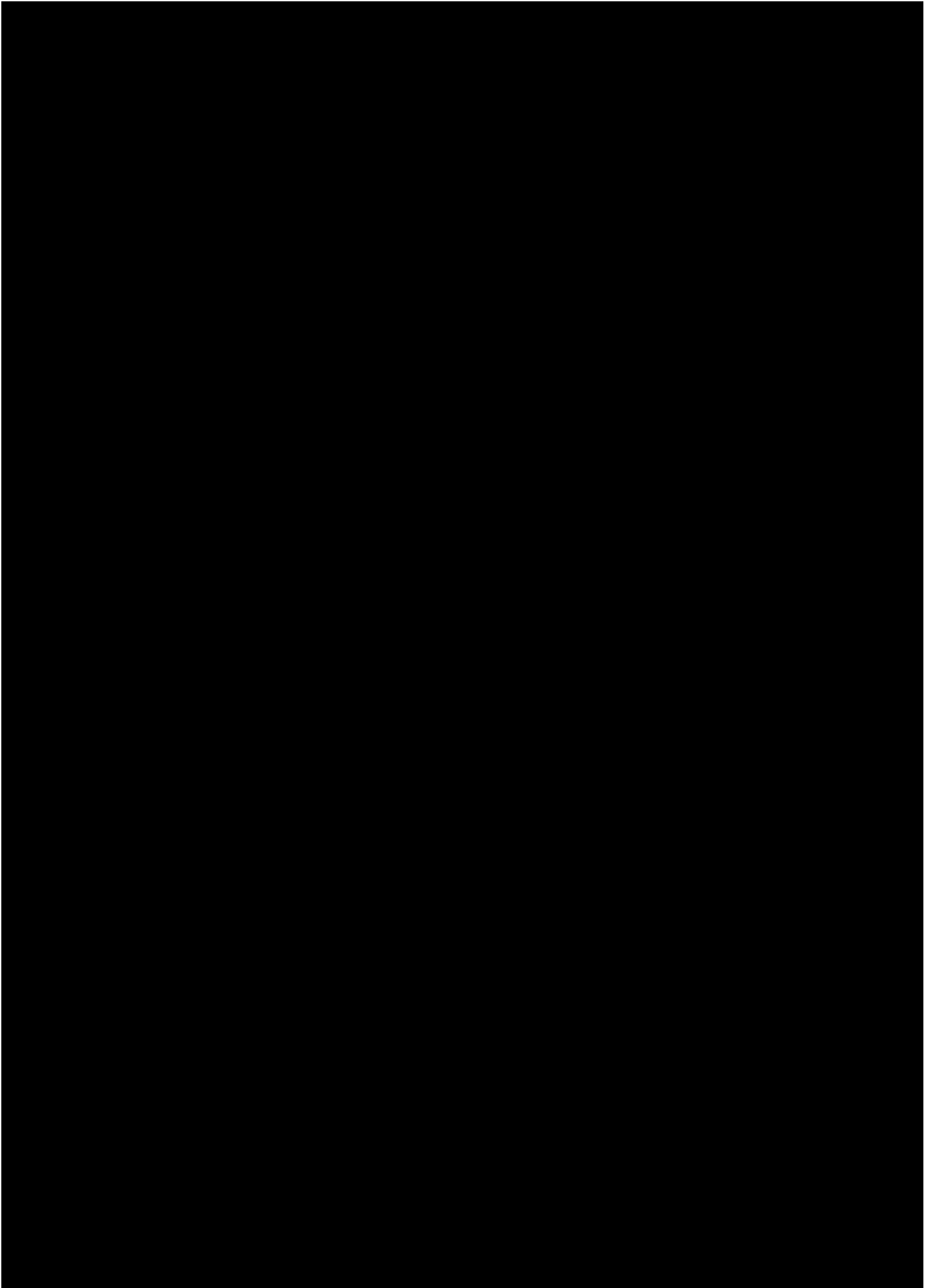


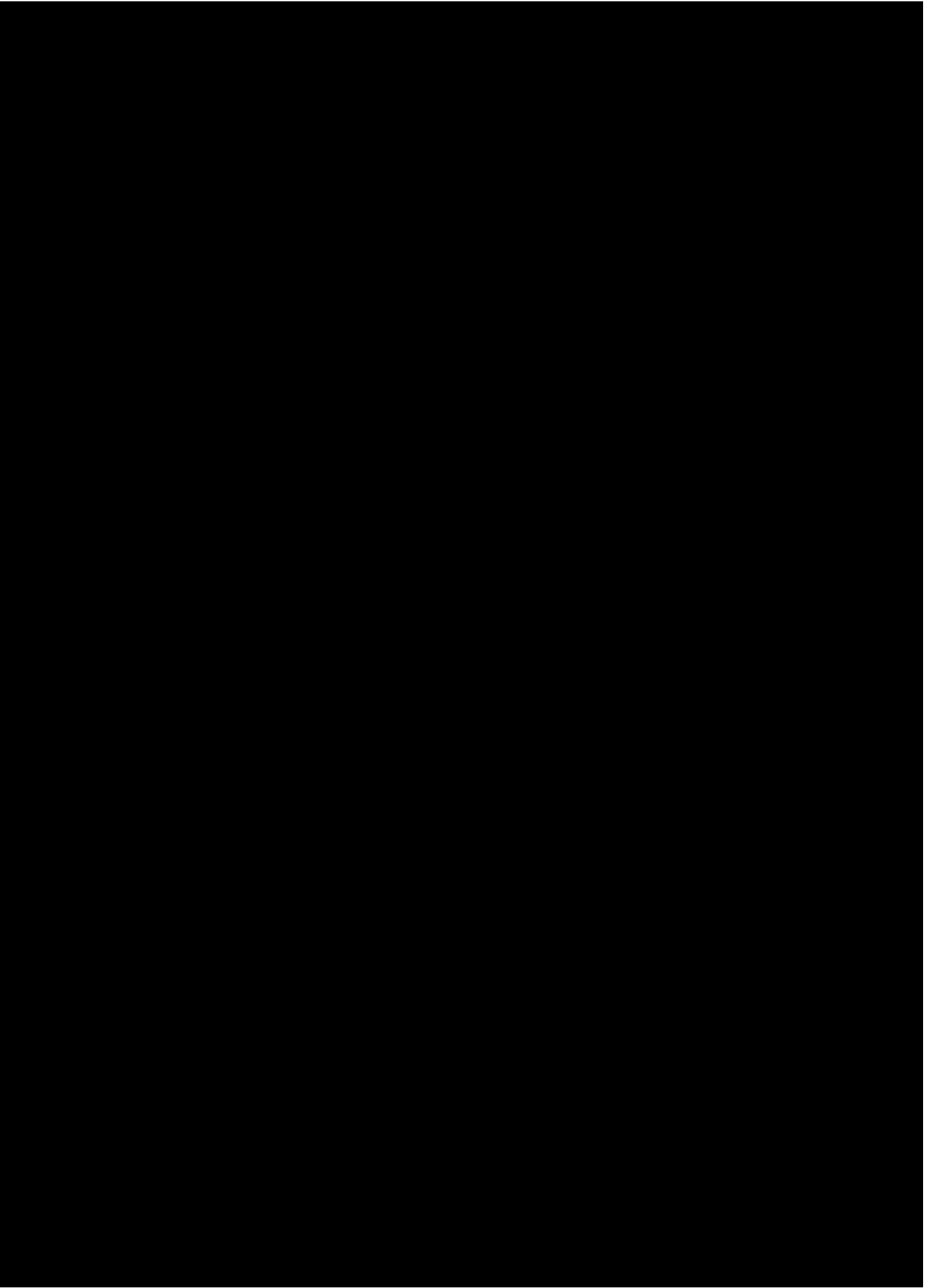












SCHEDULE 32

Key Plant and Equipment

(Clauses 21.13 and 1.1 definition of "Key Plant and Equipment")

PART A – Key Plant and Equipment (Rozelle Interchange)

No.	Details of equipment	Number of equipment type	Source for equipment
1.	New Roadheader – Sandvik MT720	6	Austria
2.	New Roadheader – Mitsui SLB300	4	Japan
3.	Refurbished Roadheader (ex WestConnex Stage 2) – Sandvik MT720	1	Australia
4.	Refurbished Roadheader (ex WestConnex Stage 2) – Mitsui SLB300	9	Australia
5.	Roadheader Guidance System – VMT	20	Germany
6.	Bolter – Robodrill 525	16	France
7.	Bolter guidance system – VMT	16	Germany
8.	Shotcrete Rig – Meyco Potenza	5	Switzerland
9.	Shotcrete Rig – Normet Spraymec	9	Australia
10.	Articulated Dump Truck – CAT 730 or Komatsu HM300	40	Australia
11.	Loader – CAT 972 or CAT 966	5	Australia
12.	Excavator – CAT 335, CAT 325 or CAT 313	18	Australia
13.	Telehandler – Samson 70.10	8	Italy
14.	Ventilation fan – 110 kW to 350 kW	22	Spain
15.	Dust Extractor – CFT 60 m ³ /sec	4	Germany
16.	Dust Extractor – CFT 40 m ³ /sec	23	Germany
17.	Compressor and receiver (678 CFM)	8	China
18.	Water treatment Plant (30 l/s)	2	Australia
19.	Water treatment Plant (15 l/s)	1	Australia

20.	Concrete Paver – Allen Triple Roller Tube Paver	2	USA
21.	Gravel Paver – Wirtgen S1900	2	Germany
22.	Elevated Working Platform340AJ	39	USA
23.	Skid Steer Loader - CAT 272	4	USA
24.	Franna - MAC25	2	Australia

PART B – Key Plant and Equipment (WHT Southern Tunnel Works)

No.	Details of equipment	Number of equipment type	Source for equipment
1.	Ventilation fan – 110 kW to 350 kW	8	Spain

SCHEDULE 32A

Unfixed or offsite Materials

(Clause 21.14)

	Reinforcement
	Precast Components (including girders and beams
	HV Switchboards
	Transformers
	LV switchboards
	Distribution boards
	CCTV Equipment
	Control Cabinets
	Pump Station Equipment
	Electronic Signage
	Harmonic filters
	PA Equipment
	Light fittings
	LV switchboards & DBs
	Mobile Phone DAS Equipment
	Network Switches
	ITS Equipment
	Regulatory + Advisory Signage
	RRB Fibre Optic Equipment
	Radio Rebroadcast Equipment
	Servers
	Traffic Management & Control System
	Acoustic Panels
	UPS Systems
	Variable Speed Drives
	Vehicle Safety Barriers and Attenuators

	Video Wall / CCTV Wall
	Cable (HV, LV and Fibre)
	Dampers
	Attenuators
	axial fans
	jet fans
	air quality systems -tunnel
	air quality stack
	air quality-ambient
	wet fire systems
	dry fire system
	smoky vehicle system
	met/fet phone
	head end equipment for various systems
	Chillers units
	mvac ducting
	mvac fans
	AC units
	foam suppression system to sumps
	back lit signs
	feature lighting
	fire rated doors
	fabricated supports
	cable ladder

SCHEDULE 32B

Payment Claim for Project Works, Temporary Works and Post Completion Activities

(Clause 21.2)

[Note: This form of Payment Claim must be used when a Payment Claim is issued by the Contractor in respect of the D&C Deed Sum (Rozelle Interchange).]

To: D&C Independent Certifier

Copy: The Principal

From: Contractor

In accordance with the terms of clause 21.2 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) and John Holland Pty Ltd (ABN 11 004 282 268) (together, the **Contractor**) dated *[insert date]* (**D&C Deed**) with respect to the Project Works (Rozelle Interchange) and Temporary Works (Rozelle Interchange), the Contractor hereby submits this Payment Claim as follows:

PART A: Project Works (Rozelle Interchange)

Date of Payment Claim	Payment Period	Particulars of Project Works (Rozelle Interchange)	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert amounts claimed in respect of each item of Project Works (Rozelle Interchange)]</i>
			<i>Total Amount claimed</i>	

PART B: Temporary Works (Rozelle Interchange)

Date of Payment Claim	Payment Period	Particulars of Temporary Works (Rozelle Interchange)	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>
			<i>Total Amount claimed</i>	

Part C: Changes

Date of Payment Claim	Payment Period	Particulars of other amounts in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert Change Costs claimed]</i>
			<i>Total Amount claimed</i>	

Part D: Other amounts claimed

Date of Payment Claim	Payment Period	Particulars of other amounts in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert other amounts claimed]</i>
			<i>Total Amount claimed</i>	

1. All supporting documentation and information referred to in clause 21.17(d)(iv) of the D&C Deed is contained in the Schedule to this Payment Claim.
2. A statutory declaration from the Contractor conforming with the requirements of clause 21.17(d)(iii)(B) of the D&C Deed is contained in the Schedule to this Payment Claim.
3. A written statement from the Contractor conforming with the requirements of clause 21.17(d)(iii)(C) of the D&C Deed is contained in the Schedule to this Payment Claim.
4. A certificate signed by the Contractor conforming with the requirements of clause 21.17(d)(iii)(A) of the D&C Deed is contained in the Schedule to this Payment Claim.

This is not a tax invoice.

For and on behalf of
CPB Contractors Pty Limited and John Holland Pty Ltd

Signed:.....

Dated:.....

[Note: This form of Payment Claim must be used when a Payment Claim is issued by the Contractor in respect of the D&C Deed Sum (WHT Southern Tunnel Works).]

To: Principal's Representative

From: Contractor

In accordance with the terms of clause 21.2 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) and John Holland Pty Ltd (ABN 11 004 282 268) (together, the **Contractor**) dated *[insert date]* (**D&C Deed**) with respect to the WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works) and the Post Completion Activities, the Contractor hereby submits this Payment Claim as follows:

PART A: WHT Southern Tunnel Works

Date of Payment Claim	Payment Period	Particulars of WHT Southern Tunnel Works	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert amounts claimed in respect of each item of WHT Southern Tunnel Works]</i>
			<i>Total Amount claimed</i>	

PART B: Temporary Works (WHT Southern Tunnel Works)

Date of Payment Claim	Payment Period	Particulars of Temporary Works (WHT Southern Tunnel Works)	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>
			<i>Total Amount claimed</i>	

Part C: Changes

Date of Payment Claim	Payment Period	Particulars of other amounts in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert Change Costs claimed]</i>
			<i>Total Amount claimed</i>	

Part D: Other amounts claimed

Date of Payment Claim	Payment Period	Particulars of other amounts in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert other amounts claimed]</i>
			<i>Total Amount claimed</i>	

Part E: Post Completion Activities

Date of Payment Claim	Payment Period	Particulars of Post Completion Activities in respect of which payment is claimed	Documents or other information provided in respect of amount claimed	Amount claimed
<i>[Insert date of Payment Claim]</i>	<i>[Insert period in respect of which payment is claimed]</i>	<i>[Insert detailed list of work completed for which payment is claimed]</i>	<i>[Insert details of any supporting documentation or other information provided to verify amounts claimed]</i>	<i>[Insert other amounts claimed]</i>

1. All supporting documentation and information referred to in clause 21.17(d)(iv) of the D&C Deed is contained in the Schedule to this Payment Claim.
2. A statutory declaration from the Contractor conforming with the requirements of clause 21.17(d)(iii)(B) of the D&C Deed is contained in the Schedule to this Payment Claim.
3. A written statement from the Contractor conforming with the requirements of clause 21.17(d)(iii)(C) of the D&C Deed is contained in the Schedule to this Payment Claim.
4. A certificate signed by the Contractor conforming with the requirements of clause 21.17(d)(iii)(A) of the D&C Deed is contained in the Schedule to this Payment Claim.

This is not a tax invoice.

For and on behalf of
CPB Contractors Pty Limited and John Holland Pty Ltd

Signed:.....

Dated:.....

SCHEDULE 32C

Certificate of value for Project Works, Temporary Works and Post-Completion Activities

[Note: This form of Certificate must be used when a Payment Claim is issued by the Contractor in respect of the D&C Deed Sum (Rozelle Interchange).]

To: D&C Independent Certifier

Copy: The Principal

From: Contractor

In accordance with the terms of clause 21.17(d)(iii)(A) of the deed between Transport for NSW (ABN 18 804 239 602) (**Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) and John Holland Pty Ltd (ABN 11 004 282 268) (together, the **Contractor**) dated [*insert date*] (**D&C Deed**), with respect to the Project Works (Rozelle Interchange) and Temporary Works (Rozelle Interchange), the Contractor hereby certifies that:

1. all Project Works (Rozelle Interchange) and Temporary Works (Rozelle Interchange) described in [**insert details of Payment Claim**] have been carried out by the Contractor in accordance with the D&C Deed and the other D&C Documents; and
2. all activities carried out by the Contractor in respect of the Project Works (Rozelle Interchange) and Temporary Works (Rozelle Interchange) have been carried out in accordance with the D&C Deed and the other D&C Documents.

Terms defined in the D&C Deed have the same meaning in this certificate.

For and on behalf of
CPB Contractors Pty Limited and John Holland Pty Ltd

Signed:.....

Dated:.....

[Note: This form of Certificate must be used when a Payment Claim is issued by the Contractor in respect of the D&C Deed Sum (WHT Southern Tunnel Works).]

To: Principal's Representative

From: Contractor

In accordance with the terms of clause 21.17(d)(iii)(A) of the deed between Transport for NSW (ABN 18 804 239 602) (**Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) and John Holland Pty Ltd (ABN 11 004 282 268) (together, the **Contractor**) dated [*insert date*] (**D&C Deed**), with respect to the WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works) and Post Completion Activities, the Contractor hereby certifies that:

3. all WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works) and Post Completion Activities described in [*insert details of Payment Claim*] have been carried out by the Contractor in accordance with the D&C Deed and the other D&C Documents; and
4. all activities carried out by the Contractor in respect of the WHT Southern Tunnel Works, Temporary Works (WHT Southern Tunnel Works) and Post Completion Activities have been carried out in accordance with the D&C Deed and the other D&C Documents.

Terms defined in the D&C Deed have the same meaning in this certificate.

For and on behalf of
CPB Contractors Pty Limited and John Holland Pty Ltd

Signed:.....

Dated:.....

SCHEDULE 32D

Form of Payment Statement for Project Works (Rozelle Interchange) and Temporary Works (Rozelle Interchange)

(Clause 21.3)

To: Contractor

Copy: Principal

From: D&C Independent Certifier

In accordance with the terms of clause 21.3 of the deed between Transport for NSW (ABN 18 804 239 602) (the **Principal**) and CPB Contractors Pty Limited (ABN 98 000 893 667) and John Holland Pty Ltd (ABN 11 004 282 268) (together, the **Contractor**) dated [*insert date*] (**D&C Deed**) with respect to the Project Works (Rozelle Interchange) and Temporary Works (Rozelle Interchange), the D&C Independent Certifier hereby certifies that:

1. this Payment Statement relates to the following Payment Claim:

[*insert details of Payment Claim to which the Payment Statement relates*];
2. the value of the works completed by the Contractor in respect of:
 - (a) the Project Works (Rozelle Interchange) is [*insert amount*]; and
 - (b) the Temporary Works (Rozelle Interchange) is [*insert amount*],
calculated in accordance with the D&C Payment Schedule;
3. the value of other amounts claimed is [*insert details of Compensation Event payments.*];
4. the value of amounts previously paid to the Contractor by the Principal in respect of the Project Works (Rozelle Interchange) and the Temporary Works (Rozelle Interchange) are [*insert details*];
5. the amounts which the Principal proposes to retain, withhold, deduct or set off at this time are [*insert details*]; and
6. [*delete if not applicable*] the scheduled amount is less than the instalment payment claimed in the Payment Claim described in paragraph 1, due to [*insert reason in accordance with clause 21.3(a)(vi)*].

Terms defined in the D&C Deed have the same meaning in this statement.

**Signed for and on behalf of
D&C Independent Certifier**

Date

IMPORTANT NOTE:

Any evaluation or issue of a Payment Statement by the D&C Independent Certifier will not:

1. constitute approval of any work nor will it be taken as admission or evidence that the part of the Project Works (Rozelle Interchange) and Temporary Works (Rozelle Interchange) covered by the Payment Statement has been satisfactorily carried out in accordance with the D&C Deed; or
2. constitute a waiver of the requirements of clause 21.3 of the D&C Deed in relation to any Payment Claim other than to the extent (if any) to which the Principal expressly waives such requirements in respect of the Payment Claim the subject of the Payment Statement.

SCHEDULE 32E

Statutory Declaration (Employees and Subcontractors)

(Clause 21.2 and 21.17)

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

under the Building and Construction Industry Security of Payment Amendment (Retention Money Trust Account) Regulation 2015 (NSW), with the exception of the items listed below:

.....
.....
.....
.....

6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.

7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.

8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):

(a) that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and

(b) that all their employees and subcontractors, as at the date of the making of such a declaration:

i) have been paid all remuneration and benefits due and payable to them by; or

ii) had accrued to their account all benefits to which they are entitled from;

the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and

(c) of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,

except for the following subcontractors to the Contractor who have failed to provide such a declaration:

Subcontractor: Due
amount unpaid:

.....
.....
.....
.....

insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in respect of this claim

9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the

subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

<i>Employee, subcontractor or supplier: unpaid or not accrued:</i>	<i>Amount</i>
.....	
.....	
.....	
.....	
.....	
.....	

insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.

10. *In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true.*
11. *Attached to and forming part of this declaration, as Annexure B, is a "Subcontractor's Statement" given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-Roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:*
 - (a) *under section 175B of the Workers Compensation Act 1987 in the form and providing the detail required by that legislation;*
 - (b) *under section 18(6) of Schedule 2 of part 5 of the Pay-Roll Tax Act 2007 in the form and providing the detail required by that legislation; and*
 - (c) *under section 127 of the Industrial Relations Act 1996 in the form and providing the detail required by that legislation.*
12. *I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.*
13. *All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors were:*
 - (a) *given to the Contractor in its capacity as 'principal contractor' as defined in the Workers Compensation Act 1987, the Pay-Roll Tax Act 2007 and the Industrial Relations Act 1996 ("Acts"); and*
 - (b) *given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.*
14. *I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.*

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at
on
(place) (day) (month) (year)
.....
(Signature of Declarant)

Before me:

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

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

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

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

[*strike out the text that does not apply]

1. *I saw the face of the declarant.

OR

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

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

OR

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

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

Signature of person before whom the declaration is made

Before me:

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

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

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

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

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

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

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

(iii) a notary public.

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

(i) a notary public; or

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

ANNEXURE A TO FORM OF STATUTORY DECLARATION

Supporting statement by head contractor regarding payment to subcontractors

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

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

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

ABN: [*ABN*]

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

ABN: [*ABN*]

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

OR

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

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

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

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

Signature:

Date:

Full name:

Position/Title:

Attachment

Schedule of subcontractors paid all amounts due and payable

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

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

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

ANNEXURE B TO FORM OF STATUTORY DECLARATION

Subcontractor's Statement

REGARDING WORKERS COMPENSATION, PAYROLL TAX AND REMUNERATION

(Note 1 - see back of form)

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

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

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

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

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

Contract number/identifier (Note 3)

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

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

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

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

Statement by its subcontractor(s) in connection with that work for the period stated above.
(Note 10)

Signature

Full name.....

Position/Title

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

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

Notes

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

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

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

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

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

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

Statement Retention

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

Offences in respect of a false Statement

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

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

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

Further Information

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

SCHEDULE 32F

Not used

SCHEDULE 32G

Subcontractors Proof of Payment Procedure

(Clause 9.2)

Day each Month	Action	Documents Required
28th day of the month	Contractor issues Payment Claim	<ul style="list-style-type: none"> Contractor's Statement and Supporting Statement (Refer Schedules 32E and 32F)
10 Business Days after Payment Claim made	Principal issues Payment Statement	
15 Business Days after Payment Claim made	Principal pays Contractor	
18 Business Days after Payment Claim made	Contractor must issue Subcontractors Payments List, Accounts Payable Retention Summary and Accounts Payable Statement reconciled to the instalment Payment Amount	<ul style="list-style-type: none"> Subcontractors Payments List (Refer Attachment 1) Accounts Payable Retention Summary (Refer Attachment 2) Accounts Payable Statement for total value of completed work due for payment (Refer Schedule 32B and Attachment 3)
20 Business Days after Payment Claim made	Contractor must issue Payment Details and Banker's Statement no later than 5 Business Days after payment of instalment Payment Amount reconciled to Subcontractors Payments List	<ul style="list-style-type: none"> Payment Details (Refer Attachment 4) Banker's Statement evidencing payment of each item on the Accounts Payable Statement (Refer Attachment 3)

Attachment 1

Subcontractors Payments List

Project: »

Contractor: » Contractor's Bank: »
 ABN » A/C Name: »

Date: »

Payment Claim: » Period: »

The Contractor will pay monies to Subcontractors in accordance with this Payment List.

Subcontract Retentions (Refer Accounts Payable Retention Summary)

	<i>Amount (incl GST)</i>
Total Retentions for current period	\$ »
Less Total Retentions for previous period	\$ »
Payment to Contractor for held retentions	\$ »

Payments by Contractor to Subcontractors

	<i>Scheduled Amount (incl GST)</i>
Payments to Subcontractors (Refer Accounts Payable Statement)	\$ »
Payment to Contractor for held retentions	\$ »
Payment to Contractor	\$ »
PAYMENT OF CERTIFIED CLAIM AMOUNT	\$ »

Signed by:

Contractor

Name: » _____

Signature: _____

Date: » _____

Attachment 2

**AP Retentions Summary
(GST inclusive)**

Contractor Name:

ABN:

Payment Claim:

Date:

Month	Trans	Invoice Date	AP Ref	Description	Total Retention	Held Retention	Released Retention	Retention Paid
Subcontractor :								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
Total for Subcontractor:					»	»	»	»
Subcontractor :								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
Total for Subcontractor:					»	»	»	»
Subcontractor :								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
Total for Subcontractor:					»	»	»	»
Subcontractor :								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
Total for Subcontractor:					»	»	»	»
Subcontractor :								
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
»	»	»	»	»	»	»	»	»
Total for Subcontractor:					»	»	»	»

Total for Project: » » » »
»
Total for Contractor: » » » »
»
Grand Totals: » » » »

Attachment 4

Payment Details

Month: »

Project: »

Contract: »

Payment
Method*

Payment
Method*

Payment
Method*

Payment
Method*

Date:

»

»

»

»

Subcontractors listed on the
Supporting Statement and Contractor's
Statement

Payment
Claim No
»

Payment
Claim No
»

Payment
Claim No
»

Payment
Claim No
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Payment Batch Totals

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***Note:**

State in each case whether payment was by EFT, credit card, cheque or other method.

SCHEDULE 33

Financial Reporting Form

(Clause 29A.1)

Schedule 33 contains the form that is required to be completed and provided by the Contractor on the last Business Day of March and September in accordance with clause 29A.1(c) of this deed (**Financial Reporting Form**).

When completing the Financial Reporting Form, the Contractor is required to confirm if the information provided for each item in the previous half year is still current and accurate in the current half year. If such information is still current and accurate, the Contractor must indicate so in the table below (as applicable) and is not required to resubmit the same information in the current half year.

Item Financial Reporting – Financial monitoring information requirements

All information to be provided in a template excel format (to be provided by Transport for NSW) for each entity comprising the Contractor and the Contractor Guarantor on a six-monthly basis

-
- | | |
|------------------|---|
| 1. Liquidity | <ul style="list-style-type: none">a) Operating cash flow for the 6 months prior to the reporting dateb) Net cash flow for the 6 months prior to the reporting datec) Current assets as at the reporting dated) Current liabilities as at the reporting datee) Total receivables as at the reporting datef) Receivables aged over 90 days as at the reporting date, provided that, in respect of each Contractor Guarantor, the information reported may be limited to information that is available within the published accounts as at the reporting dateg) Work in progress as at the reporting dateh) Not usedi) Total trade payables as at the reporting datej) Payables aged over 90 days as at the reporting date, provided that, in respect of each Contractor Guarantor, the information reported may be limited to information that is available within the published accounts as at the reporting date |
| <hr/> | |
| 2. Profitability | <ul style="list-style-type: none">a) Revenue for the 6 months prior to the reporting dateb) Not usedc) EBITDA for the 6 months prior to the reporting dated) Net profit after tax for the 6 months prior to the reporting datee) Not usedf) Total number of projects on hand as at the reporting date for the entities comprising the Contractor onlyg) Not usedh) Revenue for the prior corresponding period (i.e. the 6 month period in the previous financial year)i) Revenue from the top 5 customers in the last 6 months prior to the reporting date for the entities comprising the Contractor onlyj) Revenue derived from state or federal government contracts in the 6 months prior to the reporting date for the entities comprising the Contractor onlyk) Spend on top 5 subcontractors in the last 6 months prior to the reporting date for the entities comprising the Contractor onlyl) Total subcontractor spend in the 6 months prior to the reporting date |
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Item**Financial Reporting – Financial monitoring information requirements**

All information to be provided in a template excel format (to be provided by Transport for NSW) for each entity comprising the Contractor and the Contractor Guarantor on a six-monthly basis

- | | |
|----------------|--|
| 3. Solvency | <ul style="list-style-type: none">a) Total borrowings as at the reporting date, including related party borrowingsb) Total related party borrowings as at the reporting datec) Total available headroom on existing facilities as at the reporting dated) Total facility limit as at the reporting datee) Total facilities expiring within 12 months of the reporting date, provided that, in respect of each Contractor Guarantor, the information reported may be limited to information that is available within the published accounts as at the reporting datef) Total cash and cash equivalents as at the reporting dateg) Interest expense in the 6 months prior to the reporting dateh) Net assets as at the reporting datei) Intangible assets as at the reporting datej) Not usedk) Not usedl) Not used |
| 4. Qualitative | <ul style="list-style-type: none">a) Number of board changes in the 2 years preceding the reporting dateb) Number of senior executive changes in the 2 years preceding the reporting datec) Not usedd) License suspensions or investigations in the last 2 years (in any state) for the entities comprising the Contractor only (y/n)e) Details of any late or qualified audits conducted in the 5 years preceding the reporting datef) Confirmation that all corporate insurance and licenses required by law for the entities comprising the Contractor only are in place (y/n)g) Not used |