## Contract Information

<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
</table>
| 1.   | Contractor (Clause 23.2: Definition) | Name:  
ABN:  
Address:  
[Note: Tenderer Returnable; RMS to insert when awarding the contract] |
| 2.   | Construction Contract Sum (Clause 23.2: Definition) | $[Note: Tenderer Returnable; RMS to insert when awarding the contract] (excluding GST) |
| 3.   | Date for Construction Completion (Clause 23.2: Definition) | [Note: RMS to insert date when inviting tenders] |
| 4.   | Design Contract Sum (Clause 23.2: Definition) | $[Note: Tenderer Returnable; RMS to insert when awarding the contract] (excluding GST) |
| 5.   | Environmental Representative (Clause 23.2: Definition) | Name:  
ABN:  
Address:  
[Note: Tenderer Returnable; RMS to insert details when awarding the contract] |
<p>| 6.   | Existing Highway (Clause 23.2: Definition) | [Note: RMS to insert description of Existing Highway when inviting tenders] |
| 7.   | Incentive Amount Pool (Clause 23.2: Definition) | $[Note: RMS to insert amount when awarding the contract] (excluding GST) |
| 8.   | Landscaping Maintenance Period (Clause 23.2: Definition) | [Note: RMS to insert period of Landscaping Maintenance when inviting tenders.] |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
</table>
| **9.** | Parent Company Guarantor  
(Clauses 23.2: Definition) | In respect of [Insert name of first party comprising the Contractor]:  
Name: [Insert name of Parent Company Guarantor for the first party comprising the Contractor]  
ABN: [Insert ABN of Parent Company Guarantor for the first party comprising the Contractor]  
Address: [Insert address of Parent Company Guarantor for the first party comprising the Contractor]  
In respect of [Insert name of second party comprising the Contractor]:  
Name: [Insert name of Parent Company Guarantor for the second party comprising the Contractor]  
ABN: [Insert ABN of Parent Company Guarantor for the second party comprising the Contractor]  
Address: [Insert address of Parent Company Guarantor for the second party comprising the Contractor]  
[Note: Tenderer Returnable; RMS to insert details when awarding the contract] |
| **10.** | Planning Approval  
(Clauses 23.2: Definition) | (a) The approval under s115B of the Environmental Planning and Assessment Act 1979 issued by the Planning Minister dated [Note: RMS to insert date here, when inviting tenders] in respect of the [Note: RMS to insert description of stage, when inviting tenders] of the Works.  
(b) The approval under s75J of the Environmental Planning and Assessment Act 1979 issued by the Planning Minister dated [Note: RMS to insert date here, when inviting tenders] in respect of the [Note: RMS to insert description of stage, when inviting tenders] of the Works. |
| **11.** | Proof Engineer  
(Clauses 23.2: Definition) | Name:  
ABN:  
Address:  
[Note: Tenderer Returnable; RMS to insert details when awarding the contract] |
| **12.** | Project Verifier  
(Clauses 23.2: Definition) | Name:  
ABN:  
Address:  
[Note: Tenderer Returnable; RMS to insert details when awarding the contract] |
| **13.** | RMS Insurer  
(Clauses 23.2: Definition) | Self Insurance Corporation of NSW through Insurance and Care NSW (icare)  
ABN 16 759 382 489  
Level 15, 321 Kent Street  
Sydney NSW 2000  
Telephone: 61 2 9216 3852  
Email: cpai@icare.nsw.gov.au |
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
</table>
| 13A  | Elements of the Temporary Works to be verified by Project Verifier (Clause 2.4(a)(i)(B)) | Those elements of the Temporary Works that may:  
(a) have any impact on the amenity, performance or functionality of areas open to members of the public; or  
(b) pose any potential risk to the health or safety of any member of the public, or any potential risk of damage to property of any person.  
[Note: RMS to insert any specific additional elements of Temporary Works that clause 2.4(a)(i)(B) is to apply to, when inviting tenders.] |
| 14.  | Elements of the Project Works and the Temporary Works to be assessed and verified by Proof Engineer (Clause 2.5(d)(ii)) | [Note: RMS to insert elements of Project Works that clause 2.5(d)(ii) is to apply to, when inviting tenders.] |
| 15.  | Subcontractors (Clause 2.8(c)) | Part of the Contractor's Work | Subcontractor |
|      | Design Consultant(s) including structural designers, road and bridge designers and environmental designers: | [Note: Insert Subcontractor's name & ABN] |
|      | Roadworks Construction Entity: | [Note: Insert Subcontractor's name & ABN] |
|      | Bridgeworks Construction Entity: | [Note: Insert Subcontractor's name & ABN] |
|      | Geotechnical Consultant: | [Note: Insert Subcontractor's name & ABN] |
|      | Urban and Landscape Design Consultant: | [Note: Insert Subcontractor's name & ABN] |
|      | Noise Mitigation Design Consultant: | [Note: Insert Subcontractor's name & ABN] |

[Note: Tenderer Returnable; Table to be completed by RMS, having regard to the material submitted by the Tenderer in its Tender in respect of clause 3.2(c)(iv) of the Request for Tender.]
16. Aboriginal participation (Clause 3.12)

1) The Project Aboriginal Participation Category is:
   Category [RMS to insert Category number]
   [Note: 'Category 2' applies if this item is not filled in.]

2) The Targeted Project Spend (TPS) at the date of this deed is:
   $[insert amount] (excl GST)
   [Note: RMS to insert the amount, when awarding the contract]

3) Is the Contractor required to submit an Aboriginal Participation Plan and Aboriginal Participation Reports?
   [Yes, at times specified in the Deed / No]
   [Note: 'Yes' applies if this item is not filled in.]

   [Note: See the NSW Government Aboriginal Participation in Construction Policy (1 May 2015 or later update) for further details.]

17. Notice details for RMS Representative (Clauses 3.17(a)(ii) & 3.17(d)(i))

   Address for notices:
   20-44 Ennis Road
   Milsons Point NSW 2061
   (for delivery by hand)
   Locked Bag 928
   North Sydney NSW 2059
   (for delivery by post)

   Fax:
   Attention: Executive Director, Technical and Project Services

18. Notice details for RMS Representative (Clauses 3.17(a)(ii) & 3.17(d)(i))

   Address for notices:

   Fax:
   Attention:
   Email:
   [Note: RMS to insert details, when awarding the contract]

19. Notice details for Contractor (Clauses 3.17(a)(iii) & 3.17(d)(ii))

   Address for notices:

   Fax:
   Attention:
   Email:
   [Note: Tenderer Returnable; RMS to insert details, when awarding the contract]
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
</table>
| 20.  | Building Code (Clause 5.10(a)) | 1) Does the Building Code apply to the Contractor’s Work as there is Commonwealth funding (above the minimum thresholds specified in Schedule 1 of the Building Code) for the project which the Contractor’s Work forms part of?
   
   [Yes / No]
   
   [Note: 'No’ applies if this item is not filled in.
   If "Yes” applies, each Building Code Entity must comply with the Building Code] |
|      |        | 2) Is a Workplace Relations Management Plan (Commonwealth) required?
   
   [Yes / No]
   
   [Note: 'No’ applies if this item is not filled in.] |
|      |        | 3) On or after 2 December 2016, has the Contractor or a related entity of the Contractor submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (regardless of whether or not that project was procured by RMS or whether or not the Contractor or the Contractor's related entity were successful)?
   
   [Yes / No]
   
   [Note: 'No’ applies if this item is not filled in.
   If "Yes” applies, the Contractor and each of the Contractor’s related entities must comply with relevant provisions of the Building Code] |

| 20A  | Australian Government Work Health and Safety Accreditation Scheme (Clause 5.7(h)) | Is the Contractor required to maintain accreditation under the Work Health and Safety Accreditation Scheme?
   
   [Yes / No]
   
   [Note: 'No’ applies if this item is not filled in.
   If "Yes” applies, the Contractor must maintain accreditation under the Scheme while carrying out Building Work.] |
| 20B  | Australian Industry Participation Plan (Clause 5.17) | Is the Contractor required to implement and comply with the Certified AIP Plan?
   
   [Yes / No]
   
   [Note: 'No’ applies if this item is not filled in.
   [Note: RMS to delete whichever is not applicable.] |
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
</table>
| 21. | Workers compensation insurance (Clauses 7.5(a) & 7.5(a)(i)) | Minimum cover: As required by Law  
Insurer:  
Policy number:  
Period of cover: Until the end of all Defects Correction Periods  
[Note: Tenderer Returnable; RMS to insert details, when awarding the contract] |
| 22. | Motor vehicle fleet / mobile plant insurance (Clauses 7.5(a) & 7.5(a)(ii)) | Minimum cover: $[RMS to insert amount when inviting tenders] for any one occurrence, and unlimited in the aggregate with regard to the number of occurrences.  
Insurer:  
Policy number:  
Period of cover: Until the end of all Defects Correction Periods  
[Note: $20,000,000 applies if this item is not filled in.] |
| 23. | Asbestos liability insurance (Clause 7.6(a)) | Minimum cover: RMS’s Principal Arranged Insurance.  
Insurer: As per Item 13  
Policy number: To be issued upon contract award  
Period of cover: Until the end of all Defects Correction Periods |
| 24. | Marine liability and marine protection and indemnity insurance (Clause 7.6(b)) | Marine liability  
Minimum cover: For any work to which clause 7.6(b) applies, $[RMS to insert amount when inviting tenders] for any one occurrence, and unlimited in the aggregate with regard to the number of occurrences.  
Insurer: [To be advised to RMS by the Contractor prior to undertaking any work that requires marine liability insurance under clause 7.6(b).]  
Policy number: [To be advised to RMS by the Contractor prior to undertaking any work that requires marine liability insurance under clause 7.6(b).]  
Period of cover: The whole of the period of use of waterborne craft of 12 or more metres in length on work for or in connection with this deed  
Marine protection and indemnity  
Minimum cover: For any work to which clause 7.6(b) applies, $[RMS to insert amount when inviting tenders] for any one occurrence, and unlimited in the aggregate with regard to the number of occurrences.  
Insurer: [To be advised to RMS by the Contractor prior to undertaking any work that requires marine liability insurance under clause 7.6(b).] |
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>insurance under clause 7.6(b).</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>To be advised to RMS by the Contractor prior to undertaking any work that requires marine liability insurance under clause 7.6(b).</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Period of cover:</strong> The whole of the period of use of waterborne craft of 12 or more metres in length on work for or in connection with this deed</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Policy number:</strong> To be advised to RMS by the Contractor prior to undertaking any work that requires marine liability insurance under clause 7.6(b).</td>
</tr>
</tbody>
</table>

### 25. Site Conditions (Clause 10.6(a)(i)B)

- [ ] Aboriginal heritage
- [ ] European heritage
- [ ] Contamination as defined in the *Contaminated Land Management Act 1997* (NSW), being Contamination that is not introduced or caused by the Contractor or the Contractor's Subcontractors

*Other: (please specify)*

- [ ] ..................................................
- [ ] ..................................................
- [ ] ..................................................

**Note:** The objects or substances which are noted by RMS with a tick will constitute a Site Condition for the purpose of clause 10.6 of this deed, provided the other requirements of clause 10.6 are satisfied.

**Note to RMS:** RMS to tick relevant items and insert other items if relevant, when inviting tenders

### 25A Preparation of Design Documentation (Clause 12.2(k))

Subject to clause 12.2(ka), the Contractor may use for construction purposes Design Documentation which has not been prepared, reviewed, certified, verified and not rejected in accordance with clauses 12.2(a) to 12.2(j) but is the Substantial Detailed Design which has been developed, prepared and submitted in accordance with clause 12.2(d) and only after a period of a minimum of 14 days has elapsed after the date that the Substantial Detailed Design was given under the provisions of clause 12.2 of the deed in respect of the following aspects of the Project Works and the related design lots:

**Note to RMS:** RMS to insert, when inviting tenders, any relevant aspects for example “Clearing and Topsoil Stripping”, “Drainage and Culverts”, “Service Works”, “ITS/VMS”, etc.

**Note to Tenderers:** Tenderer to include Design Lots relevant to each aspect nominated by RMS

### 25B Preparation of Design Documentation (Clause 12.2(kb))

The following elements of the Works are not required to be included in the Design Documentation for the Substantial Detailed Design stage:

**Note:** RMS to insert, when inviting tenders, any relevant elements, for example fencing, lighting, etc.
26. Agreed delay costs (Clause 17.6(a)(i))

For any extension of time under clause 17.5 that qualifies under clause 17.6 for payment of agreed costs, only one of the following rates applies, according to the cause and when the relevant period of delay occurs (as determined by the RMS Representative, acting reasonably):

[Note: RMS to insert applicable daily rates in the table below, when inviting tenders]

<table>
<thead>
<tr>
<th>Period during the Contractor’s Work when the relevant delay occurs</th>
<th>Delay costs rate ($/day) (excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delay occurring in connection with the Contractor's Work prior to commencement of construction activities on the Construction Site.</td>
<td>$[ ] per day</td>
</tr>
<tr>
<td>Delay caused by a Variation, occurring in connection with the Contractor's Work after commencement of construction activities on the Construction Site.</td>
<td>$[ …] per day</td>
</tr>
<tr>
<td>Delay caused by a breach or failure to give access by RMS, occurring in connection with the Contractor's Work after commencement of construction activities on the Construction Site:</td>
<td></td>
</tr>
<tr>
<td>a. during the first quarter of the construction activities associated with the Contractor’s Work</td>
<td>$[ …] per day</td>
</tr>
<tr>
<td>b. during the second quarter of the construction activities associated with the Contractor’s Work</td>
<td>$[ ] per day</td>
</tr>
<tr>
<td>c. during the third quarter of the construction activities associated with the Contractor’s Work</td>
<td>$[…] per day</td>
</tr>
<tr>
<td>d. during the final quarter of the construction activities associated with the Contractor’s Work</td>
<td>$[…] per day</td>
</tr>
<tr>
<td>Item</td>
<td>Clause</td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
</tr>
</tbody>
</table>
| 26A  | (a)    | The Contractor will be entitled to be paid an amount equal to the IWDC to be determined by the RMS Representative using the following formula:  
\[ IWDC = \sum_{n=1}^{n} (d_n - b)R_n \]  
where:  
\( d_n = \) Inclement EOT Days for month \( n \).  
\( b = \) Benchmark Inclement EOT Days for a month.  
\( n = \) the number of the applicable month in the Qualifying Period (counted from the commencement of the Qualifying Period) and where the maximum value of \( n \) is equal to the total number of months (or part months) in the Qualifying Period.  
\( R_n = \) per day (exclusive of GST) which rate, as at the date of this deed, is based on 5 working days per week less statutory holidays and RDOs, but which rate is to be proportionally adjusted (as applicable) to the extent to which the current Subsidiary Contract Program submitted under clause 17.1(d) for the month is not based on a 5 working day week.  

(b) A provisional determination of the Contractor's entitlement under paragraph (a) will be made by the RMS Representative applying the formula in paragraph (a) each month during the Qualifying Period, subject to and in accordance with this Item 26A.  

(c) Subject to paragraph (d), the Contractor will be provisionally paid an amount such that the total payment to the Contractor under this Item 26A for the period up to and including current month \( n \) is equal to the IWDC amount determined under paragraph (b) provided the IWDC amount is greater than zero.  

(d) To the extent that the Contractor has received any payment under paragraph (c) and in any one or more subsequent months the IWDC is:  
(i) less than zero; or  
(ii) less than the IWDC calculated in the previous month,  
RMS is entitled to be repaid by the Contractor on demand, provided however that the Contractor's obligation to make a payment under this paragraph (d) will cease upon the Contractor having repaid all amounts received under paragraph (c) during the course of the Qualifying Period.  

(e) For the purposes of this item 26A:  
**Benchmark Inclement EOT Days** means:  
(i) where month \( n \) is a full month in the Qualifying Period, \[ \text{Note: RMS to insert applicable number of days, when inviting tenders} \] days (which number of days, as at the date of this deed, is based on 5 working days per week less statutory holidays and RDOs, but which number of days is to be proportionally adjusted (as applicable) to the extent to which the current Subsidiary Contract Program submitted under clause 17.1(d) for the month is not based on a 5 working day week); or
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
<tbody>
<tr>
<td>26A (Cont.)</td>
<td>(ii) where month ( n ) is a part month in the Qualifying Period (which may apply in the first and last month ( n )), a pro rata reduction of [\text{Note: RMS to insert applicable number of days, when inviting tenders}] days (which number of days, as at the date of this deed, is based on 5 working days per week less statutory holidays and RDOs, but which number of days is to be proportionally adjusted (as applicable) to the extent to which the current Subsidiary Contract Program submitted under clause 17.1(d) for the month is not based on a 5 working day week) rounded to the nearest whole number, based on the number of days in the part month ( n ) compared to a 30 day month.</td>
<td></td>
</tr>
</tbody>
</table>

**Inclement EOT Days** means, in respect of the applicable month \( n \) in the Qualifying Period, the total number of days that the Contractor is granted an extension of time under clause 17.5 for the cause of delay referred to in paragraph (e) of the definition of "Excusable Cause of Delay" (inclement weather).

**IWDC** means, at the time of calculation, the amount calculated in accordance with paragraph (a).  

**Qualifying Period** means the period:  
(i) commencing on the commencement of substantial clearing and grubbing activities prior to major earthworks associated with the Contractor's Work on the Construction Site, as determined by the RMS Representative; and  
(ii) ending on the earlier of:  
(A) the Date for Construction Completion; and  
(B) the Date of Construction Completion.  

(f) To assist in the interpretation of this Item 26A, a worked example has been prepared to demonstrate the operation of this Item 26A, which is included as Attachment A to this Schedule 1.

<p>| 27. | Liquidated Damages (Clause 17.9(d)(i)) | $[\text{Note: RMS to insert applicable daily rate, when inviting tenders}] per day (excluding GST) |
| 28. | Liquidated Damages where Opening Completion has been achieved (Clause 17.9(d)(ii)) | $[\text{Note: RMS to insert applicable daily rate, when inviting tenders}] per day (excluding GST) |
| 29. | References to Scope of Works and Technical Criteria | Section 5.15(f) |
|     | (a) (Clause 2.5(c)(ii)B) | Appendix 21 |
|     | (b) (Clause 3.8(a)) | Appendices 35 to 38 or 40 to 44 |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Clause</th>
<th>Insert information</th>
</tr>
</thead>
<tbody>
<tr>
<td>(d)</td>
<td>(Clause 3.8(b)(ii))</td>
<td>Section 2.10</td>
</tr>
<tr>
<td>(e)</td>
<td>(Clause 3.8(c))</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(f)</td>
<td>(Clause 3.8(g)(ii)D)</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(g)</td>
<td>(Clause 3.8(g)(ii)G)</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(h)</td>
<td>(Clause 3.8(k))</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(i)</td>
<td>Not Used</td>
<td>Appendix 4</td>
</tr>
<tr>
<td>(j)</td>
<td>(Clause 5.2(b))</td>
<td>Appendix 4</td>
</tr>
<tr>
<td>(k)</td>
<td>(Clause 5.4)</td>
<td>Section 2.9</td>
</tr>
<tr>
<td>(l)</td>
<td>(Clause 5.14(a)(ii))</td>
<td>Section 7.15</td>
</tr>
<tr>
<td>(m)</td>
<td>(Clause 5.14(d))</td>
<td>Section 7.15.2(a)</td>
</tr>
<tr>
<td>(n)</td>
<td>(Clause 9.4(a))</td>
<td>Sections 7.12(a)(iii)A and 7.12(a)(iii)B</td>
</tr>
<tr>
<td>(o)</td>
<td>(Clause 11.1(a))</td>
<td>Section 3</td>
</tr>
<tr>
<td>(p)</td>
<td>(Clause 11.1(b))</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(q)</td>
<td>(Clause 12.2(d))</td>
<td>Section 24.3 of Appendix 24</td>
</tr>
<tr>
<td>(r)</td>
<td>(Clause 13.2(j))</td>
<td>Section 2.3.1(b)</td>
</tr>
<tr>
<td>(s)</td>
<td>(Clause 16.7(d))</td>
<td>Sections 7.12(a)(iii)A and 7.12(a)(iii)B</td>
</tr>
<tr>
<td>(t)</td>
<td>(Clause 17.1(c)(i))</td>
<td>Section 24.2 of Appendix 24</td>
</tr>
<tr>
<td>(u)</td>
<td>(Definition of 'Aboriginal Participation Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(v)</td>
<td>(Definition of 'Chain of Responsibility (CoR) Management Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(w)</td>
<td>(Definition of 'Community Involvement Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(x)</td>
<td>(Definition of 'Concept Design')</td>
<td>Appendix 30</td>
</tr>
<tr>
<td>(y)</td>
<td>(Definition of 'Construction Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>Item</td>
<td>Clause</td>
<td>Insert information</td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
<td>--------------------</td>
</tr>
<tr>
<td>(z)</td>
<td>(Definition of 'Contractor Documentati on Schedule')</td>
<td>Appendix 24</td>
</tr>
<tr>
<td>(aa)</td>
<td>(Definition of 'Design Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(bb)</td>
<td>(Definition of 'Environmental Documents')</td>
<td>Appendix 4</td>
</tr>
<tr>
<td>(cc)</td>
<td>(Definition of 'Environmental Management Plans')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(dd)</td>
<td>(Definition of 'Landscaping Maintenance')</td>
<td>Section 2.2.2</td>
</tr>
<tr>
<td>(ee)</td>
<td>(Definition of 'Landscaping Maintenance Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(ff)</td>
<td>(Definition of 'Local Road Corridors')</td>
<td>Appendix 2</td>
</tr>
<tr>
<td>(gg)</td>
<td>(Definition of 'Local Road Works')</td>
<td>Sections 2.3.1(c) and 6.2</td>
</tr>
<tr>
<td>(hh)</td>
<td>(Definition of 'Local Road Works Areas')</td>
<td>Appendix 2</td>
</tr>
<tr>
<td>(ii)</td>
<td>(Definition of 'Maintenance Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(jj)</td>
<td>(Definition of 'Nominated Authority')</td>
<td>Section 3.1.4(a)</td>
</tr>
<tr>
<td>(kk)</td>
<td>(Definition of 'Project WHS Management Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(ll)</td>
<td>(Definition of 'Property Works')</td>
<td>Sections 2.3.1(b) and 6.1</td>
</tr>
<tr>
<td>(mm)</td>
<td>(Definition of 'Provisional Sum Work')</td>
<td>Appendix 20</td>
</tr>
<tr>
<td>(nn)</td>
<td>(Definition of 'Quality Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(oo)</td>
<td>(Definition of 'Site')</td>
<td>Appendix 2</td>
</tr>
<tr>
<td>(pp)</td>
<td>(Definition of 'Temporary Works Areas')</td>
<td>Appendix 2</td>
</tr>
<tr>
<td>Item</td>
<td>Clause</td>
<td>Insert information</td>
</tr>
<tr>
<td>------</td>
<td>--------</td>
<td>--------------------</td>
</tr>
<tr>
<td>(qq)</td>
<td>(Definition of 'Traffic Management and Safety Plan')</td>
<td>Appendix 21</td>
</tr>
<tr>
<td>(rr)</td>
<td>(Definition of 'Workplace Relations Management Plan (Commonwealth)')</td>
<td>Section 2.7.1 Appendix 21</td>
</tr>
<tr>
<td>(ss)</td>
<td>(Definition of 'Workplace Relations Management Plan (State)')</td>
<td>Section 2.7.2 Appendix 21</td>
</tr>
</tbody>
</table>

### 30. References to Contractor Documentation Schedule

- **(a)** (Clause 3.14(a))
  - Section 24.1 of Appendix 24

- **(b)** (Clause 17.1(d))
  - Section 24.1.1 of Appendix 24

### 31. References to Exhibits

- **(a)** (Clause 23.1(a)(x)A)
  - Exhibits A, B and D

- **(b)** (Clause 23.1(a)(x)A)
  - Exhibit C

- **(c)** (Definition of 'Contract Program')
  - Exhibit C

- **(d)** (Definition of 'Deed of Disclaimer')
  - Exhibit D

- **(e)** (Definition of 'Planning Minister's Approvals')
  - Exhibit E

- **(f)** (Definition of 'Scope of Works and Technical Criteria')
  - Exhibit A

- **(g)** (Definition of 'Site Access Schedule')
  - Exhibit B
#### ATTACHMENT A TO SCHEDULE 1 – WET WEATHER DELAY COSTS CALCULATION – WORKED EXAMPLE

### Wet Weather Delay Costs - Worked example

<table>
<thead>
<tr>
<th></th>
<th>Month n</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily rate for delay costs (in thousands)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benchmark Inclement EOT Days</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>84</td>
<td></td>
</tr>
<tr>
<td>Inclement EOT Days</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>12</td>
<td>9</td>
<td>11</td>
<td>9</td>
<td>9</td>
<td>7</td>
<td>3</td>
<td>4</td>
<td>10</td>
<td>13</td>
<td>9</td>
<td>96</td>
<td></td>
</tr>
<tr>
<td>Total Inclement EOT Days over Benchmark Inclement EOT Days</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>It is assumed that the Qualifying Period expires at the end of month 12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>It is assumed that the Subsidiary Contract Program is based on 5 working days, less statutory holidays and RDOs for the entire Qualifying Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Inclement EOT Days) - (Benchmark Inclement EOT Days)</td>
<td>-7</td>
<td>5</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>-4</td>
<td>-3</td>
<td>3</td>
<td>6</td>
<td>2</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[(Inclement EOT Days) - (Benchmark Inclement EOT Days)] x (Daily rate)</td>
<td>-350</td>
<td>250</td>
<td>100</td>
<td>200</td>
<td>100</td>
<td>100</td>
<td>0</td>
<td>-200</td>
<td>-150</td>
<td>150</td>
<td>300</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cumulative assessment of IWDC (in thousands)</td>
<td>-350</td>
<td>-100</td>
<td>0</td>
<td>200</td>
<td>300</td>
<td>400</td>
<td>400</td>
<td>200</td>
<td>50</td>
<td>200</td>
<td>500</td>
<td>600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly payment (if any) by RMS to the Contractor (in thousands)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200</td>
<td>100</td>
<td>100</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>150</td>
<td>300</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly payment (if any) by Contractor to RMS (in thousands)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200</td>
<td>150</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Schedule 2**

**Design Payment Schedule**

(clause 23.2 (definition of "Design Payment Schedule"))

The following schedule is for payment for the performance of the Contractor's obligations to prepare all Design Documentation for each element of the Project Works and Temporary Works set out in the schedule.

[Note to RMS: RMS is to modify Schedule 2 and insert relevant details, as applicable for each project and prior to inviting tenders. Tenderer’s Returnable details are to be inserted when awarding the contract]

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Works horizontal and vertical road alignments including cross sections</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Local Road Works horizontal and vertical road alignments including cross sections</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Geotechnical design, including foundation and batter treatments</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Property Works</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Provisional Sum Work (subject to clause 18.10)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Noise attenuation works</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Environmental works</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Surface drainage, pavement drainage and water quality basins</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Subgrade and pavement</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Interchanges and intersections</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Bridges:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Main Carriageway Bridges:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[RMS to insert]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transverse Bridges:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[RMS to insert]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Bridges and Structures:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[RMS to insert]</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Drainage culverts and structures</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Fauna crossings</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Retaining walls</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Urban design, landscaping and regeneration</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Temporary Works</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Project Verifier’s design verification services:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Project Verifier's Fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Contractor's margin and contingency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Refer to clause 3.2(g) and 3.2(i) of the RFT]</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Proof Engineer</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Environmental Representative’s design phase services:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Environmental Representative's Fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Contractor's margin and contingency</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Refer to clause 3.2(g) and 3.2(i) of the RFT]</td>
<td></td>
</tr>
</tbody>
</table>
Milestone | Description | Value (Excl. GST)  
---|---|---  
21 | Additional and/or balancing items required to complete the design and documentation of the Project Works and Temporary Works. |  

**TOTAL (Excl. GST)**  

**Payment Constraints:**  
1. With respect to any Milestone in the Design Payment Schedule:  
   (a) subject to paragraphs 1(b) and 2, RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed.  
   For those design elements that require Design Documentation for the Substantial Detailed Design, payment for each stage of the Design Documentation process for each of those discrete design elements of the Contractor's Work for Milestones [1 to 17] inclusive will not exceed:  
      (i) [%RMS to insert]% of the total value of the discrete design element at the Developed Concept Design stage;  
      (ii) not used;  
      (iii) [%RMS to insert]% of the total value of the discrete design element at the Substantial Detailed Design stage;  
      (iv) [%RMS to insert]% of the total value of the discrete design element at the Final Design Documentation stage; and  
      (v) [%RMS to insert]% of the total value of the discrete design element at the IFC Design Documentation stage;  
   For those design elements that do not require Design Documentation for the Substantial Detailed Design in accordance with clause 12.2(kb) of this deed, payment for each stage of the Design Documentation process for each of those discrete design elements of the Contractor's Work for Milestones [1 to 17] inclusive will not exceed:  
      (i) [%RMS to insert]% of the total value of the discrete design element at the Developed Concept Design stage;  
      (ii) [%RMS to insert]% of the total value of the discrete design element at the Final Design Documentation stage; and  
      (v) [%RMS to insert]% of the total value of the discrete design element at the IFC Design Documentation stage; and  
   (b) notwithstanding paragraph (a):  
      (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and  
      (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.  
2. With respect to any Milestone in the Design Payment Schedule, RMS is not obliged to pay the Contractor any more than 90% of the value of the Milestone until all Final Design Documentation relevant to that Milestone have:  
   (a) been verified by the Project Verifier and Proof Engineer, and certified by the relevant Subcontractor and the Contractor under clause 12.2(h) of this deed;  
   (b) been submitted to the RMS Representative under clause 12.2(d) of this deed; and  
   (c) not been rejected by the RMS Representative under clause 12.2(i) of this deed.  
3. **Contractor's Hourly Rates:**  
   The Contractor's hourly rates for valuing adjustments to the Design Contract Sum arising from Variations valued under clause 15.4(e)(i) of this deed are listed below. Rates listed
below do not include profit margin, off-site overheads or GST. These rates will not be subject to Construction Rise and Fall.

[Note to Tenderer: Rates in the table below are the Tenderer’s Returnable. If the positions in the Tenderer’s design organisation are different from those specified in the table below, the Tenderer may leave some positions blank or change them to the appropriate Tenderer’s positions.]

[Note to RMS: RMS is to insert relevant details when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>RATE ($/HOUR) (excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director (design consultant)</td>
<td></td>
</tr>
<tr>
<td>Senior Design Manager (design consultant)</td>
<td></td>
</tr>
<tr>
<td>Design Manager (design consultant)</td>
<td></td>
</tr>
<tr>
<td>Principal MX Designer / CADD Operator</td>
<td></td>
</tr>
<tr>
<td>Senior Draftsman / CADD or MX Operator</td>
<td></td>
</tr>
<tr>
<td>Experienced Draftsman/CADD or MX operator</td>
<td></td>
</tr>
<tr>
<td>Draftsman/CADD or MX operator</td>
<td></td>
</tr>
<tr>
<td>Principal Hydrologist/Drainage Designer</td>
<td></td>
</tr>
<tr>
<td>Senior Hydrologist/Drainage Designer</td>
<td></td>
</tr>
<tr>
<td>Experienced Hydrologist/Drainage Designer</td>
<td></td>
</tr>
<tr>
<td>Hydrologist/Drainage Designer</td>
<td></td>
</tr>
<tr>
<td>Principal Geotechnical Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Senior Geotechnical Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Experienced Geotechnical Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Geotechnical Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Senior Geotechnical Field Supervisor</td>
<td></td>
</tr>
<tr>
<td>Geotechnical Field Supervisor</td>
<td></td>
</tr>
<tr>
<td>Laboratory Technician</td>
<td></td>
</tr>
<tr>
<td>Principal Pavements Design Engineer</td>
<td></td>
</tr>
<tr>
<td>Senior Pavements Design Engineer</td>
<td></td>
</tr>
<tr>
<td>Experienced Pavements Design Engineer</td>
<td></td>
</tr>
<tr>
<td>Pavements Design Engineer</td>
<td></td>
</tr>
<tr>
<td>Principal Environmental Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Senior Environmental Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Experienced Environmental Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Environmental Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Principal Urban/Landscape Design Architect</td>
<td></td>
</tr>
<tr>
<td>Senior Urban/Landscape Design Architect</td>
<td></td>
</tr>
<tr>
<td>Experienced Urban/Landscape Design Architect</td>
<td></td>
</tr>
<tr>
<td>Principal Utilities Designer/Manager</td>
<td></td>
</tr>
<tr>
<td>Senior Utilities Designer/Manager</td>
<td></td>
</tr>
<tr>
<td>Experienced Utilities Designer/Manager</td>
<td></td>
</tr>
<tr>
<td>Utilities Designer/Manager</td>
<td></td>
</tr>
<tr>
<td>Graduate Engineer/Scientist</td>
<td></td>
</tr>
<tr>
<td>Senior Administrator</td>
<td></td>
</tr>
<tr>
<td>Administration Assistant</td>
<td></td>
</tr>
</tbody>
</table>
Project Director (design consultant)
Typically has greater than 15 years experience in major road and bridge design projects. The Project Director (design consultant) must have (as a minimum) an appropriate bachelor degree qualification, and must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

Senior Design Manager (design consultant)
Typically has greater than 15 years experience in major road and bridge design projects. The Senior Design Manager (design consultant) must have (as a minimum) an appropriate bachelor degree qualification, and must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

Design Manager (design consultant)
Typically has greater than 10 years experience in major road and bridge design projects. The Design Manager (design consultant) must have (as a minimum) an appropriate bachelor degree qualification, and must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

Hierarchy of Skills/Experience
All engineers nominated within the schedule must have (as a minimum) a bachelor degree in an appropriate field of engineering (being, unless otherwise agreed by RMS, civil, environmental, structural or geotechnical engineering). All scientists nominated within the schedule must have (as a minimum) a bachelor degree in an appropriate field of science.

1. Principal – Typically greater than 15 years experience in major road and bridge projects in the same or similar role to that nominated. Must have had a high performance within positions held, and appropriate formal education level for the position. Resource must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

2. Senior - Senior resource with greater than 10 years experience in road and bridge projects in a similar role to that nominated. Must have had high performance within positions held, and appropriate formal education level for position. Resource must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

3. Experienced – Resource with greater than 5 years experience in major road and bridge projects in a similar role to that nominated. Must have appropriate formal education level for position. Resource must have worked on road or bridge projects in a similar role to that nominated within the last 5 years.

4. Designer/Engineer/Scientist - Qualified resource with greater than 2 years of relevant and recent (within past 5 years) experience.

5. Graduate / Qualified – Resource has achieved relevant qualification and is working as a professional.

4. Margin for Variations
Where the adjustment to the Design Contract Sum is to be made as a result of valuing Variations under clause 15.4(e)(i) or clause 15.4(e)(iii) of this deed, the total amount to be added to the reasonable cost of the relevant work (exclusive of GST) on account of off-site overheads and profit margin is 10%, regardless of whether the adjustment to the Design Contract Sum is to be an increase or a decrease.
**Schedule 3**

**Construction Payment Schedule**

*(clause 23.2 (definition of "Construction Payment Schedule"))*

---

**Cost Centre 1 Preliminaries and General Requirements**

This Cost Centre 1 is for payment for all those obligations and ongoing activities throughout this deed not associated directly with any other Cost Centre in the Construction Payment Schedule or any Milestone in the Design Payment Schedule.

Typical items include initial capital investment in plant and equipment; provision and maintenance of offices; workshops and vehicles; community liaison activities; overall site management; provision of performance undertakings, guarantees and insurances; quality assurance management and construction verification, testing and commissioning; providing ER and Project Verifier’s services, monitoring and protecting the environment; programming and monitoring of progress; providing photographs and videos; final removal of facilities and cleaning up of the Construction Site and other work areas; and general contingencies for risks required to be carried by the Contractor, and not otherwise included elsewhere.

*Note to RMS: RMS is to modify Schedule 3 and insert relevant details, as applicable for each project and prior to inviting tenders. Tenderer’s Returnable details are to be inserted when awarding the contract*

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Mobilisation and demobilisation of general plant, equipment, personnel and establishment of site facilities (including the Project Verifier’s site facilities).</td>
<td></td>
</tr>
</tbody>
</table>
| 1.2       | Provision of the following:  
  a) Insurances, fees, levies  
  b) Long Service Levy  
  c) Bank guarantees  
  d) Initial dilapidation surveys  
  e) Final dilapidation surveys | |
| 1.3       | Provision of all staff | |
| 1.4       | Provision and maintenance of all site accommodation, site laboratories and equipment and site vehicles (including the Project Verifier’s site facilities) | |
| 1.5       | Attendance by designers at the Contractor's construction activities | |
| 1.6       | Provision of Project Verifier’s construction verification services:  
  a) Project Verifier's Fee  
  b) Contractor's margin and contingency | [Refer to clause 3.2(g) and 3.2(i) of the RFT] |
| 1.7       | Provision of requirements in respect of safety, traffic control, site security and other risks and obligations not included elsewhere | |
| 1.8       | Project Plans:  
  a) Prepare, initially submit and amend Project Plans  
  b) Ongoing development, amendment and updating of Project Plans | |
<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.9</td>
<td>Provision of Environmental Representative's construction phase services:</td>
<td>[Refer to clause 3.2(g) and 3.2(i) of the RFT]</td>
</tr>
<tr>
<td></td>
<td>a) Environmental Representative's Fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Contractor's margin and contingency</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Maintenance during construction</td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>As constructed drawings</td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>Additional and/or balancing items required to complete the work in this cost centre, including site investigations, environmental monitoring and environmental plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL (Excl. GST)</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Payment Constraints**

1. For Milestones 1.3, 1.4, 1.5, 1.6, 1.7, 1.8(b), 1.9, 1.10 and 1.12 the proportion of the value of the Milestone that will be certified for any monthly payment under clause 18.2 of this deed will be in the same proportion as the value certified for that monthly payment with respect to Cost Centres 2 to 8 is to the total value of Cost Centres 2 to 8.

2. For Milestone 1.1 mobilisation shall be considered as 70% of the Milestone and demobilisation as 30%.

3. For Milestone 1.2, certification will be made as the relevant certificates, payment receipts, letters or reports are provided.

4. With respect to any Milestone, except for 1.1, 1.2 and 1.8, in this Preliminaries and General Requirements schedule, RMS is not obliged to pay the Contractor any more than 98.75% of the value of the Milestone until the Contractor has provided all "as constructed drawings" relating to the Milestone 1.11.
Cost Centre 2  Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping

[RMS to insert details of relevant section of roadway, prior to inviting tenders]

The work of this Cost Centre 2 comprises all permanent and Temporary Works, including interchanges and intersections and excluding the bridges identified in Cost Centre 7, associated with the construction of the Project Works between the [RMS to insert details], including the connections to the existing traffic network.

The work also includes any traffic adjustments required to maintain existing access and traffic flows.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Traffic management and control Works</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Fauna fencing</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Fencing (excluding fauna fencing):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Road reserve/property boundary fencing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) All other fencing</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Environmental works, erosion and sediment control, topsoil stripping and stockpiling, surface drainage</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Foundation treatments</td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>Cuttings and embankments</td>
<td></td>
</tr>
<tr>
<td>2.8</td>
<td>Subgrade and sub-pavement drainage</td>
<td></td>
</tr>
<tr>
<td>2.9</td>
<td>Batter protection</td>
<td></td>
</tr>
<tr>
<td>2.10</td>
<td>Noise attenuation measures</td>
<td></td>
</tr>
<tr>
<td>2.11</td>
<td>Other structures:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Drainage culverts and structures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Fauna crossings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Retaining walls</td>
<td></td>
</tr>
<tr>
<td>2.12</td>
<td>Pavement</td>
<td></td>
</tr>
<tr>
<td>2.13</td>
<td>Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc</td>
<td></td>
</tr>
<tr>
<td>2.14</td>
<td>Urban design and landscaping:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Installation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Maintenance</td>
<td></td>
</tr>
<tr>
<td>2.15</td>
<td>Additional and/or balancing items required to complete the Works</td>
<td></td>
</tr>
<tr>
<td>Local Road Works</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.16</td>
<td>Local Road Works (excluding bridges):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Roadworks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Additional and/or balancing items required to complete the Local Road Works</td>
<td></td>
</tr>
<tr>
<td>Property Works</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.17</td>
<td>Property Works</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payment Constraints

1. With respect to any Milestone in this Cost Centre 2:
   (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out
in accordance with this deed; and
(b) notwithstanding paragraph (a):
   (i) the Contractor may not make any claim for payment for progressive completion
       of a Milestone in any month where the value of the work carried out on that
       Milestone is less than 2½ percent of the total value of the Milestone; and
   (ii) RMS will not be obliged to make any payment to the Contractor in any month
       for any Milestone where the amount which would otherwise be payable in that
       month for that Milestone is less than 2½ percent of the total value of the
       Milestone.

2. Until completion of removal of Temporary Works, reinstatement and landscaping of this
   Cost Centre 2, RMS is not obliged to pay the Contractor under this Cost Centre 2 any more
   than 95% of the total value of this Cost Centre 2.

3. Environmental mitigation measures and surface drainage in this Cost Centre 2 must
   be complete prior to either the foundation treatments or cuttings and embankments
   construction in this Cost Centre reaching the stage of 20% complete. Payment will not be
   made for foundation treatments or cuttings and embankments construction in excess of this
   20% limit until the environmental mitigation measures and surface drainage is complete.

4. Fencing on the road reserve / property boundaries must be complete in this Cost Centre prior
   to any payment under this Cost Centre.
Cost Centre 3  Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping

[RMS to insert detail of relevant section of roadway, prior to inviting tenders]

The work of this Cost Centre 3 comprises all permanent and Temporary Works, including interchanges and intersections and excluding the bridges identified in Cost Centre 7, associated with the construction of the Project Works between [RMS to insert details], including the connections to the existing traffic network.

The work also includes any traffic adjustments required to maintain existing access and traffic flows.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Traffic management and control</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Fauna fencing</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Fencing (excluding fauna fencing):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Road reserve/property boundary fencing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) All other fencing</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Environmental works, erosion and sediment control, topsoil stripping and stockpiling, surface drainage</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>Foundation treatments</td>
<td></td>
</tr>
<tr>
<td>3.7</td>
<td>Cuttings and embankments</td>
<td></td>
</tr>
<tr>
<td>3.8</td>
<td>Subgrade and sub-pavement drainage</td>
<td></td>
</tr>
<tr>
<td>3.9</td>
<td>Batter protection</td>
<td></td>
</tr>
<tr>
<td>3.10</td>
<td>Noise attenuation measures</td>
<td></td>
</tr>
<tr>
<td>3.11</td>
<td>Other structures:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Drainage culverts and structures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Fauna crossings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Retaining walls</td>
<td></td>
</tr>
<tr>
<td>3.12</td>
<td>Pavement</td>
<td></td>
</tr>
<tr>
<td>3.13</td>
<td>Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc</td>
<td></td>
</tr>
<tr>
<td>3.14</td>
<td>Urban design and landscaping:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Installation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Maintenance</td>
<td></td>
</tr>
<tr>
<td>3.15</td>
<td>Additional and/or balancing items to complete the Works</td>
<td></td>
</tr>
<tr>
<td>3.16</td>
<td>Local Road Works (excluding bridges):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Roadworks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Additional and/or balancing items required to complete the Local Road Works</td>
<td></td>
</tr>
<tr>
<td>3.17</td>
<td>Property Works</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL (Excl. GST)</td>
<td></td>
</tr>
</tbody>
</table>

Payment Constraints:
1. With respect to any Milestone in this Cost Centre 3:
   (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out
in accordance with this deed; and

(b) notwithstanding paragraph (a):

(i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2 ½ percent of the total value of the Milestone; and

(ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2 ½ percent of the total value of the Milestone.

2. Until completion of removal of Temporary Works, reinstatement and landscaping of this Cost Centre 3, RMS is not obliged to pay the Contractor under this Cost Centre 3 any more than 95% of the total value of this Cost Centre 3.

3. Environmental mitigation measures and surface drainage in this Cost Centre 3 must be complete prior to either the foundation treatments or cuttings and embankments construction in this Cost Centre reaching the stage of 20% complete. Payment will not be made for foundation treatments or cuttings and embankments construction in excess of this 20% limit until the environmental mitigation measures and surface drainage is complete.

4. Fencing on the road reserve / property boundaries must be complete in this Cost Centre prior to any payment under this Cost Centre.
**Cost Centre 4  Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping**

[RMS to insert detail of relevant section of roadway, prior to inviting tenders]

The work of this Cost Centre 4 comprises all permanent and Temporary Works, including interchanges and intersections and excluding the bridges identified in Cost Centre 7, associated with the construction of the Project Works between [RMS to insert details], including the connections to the existing traffic network.

The work also includes any traffic adjustments required to maintain existing access and traffic flows.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Traffic management and control Works</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Fauna fencing</td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Fencing (excluding fauna fencing): a) Road reserve/property boundary fencing b) All other fencing</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Environmental works, erosion and sediment control, topsoil stripping and stockpiling, surface drainage</td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>4.6</td>
<td>Foundation treatments</td>
<td></td>
</tr>
<tr>
<td>4.7</td>
<td>Cuttings and embankments</td>
<td></td>
</tr>
<tr>
<td>4.8</td>
<td>Subgrade and sub-pavement drainage</td>
<td></td>
</tr>
<tr>
<td>4.9</td>
<td>Batter protection</td>
<td></td>
</tr>
<tr>
<td>4.10</td>
<td>Noise attenuation measures</td>
<td></td>
</tr>
<tr>
<td>4.11</td>
<td>Other structures: a) Drainage culverts and structures b) Fauna crossings c) Retaining walls</td>
<td></td>
</tr>
<tr>
<td>4.12</td>
<td>Pavement</td>
<td></td>
</tr>
<tr>
<td>4.13</td>
<td>Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc</td>
<td></td>
</tr>
<tr>
<td>4.14</td>
<td>Urban design and landscaping: a) Installation b) Maintenance</td>
<td></td>
</tr>
<tr>
<td>4.15</td>
<td>Additional and/or balancing items required to complete the Works</td>
<td></td>
</tr>
<tr>
<td><strong>Local Road Works</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.16</td>
<td>Local Road Works (excluding bridges): a) Roadworks b) Additional and/or balancing items required to complete the Local Road Works</td>
<td></td>
</tr>
<tr>
<td><strong>Property Works</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.17</td>
<td>Property Works</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL (Excl. GST)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Payment Constraints:**

1. With respect to any Milestone in this Cost Centre 4:
   (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out
in accordance with this deed; and

(b) notwithstanding paragraph (a):

(i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and

(ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.

2. Until completion of removal of Temporary Works, reinstatement and landscaping of this Cost Centre 4, RMS is not obliged to pay the Contractor under this Cost Centre 4 any more than 95% of the total value of this Cost Centre 4.

3. Environmental mitigation measures and surface drainage in this Cost Centre 4 must be complete prior to either the foundation treatments or cuttings and embankments construction in this Cost Centre reaching the stage of 20% complete. Payment will not be made for foundation treatments or cuttings and embankments construction in excess of this 20% limit until the environmental mitigation measures and surface drainage is complete.

4. Fencing on the road reserve / property boundaries must be complete in this Cost Centre prior to any payment under this Cost Centre.
Cost Centre 5 Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping

[RMS to insert detail of relevant section of roadway, prior to inviting tenders]

The work of this Cost Centre 5 comprises all permanent and temporary works, including interchanges and intersections and excluding the bridges identified in Cost Centre 7, associated with the construction of the Project Works between [RMS to insert details], including the connections to the existing traffic network.

The work also includes any traffic adjustments required to maintain existing access and traffic flows.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Traffic management and control Works</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Fauna fencing</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Fencing (excluding fauna fencing): a) Road reserve/property boundary fencing b) All other fencing</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Environmental works, erosion and sediment control, topsoil stripping and stockpiling, surface drainage</td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>5.6</td>
<td>Foundation treatments</td>
<td></td>
</tr>
<tr>
<td>5.7</td>
<td>Cuttings and embankments</td>
<td></td>
</tr>
<tr>
<td>5.8</td>
<td>Subgrade and sub-pavement drainage</td>
<td></td>
</tr>
<tr>
<td>5.9</td>
<td>Batter protection</td>
<td></td>
</tr>
<tr>
<td>5.10</td>
<td>Noise attenuation measures</td>
<td></td>
</tr>
<tr>
<td>5.11</td>
<td>Other structures: a) Drainage culverts and structures b) Fauna crossings c) Retaining walls</td>
<td></td>
</tr>
<tr>
<td>5.12</td>
<td>Pavement</td>
<td></td>
</tr>
<tr>
<td>5.13</td>
<td>Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc</td>
<td></td>
</tr>
<tr>
<td>5.14</td>
<td>Urban design and landscaping: a) Installation b) Maintenance</td>
<td></td>
</tr>
<tr>
<td>5.15</td>
<td>Additional and/or balancing items required to complete the Works</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Local Road Works</strong></td>
<td></td>
</tr>
<tr>
<td>5.16</td>
<td>Local Road Works (excluding bridges): a) Roadworks b) Additional and/or balancing items required to complete the Local Road Works</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Property Works</strong></td>
<td></td>
</tr>
<tr>
<td>5.17</td>
<td>Property Works</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL (Excl. GST)</strong></td>
<td></td>
</tr>
</tbody>
</table>
Payment Constraints:

1. With respect to any Milestone in this Cost Centre 5:
   (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed; and
   (b) notwithstanding paragraph (a):
      (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and
      (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.

2. Until completion of removal of Temporary Works, reinstatement and landscaping of this Cost Centre 5, RMS is not obliged to pay the Contractor under this Cost Centre 5 any more than 95% of the total value of this Cost Centre 5.

3. Environmental mitigation measures and surface drainage in this Cost Centre 5 must be complete prior to either the foundation treatments or cuttings and embankments construction in this Cost Centre reaching the stage of 20% complete. Payment will not be made for foundation treatments or cuttings and embankments construction in excess of this 20% limit until the environmental mitigation measures and surface drainage is complete.

4. Fencing on the road reserve / property boundaries must be complete in this Cost Centre prior to any payment under this Cost Centre.
Cost Centre 6  Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping

[RMS to insert detail of relevant section of roadway, prior to inviting tenders]

The work of this Cost Centre 6 comprises all permanent and Temporary Works, including interchanges and intersections and excluding the bridges identified in Cost Centre 7, associated with the construction of the Project Works between [RMS to insert details] of Project Works and Temporary Works, including the connections to the existing traffic network.

The work also includes any traffic adjustments required to maintain existing access and traffic flows.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Traffic management and control Works</td>
<td></td>
</tr>
<tr>
<td>6.2</td>
<td>Fauna fencing</td>
<td></td>
</tr>
</tbody>
</table>
| 6.3       | Fencing (excluding fauna fencing):  
a) Road reserve/property boundary fencing  
b) All other fencing |                     |
| 6.4       | Environmental works, erosion and sediment control, topsoil stripping and stockpiling, surface drainage |                     |
| 6.5       | Demolition |                     |
| 6.6       | Foundation treatments |                     |
| 6.7       | Cuttings and embankments |                     |
| 6.8       | Subgrade and sub-pavement drainage |                     |
| 6.9       | Batter protection |                     |
| 6.10      | Noise attenuation measures |                     |
| 6.11      | Other structures:  
a) Drainage culverts and structures  
b) Fauna crossings  
c) Retaining walls |                     |
| 6.12      | Pavement |                     |
| 6.13      | Furniture, medians, barriers, signage, linemarking, telephones, bus shelters etc |                     |
| 6.14      | Urban design and landscaping:  
a) Installation  
b) Maintenance |                     |
| 6.15      | Additional and/or balancing items required to complete the Works |                     |
| Local Road Works |                     |
| 6.16      | Local Road Works (excluding bridges):  
a) Roadworks  
b) Additional and/or balancing items required to complete the Local Road Works |                     |
| Property Works |                     |
| 6.17      | Property Works |                     |

TOTAL (Excl. GST)

Payment Constraints:
1. With respect to any Milestone in this Cost Centre 6:
   (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the
Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed; and

(b) notwithstanding paragraph (a):

(i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and

(ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.

2. Until completion of removal of Temporary Works, reinstatement and landscaping of this Cost Centre 6, RMS is not obliged to pay the Contractor under this Cost Centre 6 any more than 95% of the total value of this Cost Centre 6.

3. Environmental mitigation measures and surface drainage in this Cost Centre 6 must be complete prior to either the foundation treatments or cuttings and embankments construction in this Cost Centre reaching the stage of 20% complete. Payment will not be made for foundation treatments or cuttings and embankments construction in excess of this 20% limit until the environmental mitigation measures and surface drainage is complete.

4. Fencing on the road reserve/property boundaries must be complete in this Cost Centre prior to any payment under this Cost Centre.
Cost Centre 7    Bridges

The work of this Cost Centre 7 comprises all work associated with bridges.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main carriageway bridges</td>
<td>[RMS to insert details]</td>
<td></td>
</tr>
<tr>
<td>Transverse bridges</td>
<td>[RMS to insert details]</td>
<td></td>
</tr>
<tr>
<td>Other Bridges and Structures:</td>
<td>[RMS to insert details]</td>
<td></td>
</tr>
<tr>
<td>TOTAL (Excl. GST)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payment Constraints:
1. With respect to any Milestone in this Cost Centre 7:
   (a) subject to paragraph (b), RMS will pay the Contractor for progressive completion of the Milestone determined on a monthly basis having regard to the value of work carried out in accordance with this deed; and
   (b) notwithstanding paragraph (a):
      (i) the Contractor may not make any claim for payment for progressive completion of a Milestone in any month where the value of the work carried out on that Milestone is less than 2½ percent of the total value of the Milestone; and
      (ii) RMS will not be obliged to make any payment to the Contractor in any month for any Milestone where the amount which would otherwise be payable in that month for that Milestone is less than 2½ percent of the total value of the Milestone.

2. Work deemed to be included within the value of each bridge includes (where appropriate) work associated with:
   - Fencing, environmental works, Property Works, erosion and sediment control, topsoil stripped and stockpiled;
   - Earthworks;
   - Structures;
   - Pavement and drainage;
   - Furniture, median, barriers signage and linemarking;
   - Landscaping and noise attenuation; and
   - Local Road adjustments.

The value of any bridge not listed in this Cost Centre is deemed to be included in other Cost Centres.
**Cost Centre 8  Landscaping Maintenance**

This Cost Centre 8 covers payment for all Landscaping Maintenance during the Landscaping Maintenance Period. The Contractor is entitled to claim quarterly payments in accordance with the schedule below and upon completion of all Landscaping Maintenance for each quarterly payment period during the Landscaping Maintenance Period.

[Note: Quarterly payment amounts are Tenderer’s Returnable. RMS to insert the amounts when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Payment (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st quarter</td>
<td></td>
</tr>
<tr>
<td>2nd quarter</td>
<td></td>
</tr>
<tr>
<td>3rd quarter</td>
<td></td>
</tr>
<tr>
<td>4th quarter</td>
<td></td>
</tr>
<tr>
<td>Total (Excl. GST)</td>
<td></td>
</tr>
</tbody>
</table>
Cost Centre 9  Provisional Sum Work

The work of this Cost Centre 9 comprises all Provisional Sum Work.

[Note: “Value” amounts are Tenderer’s Returnable. RMS to insert the amounts when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[Telstra]</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>[Electrical Authority]</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>[Water Authority]</td>
<td></td>
</tr>
<tr>
<td>etc</td>
<td>[etc]</td>
<td></td>
</tr>
</tbody>
</table>

Provisional Sum Work (Excl. GST)
### Cost Centres 1 to 9 - Construction Contract Sum

<table>
<thead>
<tr>
<th>Cost Centre</th>
<th>Description</th>
<th>Value (Excl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preliminaries and General Requirements</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - [<em>RMS to insert detail of relevant section of roadway</em>]</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - [<em>RMS to insert detail of relevant section of roadway</em>]</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - [<em>RMS to insert detail of relevant section of roadway</em>]</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - [<em>RMS to insert detail of relevant section of roadway</em>]</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Earthworks, Drainage, Pavement, Roadside Furnishings and Landscaping - [<em>RMS to insert detail of relevant section of roadway</em>]</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Bridges</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Landscaping Maintenance</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Provisional Sum Work</td>
<td></td>
</tr>
</tbody>
</table>

**Construction Contract Sum (Excl. GST)**
Cost Centre 10 Schedule of Daywork Rates and Prices and Margins for Variations

10.1 Rates for Variations directed as Daywork

The hourly and daily rates for the purpose of valuing Variations directed as Daywork under clause 15.4(e)(ii) of this deed for all classes of labour and plant intended for use during the construction phase are listed below. Rates listed below do not include profit margin, off-site overheads or GST. Plant hire rates are inclusive of operators and fuel costs unless identified otherwise.

NOTE TO DOCUMENTER: (Delete this boxed text after customising the table below)

The rates for the labour and plant items listed in the tables below will be provided by the Infrastructure Contracts Branch (ICB) for insertion into Schedule 3.

<table>
<thead>
<tr>
<th>Labour Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item No</strong></td>
</tr>
<tr>
<td>L1.1</td>
</tr>
<tr>
<td>L1.2</td>
</tr>
<tr>
<td>L1.3</td>
</tr>
<tr>
<td>L2.1</td>
</tr>
<tr>
<td>L2.2</td>
</tr>
<tr>
<td>L2.3</td>
</tr>
<tr>
<td>L3.1</td>
</tr>
<tr>
<td>L3.2</td>
</tr>
<tr>
<td>L3.3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plant Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item No</strong></td>
</tr>
<tr>
<td>P1</td>
</tr>
<tr>
<td>P2</td>
</tr>
<tr>
<td>P3</td>
</tr>
<tr>
<td>P4</td>
</tr>
<tr>
<td>P5</td>
</tr>
<tr>
<td>P6</td>
</tr>
<tr>
<td>P7</td>
</tr>
<tr>
<td>P8</td>
</tr>
<tr>
<td>P9</td>
</tr>
<tr>
<td>Item No</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>P10</td>
</tr>
<tr>
<td>P11</td>
</tr>
<tr>
<td>P12</td>
</tr>
<tr>
<td>P13</td>
</tr>
<tr>
<td>P14</td>
</tr>
<tr>
<td>P15</td>
</tr>
<tr>
<td>P16</td>
</tr>
<tr>
<td>P17</td>
</tr>
<tr>
<td>P18</td>
</tr>
<tr>
<td>P19</td>
</tr>
<tr>
<td>P20</td>
</tr>
<tr>
<td>P21</td>
</tr>
<tr>
<td>P22</td>
</tr>
<tr>
<td>P23</td>
</tr>
<tr>
<td>P24</td>
</tr>
<tr>
<td>P25</td>
</tr>
<tr>
<td>P26</td>
</tr>
<tr>
<td>P27</td>
</tr>
<tr>
<td>P28</td>
</tr>
<tr>
<td>P29</td>
</tr>
<tr>
<td>P30</td>
</tr>
<tr>
<td>P31</td>
</tr>
<tr>
<td>P32</td>
</tr>
<tr>
<td>P33</td>
</tr>
<tr>
<td>P34</td>
</tr>
<tr>
<td>P35</td>
</tr>
<tr>
<td>P36</td>
</tr>
<tr>
<td>P37</td>
</tr>
<tr>
<td>P38</td>
</tr>
<tr>
<td>P39</td>
</tr>
<tr>
<td>P40</td>
</tr>
<tr>
<td>P41</td>
</tr>
<tr>
<td>P42</td>
</tr>
</tbody>
</table>
10.2 Procedure for valuing Variations directed as Daywork

(a) If the RMS Representative directs that a Variation be carried out as Daywork, the RMS Representative may direct the amount, type and conditions of use of labour, plant and materials to be used in the Variation.

(b) The Contractor must record the particulars of all resources used by the Contractor each day in carrying out the Variation. The method of recording the resources must be agreed in advance by the RMS Representative.

(c) When submitting a claim for payment for the Variation in a progress claim under clause 18.2 of this deed, the Contractor must submit the records and all time sheets, wages sheets, invoices, receipts and other documents that are necessary to support the claim for payment for the Variation.

(d) The RMS Representative must assess the value of the Variation to be paid to the Contractor in respect of each progress claim and in making its assessment must have regard to the following:

(i) the amount of wages and allowances for labour calculated by multiplying the hourly rate of the nearest appropriate labour classification in this Schedule, by the relevant labour hours worked on the Variation;

(ii) the amount of hire charges for construction plant and vehicles hired from third parties or owned by the Contractor, calculated by multiplying the hourly rate of the nearest appropriate construction plant and vehicle classification in this Schedule, by the relevant plant or vehicle hours worked on the Variation;

(iii) where there is no appropriate construction plant or vehicles listed in this Schedule, then the reasonable actual amount of hire charges for that construction plant and vehicles hired from third parties or owned by the Contractor as recorded on invoices or other relevant documentation;

(iv) the reasonable actual mobilisation and demobilisation costs of construction plant and vehicles (where brought to Site only for the directed Daywork);

(v) the reasonable costs to the Contractor of Subcontractor work involved in carrying out the Variation;

(vi) the reasonable actual cost at the Site of all materials; and

(vii) the reasonable actual cost of additional supervisory and administrative staff brought to the Site only for the directed Daywork.

(e) Assessment by the RMS Representative of the value of a Variation carried out as Daywork will include valuation of all reasonable and necessary costs incurred of personnel, plant, vehicles, Subcontractors, and materials used by the Contractor in carrying out the Variation as instructed by the RMS Representative, subject to:

(i) the valuation of the Variation will only include costs for actual time of any resources which are employed on the Variation; and

(ii) the costs of supervisory, technical and administrative personnel that are normally engaged on the Works and continue to be so during the Daywork will not be included in the RMS Representative’s assessment of the valuation of the Variation.

(f) Subject to clause 10.2(e) and clause 10.3(a), no other costs are to be included in the RMS Representative’s valuation of the Variation carried out by Daywork, other than those costs outlined in clause 10.2(d).

10.3 Margins for Variations

(a) Where the adjustment to the Construction Contract Sum is to be made as a result of valuing a Variation as Daywork under clause 15.4(e)(ii) of this deed, the total amount to be added to the reasonable cost of the relevant work (exclusive of GST) on account of all additional overheads and profit margin is 12%.

(b) Where the adjustment to the Construction Contract Sum is to be made as a result of valuing a Variation under clause 15.4(e)(iii) of this deed, the total amount to be added to the reasonable cost of the relevant work (exclusive of GST) on account of off-site overheads and profit margin is 10%, regardless of whether the adjustment to the Construction Contract Sum is to be an increase or a decrease.
Schedule 4
Construction Rise and Fall
(Clause 23.2 (definition of "Construction Rise and Fall"))

1 Method of cost adjustment

1.1 Each payment under clause 18 in respect of the Construction Contract Sum will be adjusted in accordance with this paragraph 1.

1.2 The method of adjustment is as follows (in the order set out below):

1.2.1 Deduct from the value of the payment schedule referable to the Construction Contract Sum otherwise proposed to be made by RMS under clause 18.2 the sum of:
   A. the value of the immediately preceding payment schedule referable to the Construction Contract Sum; and
   B. amounts payable to the Contractor for items referred to in paragraph 5 for work carried out in performance of the Contractor's Work and incorporated in the Project Works since the date of the immediately preceding payment schedule.

1.2.2 Multiply the result by the Costs Adjustment Factor in paragraph 2.

1.2.3 If the net Costs Adjustment Factor is positive, add the result to the value of the payment to be made.

1.2.4 If the net Costs Adjustment Factor is negative, subtract the result from the value of the payment to be made.

2 Costs adjustment formula

2.1 Subject to paragraph 3, the Costs Adjustment Factor is determined by the following formula:

\[
C = r \left( \frac{R_n}{R_o} \times \frac{X_n - X_o}{100 + X_o} + \frac{R_n}{R_o} \times \frac{Y_n - Y_o}{100 + Y_o} \right) + 0.85 \left( \frac{R_n - R_o}{R_o} \right)
\]

where

- \( C \) = Costs Adjustment Factor
- \( r \) = Labour costs proportion of the Construction Contract Sum which for the purposes of this paragraph is 0.425 only for bridge construction contracts (and the bridge construction portion of combined road and bridge construction contracts) and 0.350 only for roadworks, earthworks and drainage contracts (and the roadworks construction portion of combined road and bridge construction contracts).
- \( R_n \) = Road and Bridge Construction New South Wales Index Number 3101, which is in 6427.0 - Producer Price Indexes, Australia Division E Table 17 as published by the Australian Bureau of Statistics applicable to the calendar month immediately preceding the last calendar month in which the work the subject of the relevant payment schedule was carried out.
- \( R_o \) = Road and Bridge Construction New South Wales Index Number 3101, which is in 6427.0 - Producer Price Indexes, Australia Division E Table 17 as published by the Australian Bureau of Statistics applicable to the calendar month preceding the calendar month during which tenders closed.
- \( X_n \) = Current Payroll Tax Rate, which is the rate per centum payable on wages under New South Wales legislation imposing payroll tax applicable to the calendar month immediately preceding the last calendar month in which the work the subject of the relevant payment schedule was carried out.
- \( X_o \) = Base Payroll Tax Rate, which is the rate per centum payable on wages.
under New South Wales legislation imposing payroll tax applicable as at the calendar month immediately preceding the calendar month during which tenders closed.

Yn = Current Workers' Compensation Premium Rate, which is the rate shown in Table A Division E Subdivision 41 of the Workers' Compensation Act 1987, Insurance Premiums Order for Road and Bridge Construction (Group 412 Class 412100) applicable as at the calendar month immediately preceding the last calendar month in which the work the subject of the relevant payment schedule was carried out.

Yo = Base Workers' Compensation Premium Rate, which is the rate shown in Table A Division E Subdivision 41 of the Workers' Compensation Act 1987, Insurance Premiums Order for Road and Bridge Construction (Group 412 Class 412100) applicable on the first day of the calendar month immediately preceding the calendar month during which tenders closed.

NOTE: Rates published by Australian Bureau of Statistics are for quarterly periods and the rate for the calendar month will be the rate for the quarter containing that calendar month.

3 Adjustment of new rates

3.1 If RMS directs a Variation Order under clause 15.2 which is not of the same class of works referred to in schedule 3, every payment made under clause 18 for the relevant Variation will be adjusted in the following manner:

3.1.1 the value of the Contractor's Work to be stated by the RMS Representative in a payment schedule under clause 18.2 will be multiplied by the Costs Adjustment Factor referred to in paragraph 2 as varied by paragraph 3.1.3;

3.1.2 the amount which is produced as a result of the operation of paragraph 3.1.1 will, where the Costs Adjustment Factor (as varied by this paragraph) is positive, be added to, or where the Cost Adjustment Factor (as varied by this paragraph) is negative, be subtracted from the value of the Contractor's Work to be stated by the RMS Representative in the payment schedule under clause 18.2 in respect of the Contractor's Work; and

3.1.3 for the purposes of paragraph 3, the words "the calendar month in which the Contractor submitted or the RMS Representative stated the rate or price referred to in paragraph 3" replace the words "the calendar month during which tenders closed" in the definition of each of the terms "Ro", "Xo" and "Yo" in paragraph 2.

4 Index Numbers as first published

The Index Numbers referred to in this paragraph as being published by the Australian Bureau of Statistics are the numbers as first published for a particular month by the Australian Bureau of Statistics. For the purposes of this paragraph, those numbers are not subject to alteration following publication of revised, amended or corrected numbers.

5 Items not to be adjusted

Payments made to the Contractor for the following items will not be adjusted at all:

5.1 extra work as a result of a Variation directed by the RMS Representative under clause 15.2 to be executed by the Contractor at a price or prices agreed between RMS and the Contractor in accordance with clause 15.4(d) unless the agreement expressly provides for cost adjustment;

5.2 extra work as a result of a Variation directed by the RMS Representative under clause 15.2 and valued under clause 15.4(e)(i) or clause 15.4(e)(iii) unless notified otherwise by the RMS Representative; and

5.3 items subject to a separate cost adjustment under paragraph 6.
6 **Cost adjustment for the supply of bitumen**

6.1 The Construction Contract Sum will be subject to adjustments for variations in the cost of bitumen supplied by the Contractor. The adjustment must be effected in the payment claims submitted by the Contractor in accordance with clause 18.2 and the payment schedules issued under clause 18.2.

6.2 Any cost adjustment under this paragraph 6 will be calculated from the formula:

\[ D = (C - B) \times A \]

where -

- **A** = the quantity of bitumen derived from -
  1. The calculation of residual bitumen at 15 degrees Centigrade where the product is sprayed bituminous surfacing or a tack coat.
  2. The approved design binder content where the product is asphalt.
  3. The approved residual binder content where the product is a bituminous slurry surfacing.

- **B** = the Price of Class 170 bitumen applicable on the last day of the month immediately preceding the month during which the tenders closed;

- **C** = the Price of Class 170 bitumen on the last day of the month immediately preceding the month during which the work is performed; and

- **D** = the applicable cost adjustment for this payment claim.

The Price of Class 170 bitumen will be the average of the prices for the suppliers contracted to supply RMS on its panel contract for the Supply of Bitumen and Related Products.

7 **No other costs adjustment**

Unless expressly provided elsewhere in this deed, there is no adjustment for any costs changes except as provided by paragraphs 1-6 inclusive. The Contractor accepts the provisions under paragraphs 1-6 inclusive in full compensation for all costs changes which occur after the closing date of tenders irrespective of their nature and including those consequent upon alteration in the standard working hours and industrial conditions applicable to or prescribed for any industry generally by an Act, Court, Commission or Authority.
Schedule 5

Contractor’s Statement and Supporting Statement
(clause 18.2(a)(ii)C)

1. Contractor’s Statement

![Contractor Statement Form]

This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (see Notes 1 & 5 overhead). RMS is entitled to withhold payment until this Statement is provided (see Note 2).

Details

<table>
<thead>
<tr>
<th>Contractor’s Legal Name</th>
<th>Contractor’s Trading / Business Name</th>
<th>Contractor’s ABN</th>
<th>Contractor’s ACN</th>
<th>Contractor’s Address</th>
</tr>
</thead>
</table>

Period of Work this Statement applies to

From: __________ To: __________

Invoice or Payment Claim Numbers this applies to: 

Invoice or Payment Claim Dates this Statement applies to: 

Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (see Notes 3 & 4).

Declaration

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

- All workers engaged by the Contractor in respect of the works have been paid (see Note 8);
- All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or
- the Contractor is an exempt employer for workers compensation purposes (see Note 7);
- The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees; or
- the Contractor is not required to be registered;
- The Contractor has not engaged any subcontractors for the works, or
- The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true);
- I am authorised to make this declaration and I am in a position to know the truth of its contents.

Signature of Authorised Person: __________________________

Name of Signatory (print): __________________________

Date: __________________________

Position / Job Title of Signatory (print - see Note 4): __________________________
Notes for Contractor's Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to “Subcontractor” and “Principal Contractor” in the legislation mentioned below have been changed in this Statement to “Contractor” and “RMS” respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the Industrial Relations Act 1996 (“IRA”), section 175B of the Workers Compensation Act 1987 (“WCA”) and Schedule 2 Part 5 of the Payroll Tax Act 2007 (“PTA”). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

   a. all 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; and
   
   b. all remuneration payable to relevant employees for work under the contract has been paid; and
   
   c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor’s principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than $7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:


Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

Further Information

2. Supporting Statement

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.

The Contractor is a “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes Building and Construction Industry Security of Payment Regulation 2008 cl 4A

Main Contract

Head contractor: ____________________________________________________________

(Business name of the head contractor)

ABN __________________________ ACN _________________________________

Of ____________________________________________________________

(Address of Contractor)

has entered into a contract with Roads and Maritime Services

Contract description _______________________________________________________

Contract number/identifier _______________________________________________________

Subcontracts

The head contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: ___________ and _________ inclusive,

subject of the payment claim dated: ___________

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 to the Supporting Statement

Schedule of subcontractors paid all amounts due and payable

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>ABN</th>
<th>Contract number/identifier</th>
<th>Date of works (period)</th>
<th>Payment claim dated (head contractor claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>ABN</th>
<th>Contract number/identifier</th>
<th>Date of works (period)</th>
<th>Payment claim dated (head contractor claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes for Supporting Statement

Offences for False Statement
In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information
These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.
## Unconditional Undertaking

*(clause 8.1(a)*

<table>
<thead>
<tr>
<th>This deed poll (&quot;Undertaking&quot;)</th>
<th>made the</th>
<th>day of</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>in favour of:</td>
<td></td>
<td>ROADS AND MARITIME SERVICES, (ABN 76 236 371 088) (&quot;the Principal&quot;)</td>
<td></td>
</tr>
<tr>
<td>given by:</td>
<td></td>
<td>[Insert name of Financial Institution](&quot;Financial Institution&quot;)</td>
<td></td>
</tr>
</tbody>
</table>

**The Contractor:** » [Insert Contractor’s name]

**ABN:** » [Insert Contractor’s ABN]

**Security Amount:** » $……………………………………….

**The Contract:** The Project Deed between the Principal and the Contractor

**Contract Title:** » [Insert project description]

**Contract Number:** » [Insert contract number]

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

### Undertaking

1. At the request of the Contractor and the Financial Institution, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.

2. The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the Contractor and despite any notice from the Contractor not to pay.

3. The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.

4. This Undertaking continues until one of the following occurs:
   4.1 the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
   4.2 this Undertaking is returned to the Financial Institution; or
   4.3 the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.

5. At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking (or a lesser sum specified by the Principal), and the liability of the Financial Institution will then immediately end.
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 date], and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:

________________________________________
Signature of Attorney

________________________________________
Signature of Witness

________________________________________
Name of Witness in full

________________________________________
Name of Attorney in full

________________________________________
Name of Witness in full
Schedule 7

Parent Company Guarantee

Deed of Guarantee and Indemnity
made at ____________________________ on ____________________________ 20____
between ROADS AND MARITIME SERVICES, ABN 76 236 371 088 of 20-44
Ennis Road Milsons Point NSW 2061
(Beneficiary)
and [insert Guarantor's name] (ABN [insert Guarantor's ABN]) of [insert
Guarantor's address] (Guarantor)

Recitals

A The Beneficiary has agreed to enter into the Contract with the Contractor on the
condition that the Guarantor provides this Deed.
B The Guarantor considers that by providing this Deed there will be a commercial benefit
flowing to the Guarantor.

This Deed witnesses

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Contract means the deed dated on or about the date of this Deed between the Beneficiary
and the Contractor for the design and construction of the [insert project description].

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

Contractor's Obligations means the due and punctual performance by the Contractor
of all of its liabilities, obligations and agreements (present or future, actual or contingent) to
the Beneficiary pursuant to or in connection with the Contract and each other Transaction
Document but excluding all of the Contractor's Obligations with respect to payment of the
Guaranteed Money.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation, guarantee
(including the guarantee under this Deed), indemnity, letter of credit, letter of comfort,
performance bond or other avoidance against loss which secures any obligation which is or
may be or becomes owing by any other Relevant Person to the Guarantor.

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

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

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

Material Adverse Effect means, in respect of a person, a material adverse effect on:
(a) its business, assets or financial condition; or
(b) its ability to perform its obligations under any Transaction Document.

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

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

**Specified Rate** means 2% above the Overdraft Index Rate fixed from time to time by the Commonwealth Bank of Australia.

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

**Transaction Document** means each of:
(a) this Deed;
(b) the Contract;
(c) any other document which the Guarantor and the Beneficiary so designate in writing;
(d) each other document contemplated by or required in connection with any of the above or the transactions they contemplate; and
(e) each document entered into for the purpose of amending, novating, restating or replacing any of the above.

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

1.2 **The Contract**

Defined words and expressions used in this Deed have the meanings given to them in the Contract.

1.3 **Interpretation**

In this Deed unless the context indicates a contrary intention:
(a) if the "Contractor" is more than one person, "Contractor" means each of them severally and every two or more of them jointly;
(b) if the Guarantor is more than one person, "Guarantor" means each of them severally and every two or more of them jointly;
(c) "person" includes an individual, a body politic, a corporation and a statutory or other authority or association whether incorporated or unincorporated;
(d) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
(e) a reference to any document or agreement is to such document or agreement as amended, novated, supplemented or replaced from time to time;
(f) the singular includes the plural (and vice versa) and words denoting a given gender include all other genders;
(g) headings are for convenience only and do not affect interpretation; and
(h) unless otherwise stated, a reference to any amount is a reference to all or part of the amount.

1.4 **No contra proferentem**

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

2. **Guarantee**

2.1 **Guarantee**

The Guarantor irrevocably and unconditionally guarantees to the Beneficiary:
(a) the due and punctual payment by the Contractor of the Guaranteed Money; and
(b) the due and punctual performance by the Contractor of all of the Contractor's Obligations.
2.2 Payment of Guaranteed Money

If the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Beneficiary the Guaranteed Money which is then due and payable.

2.3 Perform obligations

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

3. Indemnity

Subject to clause 3A, as a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Beneficiary and at all times to keep the Beneficiary indemnified against any loss or damage suffered by the Beneficiary arising out of or in connection with:

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

3A. Limitation

(a) Notwithstanding any other clause in this Deed but subject to paragraphs (b) and (c) below:
   (i) the aggregate liability of the Guarantor under this Deed will not exceed the aggregate liability of the Contractor under the Contract;
   (ii) the liability of the Guarantor under this Deed in connection with a breach of the Contract by the Contractor shall not be greater than the liability of the Contractor under the Contract in respect of the breach;
   (iii) nothing in this Deed is intended to render the Contractor and the Guarantor liable for the same loss twice for the one breach of the Contract by the Contractor; and
   (iv) payment by one of the Contractor or the Guarantor to or in favour of the Beneficiary shall be deemed to be good discharge against the Beneficiary in respect of that payment.

(b) The limitation of liability under this clause 3A does not apply to liability to pay any GST in accordance with clause 7.3 of this Deed or otherwise.

(c) Nothing in this clause shall limit the Guarantor’s liability for Contractor’s Obligations which arise from or would have arisen from unenforceable Contractor’s Obligations referred to in clause 3(c) of this Deed (if those Contractor’s Obligations had not been voided, avoided or unenforceable), subject to such liability not exceeding the liability that the Contractor would have had if the Contractor’s Obligations had not been unenforceable Contractor’s Obligations.
4. **Nature and preservation of liability**

4.1 **Absolute liability**

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

(a) arises notwithstanding that any person expressed to be a party to this Deed does not execute and deliver this Deed, that there is any invalidity, forgery or irregularity in the execution or purported execution of this Deed by any person, or that this Deed is or becomes unenforceable against any such person for any reason; and

(b) is not conditional on the entering into by any other person of any other document or agreement which might benefit (directly or indirectly) the Guarantor, or on the satisfaction of any other condition.

4.2 **Unconditional liability**

The liability of the Guarantor under this Deed will not be affected by any thing which, but for this clause 4.2, would release the Guarantor from or reduce that liability, including but not limited to:

(a) (Invalidity etc.): any Security or any Transaction Document being terminated or discharged (whether by any party thereto or by operation of law) or being or becoming void, voidable or unenforceable for any reason;

(b) (Other Securities): the Beneficiary accepting or declining to accept any Security from any person;

(c) (Time or indulgence): the Beneficiary granting or agreeing with the Guarantor or the Contractor to grant time, waiver or other indulgence or concession to, or making any composition or compromise with any person whether or not pursuant to any Transaction Document;

(d) (Forbearance): the Beneficiary not exercising or delaying in the exercise of any remedy or right it has at any time to terminate or enforce its rights under this Deed, any Transaction Document or any Security;

(e) (Variation): any variation, novation or alteration to or substitution of this Deed, any Transaction Document or any Security, whether or not that variation, novation or alteration permits or results in a change in the Guaranteed Obligations including the amount of the Guaranteed Money or a change in the date by which it must be paid, or a change in the identity of the Contractor;

(f) (Release): the partial or conditional release or discharge by the Beneficiary or by operation of law of any Relevant Person from its obligations under any Transaction Document or any Security except only to the extent that RMS has, in writing, provided a release or discharge which has the effect of reducing the obligations of the Relevant Person;

(g) (Securities): the Beneficiary enforcing, releasing, disposing of, surrendering, wasting, impairing, destroying, abandoning, prejudicing, or failing or delaying to perfect, maintain, preserve, realise or enforce any Transaction Document or any Security, whether negligently or otherwise;

(h) (Accounts): the opening or operation of any new account with the Beneficiary by the Contractor;

(i) (Change of constitution): any change for any reason in the name or manner in which the Beneficiary or any Relevant Person carries on business, including any change in any partnership, firm or association of which the Beneficiary or any Relevant Person is a member;

(j) (Disclosure): any failure by the Beneficiary to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known by, or which ought to have been known by, the Beneficiary relating to or affecting any Relevant Person before or at any time after the date of this Deed;

(k) (Prejudicial conduct): any breach by the Beneficiary of any term of any Transaction Document or Security or any other act or omission (negligent or otherwise) of the Beneficiary with regard to any Transaction Document, any Security or any Relevant Person which is prejudicial to the interests of the Guarantor;
(l) **Preference**: any claim by any person that a payment to, receipt by, or other transaction in favour of the Beneficiary in or towards satisfaction of the Guaranteed Money is void, voidable or capable of being set aside under any law relating to bankruptcy, insolvency or liquidation being upheld, conceded or compromised;

(m) **Assignment**: the transfer, assignment or novation by the Beneficiary or any Relevant Person of all or any of its rights or obligations under any Transaction Document or Security to which it is a party;

(n) **Death or incapacity**: (where the Guarantor is an individual) the death or mental incapacity of the Guarantor;

(o) **Administration**: the provisions of section 440J of the Corporations Act 2001 (Cth) so operating as to prevent or delay:
    (i) the enforcement of this Deed against the Guarantor; and/or
    (ii) any claim for contribution against the Guarantor; or

(p) **Disclaimer**: a disclaimer of any contract (including the Contract) or property made by a liquidator of the Contractor pursuant to Part 5.6 Division 7A of the Corporations Act 2001 (Cth) or other applicable laws.

4.3 **No marshalling**

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

4.4 **Void or voidable transactions**

If:

(a) the Beneficiary has at any time released or discharged:
    (i) the Guarantor from its obligations under this Deed or any Security executed by the Guarantor; or
    (ii) any assets of the Guarantor from a Security,
    in either case in reliance on a payment, receipt or other transaction to or in favour of the Beneficiary;

(b) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under a law relating to bankruptcy, insolvency or liquidation; and

(c) that claim is upheld, conceded or compromised,

then:

(d) **Restitution of rights**: the Beneficiary will immediately become entitled against the Guarantor to all such rights (including under any Security) as it had immediately before that release or discharge;

(e) **Restore Beneficiary's position**: the Guarantor must immediately do all things and execute all documents as the Beneficiary may reasonably require to restore to the Beneficiary all those rights; and

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

4.5 **No double proof**

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

(a) lodge any proof of debt in the winding up of the Contractor;

(b) exercise any right of subrogation; or

(c) otherwise be entitled to the benefit of any Security held by the Beneficiary, with respect to any claim arising as a result of the Guarantor making a payment under this Deed, unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.
4.6 **Suspense account**

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

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

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

4.8 **Claim on the Guarantor**

The Beneficiary is not required to take any steps to enforce its rights under any Transaction Document or any Security before enforcing its rights against the Guarantor under this Deed.

4.9 **No representation by Beneficiary**

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

4.10 **No contribution**

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

5. **Corporate representations and warranties**

5.1 **Representations and warranties**

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

(a) **(Constitution)**: the execution, delivery and performance of this Deed does not violate its constitution or any other document, agreement, law or rules by which it is bound;

(b) **(Corporate power)**: it has taken all action required to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed;

(c) **(Filings)**: it has filed all notices and effected all registrations with the Australian Securities and Investments Commission or similar office in its jurisdiction of incorporation and in any other jurisdiction as required by law, and those filings and registrations are current, complete and accurate;

(d) **(Corporate benefit)**: the execution of this Deed is in the best commercial interests of the Guarantor;

(e) **(Consideration)**: this Deed is executed for valuable consideration, the receipt and adequacy of which the Guarantor acknowledges;

(f) **(Status)**: it is not in liquidation, provisional liquidation or receivership, or under administration, and no matter relating to it or any of its subsidiaries is the subject of a direction under, or having effect as if it were a direction under, section 14 of the *Australian Securities and Investments Commission Act 2001* (Cth) (*ASC Law*), or the subject of an investigation under, or taken to be under, the ASC Law;

(g) **(Ownership of property)**: it has full legal capacity and power to own its property and assets and carry on its business as it is now being conducted;

(h) **(Ranking of obligations)**: this Deed constitutes a valid and legally binding obligation, enforceable in accordance with its terms, to rank at all times at least equally with all of its other present and future unsecured payment obligations (including, without limitation, contingent obligations), other than those which are mandatorily preferred by law and that the Guarantor has taken all action required to ensure that its obligations under this Deed so rank and will continue to so rank;
(i) **(No litigation):** no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of any of its officers, threatened against it or any of its subsidiaries or any of its or their property which, if adversely determined, would be likely to have either separately or in aggregate a Material Adverse Effect on it or any of its subsidiaries;

(j) **(Financial statements):** its financial statements current as at the date of this Deed have been prepared in accordance with the laws of Australia and (except where inconsistent with those laws) generally accepted accounting principles consistently applied, and give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up, and of the results of operations for the financial year then ended, and there has been no change since that date having a Material Adverse Effect on it, or on it and its subsidiaries on a consolidated basis;

(k) **(Other information):** the written information and reports (if any) which it has given to the Beneficiary in connection with the negotiation and preparation of this Deed:
   (i) was, when given, true and accurate in all material respects and not misleading, whether by omission or otherwise; and
   (ii) contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and were fair and reasonable when made or formed; and

(l) **(No filings or Taxes):** it is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence of this Deed that this Deed or any other instrument be filed or registered with any Government Agency or that any Taxes be paid.

5.2 **Reliance on representations and warranties**

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

5.3 **No representations to Guarantor**

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

6. **Payments**

6.1 **On demand**

All money payable by the Guarantor under this Deed must be paid on demand by the Beneficiary in immediately available funds to the account and in the manner notified from time to time by the Beneficiary to the Guarantor.

6.2 **Payment in gross**

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

6.3 ** Appropriation of payments**

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

6.4 **Interest**

The Guarantor must on demand by the Beneficiary from time to time pay interest on all Unpaid Amounts. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment at the Specified Rate and, if not paid when due, will itself bear interest in accordance with this clause 6.4. Interest is calculated on the basis of the actual number of days on which interest has accrued and on a 365 day year.

6.5 **Merger**

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

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

7. Expenses, stamp duty and GST

7.1 Expenses
The Guarantor must on demand indemnify and keep indemnified the Beneficiary against all reasonable expenses, including legal fees, costs and disbursements on a solicitor/own client basis, incurred by the Beneficiary in connection with the successful enforcement, attempted enforcement or preservation of any rights under this Deed.

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

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

In this clause 7.3 and elsewhere in this Deed where relevant:
(i) GST means the goods and services tax imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge arising directly as a result of a default by the Guarantor of an obligation under this Deed;
(ii) GST Amount means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the prevailing rate of GST;
(iii) GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
(iv) Payment means:
   (A) the amount of any monetary consideration (other than a GST Amount payable under this clause 7.3); and
   (B) the GST Exclusive Market Value of any non-monetary consideration, paid or provided by the Guarantor for any Supply made under or in connection with this Deed or the Contract and includes an amount payable by way of indemnity, reimbursement, compensation or damages.

(b) The parties agree that:
(i) all Payments have been set or determined at an amount which is net of GST;
(ii) if the whole or any part of a Payment is the consideration for a Taxable Supply made by the Beneficiary, the GST Amount in respect of the Payment must be paid by, or on behalf of, the Guarantor to the Beneficiary as any additional...
amount, either concurrently with the Payment or as otherwise agreed in writing; and

(iii) the Beneficiary will provide a Tax Invoice, before any GST Amount is payable under this clause 7.3(b).

(c) If a payment (including a Payment as defined in this clause 7.3) to the Beneficiary by the Guarantor under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by the Beneficiary, then the payment will be reduced by the amount of any input tax credit to which the Beneficiary is entitled for that loss, cost or expense.

8. Assignments

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

9. Governing law and jurisdiction

9.1 Governing law

This Deed and where applicable, the arbitration reference contained in clause 9.3 of Schedule 7A, is governed by and will be construed in accordance with the laws of the State or Territory which govern the Contract.

9.2 Jurisdiction

(a) (Acceptance of jurisdiction): The Guarantor irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of the State or Territory whose laws govern this Deed with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.

(b) (No objection to inconvenient forum): The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any action or proceeding, and any claim it may now or in the future have that any action or proceeding has been brought in an inconvenient forum.

10. Miscellaneous

10.1 Certificate of Beneficiary

A certificate in writing of the Beneficiary certifying the amount payable by the Contractor or the Guarantor to the Beneficiary or stating any other act, matter or thing relating to this Deed, any Transaction Document or any Security will be prima facie evidence of the contents of the certificate.

10.2 Notices

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

(a) must be in writing;

(b) must be signed by a person duly authorised to do so by the sender;

(c) will be deemed to have been duly given or made to a person if delivered or posted by prepaid post to the address, or sent by fax to the fax number of that person set out in clause 10.3 (or any other address or fax number as is notified in writing by that person to the other parties from time to time); and

(d) will be deemed to be given or made:

(i) (in the case of prepaid post) on the fifth day after the date of posting;

(ii) (in the case of delivery by hand) on delivery; and

(iii) (in the case of fax) on receipt of a transmission report confirming successful transmission.

10.3 Address for notices

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

Address: [insert Guarantor's address]
Fax No.: [insert Guarantor's facsimile]
Attention: [insert]

The Beneficiary

Address: [insert Beneficiary's address]
Fax No.: [insert Beneficiary's facsimile]
Attention: [insert]

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

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

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

10.7 Severability of provisions
If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

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

10.9 Waiver
(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Beneficiary will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
(b) Any waiver, consent or approval given by the Beneficiary under this Deed will only be effective and binding on the Beneficiary if it is given or confirmed in writing by the Beneficiary, or given verbally and subsequently confirmed in writing by the Beneficiary.
(c) No waiver by the Beneficiary of a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.
10.10 Consents and approvals
Where under this Deed the consent or approval of the Beneficiary is required to any act or thing then, unless expressly provided otherwise in this Deed, that consent or approval may be given or withheld in the absolute and unfettered discretion of the Beneficiary.

10.11 Moratorium legislation
To the fullest extent permitted by law, the provisions of all legislation whether existing now or in the future, operating directly or indirectly:
(a) to lessen or otherwise to vary or affect in favour of the Guarantor any obligation under this Deed; or
(b) to delay or otherwise prevent or prejudicially affect the exercise of any rights or remedies conferred on the Beneficiary under this Deed,
are expressly waived and excluded.

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

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

10.14 Execution by less than all parties
This Deed binds each of the persons executing it notwithstanding:
(a) that one or more of the persons named in this Deed as a Guarantor may not execute or may not become or may cease to be bound by this Deed; or
(b) that the Beneficiary may not execute or may only subsequently execute this Deed.

10.15 Resolution of disputes binding
The settlement or the final resolution of any dispute arising under or in connection with the Contract, including any dispute as to the Contractor's liability under or in connection with the Contract, in accordance with the procedures provided for in the Contract or otherwise as agreed between the parties in the Contract, will be final and binding on the Guarantor and the Guarantor will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

10.16 No right to be heard
To the fullest extent permitted by law, the Guarantor waives and expressly disclaims any right to be heard at or appear in any proceedings (whether judicial, arbitral, administrative or of any other nature including but not limited to any alternative dispute resolution) conducted for the purpose of settling or resolving or attempting to settle or resolve any dispute referred to in clause 10.15 or otherwise to be involved in the settlement or resolution of any such dispute.

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

Executed by [insert Guarantor's name and ABN] by or in the presence of:

Signature of Director

Name of Director in full

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signed Sealed and Delivered by

as an authorised delegate of Roads and Maritime Services (ABN 76 236 371 088) in the presence of:

______________________________
Signature

______________________________
Signature of Witness

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

9.3 Reference to arbitration

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

(b) The seat of the arbitration will be Sydney.

(c) The number of arbitrators will be three.

(d) The language of the arbitration will be English.

9.4 General principles

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

(a) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any dispute;

(b) that any arbitration conducted pursuant to this clause 9 shall not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal;

(c) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:

(i) how many written submissions will be allowed;

(ii) where appropriate, the length of written submissions;

(iii) the extent of document discovery permitted, if any;

(iv) the consolidation of arbitration proceedings, when requested;

(v) the joinder of parties or the consolidation of proceedings, when requested;

(vi) the length of any hearing; and

(vii) the number of experts, if any, each party is allowed to appoint; and

(d) that the arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

9.5 Expedited proceedings

(a) The parties agree that the arbitral tribunal will conduct the arbitration as expeditiously as possible and no party will unnecessarily delay the arbitration proceedings.

(b) All evidence in chief will be in writing, unless otherwise ordered by the arbitral tribunal.

(c) Each party may only rely upon one expert witness in respect of any recognised area of specialisation, unless otherwise ordered by the arbitral tribunal.

(d) After consultation with the parties the arbitral tribunal will determine whether to conduct the proceedings on the basis of documents and other materials only or whether an oral hearing will be held. In doing so the arbitral tribunal shall have particular regard to the parties’ request for an expedited procedure and the rules of natural justice.
(e) If the arbitral tribunal determines that an oral hearing will be conducted, the following principles will apply in respect of the oral hearing:

(i) the duration of the oral hearings shall be fixed by the arbitral tribunal;
(ii) unless otherwise ordered by the arbitral tribunal, the oral hearing shall be conducted on a stop-clock basis with the effect that the time available to the parties will be split equally between the parties so that each party shall have the same time to conduct its case unless, in the opinion of the arbitral tribunal, such a split would breach the rules of natural justice or is unfair to one of the parties;
(iii) oral evidence in chief at the hearing shall be permitted only with the permission of the arbitral tribunal for good cause;
(iv) not less than 14 days prior to the date fixed for the oral hearing, or any other period of time specified by the arbitral tribunal, each party shall give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross-examination; and
(v) in exceptional circumstances the arbitral tribunal may extend the time for the oral hearing set pursuant to clause 9.5(e)(i) above.

9.6 Consolidation

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

9.7 Joinder

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

9.8 Award final and binding

Any award will be final and binding upon the parties.
Explanatory Note: If the Contractor is a Joint Venture, the following amendments to the Deed apply:

(a) the definition of 'Relevant Person' is amended to read:

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

(b) clause 2.2 is amended to read:

**2.2 Payment of Guaranteed Money**

(a) Subject to clause 2.2(b), if the Contractor does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Beneficiary the Guaranteed Money which is then due and payable.

(b) The Guarantor shall not be liable to pay to the Beneficiary any part or parts of the Guaranteed Money which have been paid to the Beneficiary by another Parent Company Guarantor.

(c) clause 2.3 is amended to read:

**2.3 Perform obligations**

(a) Subject to 2.3(b), if the Contractor defaults in the performance or observance of any of the Contractor's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Deed, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Contractor's Obligations then required to be performed by the Contractor in the same manner and on the same terms as the Contractor is required to perform the Contractor's Obligations.

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

(d) the first paragraph of clause 4.2 is amended to read:

**4.2 Unconditional liability**

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

(e) clause 4.2(o) is amended to read:

(o) **Administration**: the provisions of section 440J of the Corporations Act 2001 (Cth) so operating as to prevent or delay:

(i) the enforcement of this Deed against any Guarantor; and/or

(ii) any claim for contribution against any Guarantor; or

(f) clause 4.3 is amended to read:

**4.3 No marshalling**

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

(g) clause 10.15 is amended to read:

**10.15 Resolution of disputes binding**

The settlement or the final resolution of any dispute arising under or in connection with the Contract, including any dispute as to the Contractor's liability under or in connection with the Contract, in accordance with the...
procedures provided for in the Contract or otherwise as agreed between the
parties in the Contract, will be final and binding on each of the Guarantors and a
Guarantor will not reopen, revisit or otherwise dispute that settlement or
resolution and the subject matter of that settlement or resolution.
Schedule 8

Quality Manager's Certificate – Payment Claim

(clause 18.2(c)(ii))

[Insert project description] ("Project")

To: RMS Representative

From: [Insert Quality Manager's name] ("Quality Manager")

In accordance with the terms of clause 18.2(c)(ii) of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, I hereby certify that all work the subject of the attached progress claim by the Contractor for [insert month] [insert year] has been executed and is in accordance with the requirements of the deed, subject to the following:

[If applicable, insert details of any exceptions]

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

Signed by

[Insert Quality Manager's name]
Schedule 9

Quality Manager's Certificate – Progressive and at end of Landscaping Maintenance Period

(clause 11.2(c)(i), clause 14.5(d)(i) (when applicable) and clause 23.2 (definition of "Final Completion"))

[Insert project description] ("Project")

To: RMS Representative

From: [Insert Quality Manager's name] ("Quality Manager")

In accordance with the terms of clause 11.2(c)(i) [and clause 14.5(d)(i)] of the deed between Roads and Maritime Services and [Insert contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, I hereby certify that between the following dates [Insert dates of preceding 3 month period]:

(a) the Contractor's quality system under clause 11.1 of the deed was in accordance with RMS D&C Q6 and AS/NZS ISO 9001:2008 Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing;

(b) the Contractor complied with and satisfied the requirements of RMS D&C Q6;

(c) Subcontractors' quality systems which form a part of the Contractor's quality system were in accordance with AS/NZS ISO 9001:2008;

(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 RMS Representative and the Project Verifier in accordance with the deed.

Signed by

[Insert Quality Manager's name]
Schedule 10

Quality Manager's Certificate - Construction Completion / Final Completion

(clauses 11.2(c)(ii)) and 23.2 (definition of "Construction Completion" and “Final Completion”)

[Insert project description] ("Project")

To: RMS Representative
From: [Insert Quality Manager's name] ("Quality Manager")

In accordance with the terms of clauses 11.2(c)(ii) and 23.2 (definitions of “Construction Completion” and “Final Completion”) of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, I hereby certify that:

(a) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
(b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.2 of the deed;
(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 Project Verifier and the RMS Representative in accordance with the deed.

Signed by
[Insert Quality Manager's name]
Schedule 11

Quality Manager's Certificate – Final Completion / Last Defects Correction Period

(clauses 11.2(c)(iii) and 23.2 (definition of "Final Completion"))

[Insert project description] ("Project")

To: RMS Representative

From: [Insert Quality Manager's name]
("Quality Manager")

In accordance with the terms of clauses 11.2(c)(iii) and 23.2 (definition of "Final Completion") of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] 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 RMS Representative in accordance with the deed.

Signed by
[Insert Quality Manager's name]
Schedule 12

Deed of Appointment of Project Verifier

(clause 23.2 (definition of "Deed of Appointment of Project Verifier"))

This Deed made at Sydney on

Parties

[Insert Contractor's name] (ABN [Insert Contractor's ABN]) of [Insert Contractor's address] ("Contractor")

Roads and Maritime Services,

(ABN 76 236 371 088) of 20-44 Ennis Road Milsons Point NSW 2061 ("RMS")

[Insert Project Verifier's name] (ABN [Insert Project Verifier's ABN]) of [Insert Project Verifier's address] ("Project Verifier")

[RMS to insert details above when awarding the contract, in accordance with the successful Tenderer's tender]

Recitals

A. On or about the date of this Deed, the Contractor entered into the Project Deed with RMS in respect of the Project.

B. The Project Verifier represents that it is experienced generally in construction and project management and, in particular, in the construction and project management of works similar to the Project Works and offers its expertise in those fields.

C. The Project Deed contemplates that the Project Verifier will discharge those functions set out in Schedule 12B.

D. The Project Verifier will perform its obligations on the terms and conditions of this Deed.

This Deed provides:

1. Definitions and interpretation

1.1 Definitions

In this Deed words and expressions which have a defined meaning in the Project Deed have the same meaning in this Deed, except where otherwise expressly defined in this Deed, and:

**Construction Verification Services** means all Services relating to the verification of the construction of the Project Works, the Temporary Works, the Landscaping Maintenance and the performance by the Contractor of its construction obligations under the Project Deed.

**Design Verification Services** means all Services relating to the verification of the design of the Project Works, the Temporary Works and the performance by the Contractor of its design obligations under the Project Deed, including those specified in clause 12 of the Project Deed.

**Fee** means the amount payable to the Project Verifier for the performance of the Services in accordance with the Payment Schedule.

**GST, GST law** and other terms used in clause 8.3 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time) or any replacement or other relevant legislation and regulations, except "GST law" also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 8.3)
includes any GST payable by the representative member of any GST group of which the Supplier is a member.

**Initial Verification and Monitoring Plan** means the initial verification and monitoring plan contained in Part 1 of Schedule 12D to this Deed.

**Minimum Requirements** means the minimum requirements for the Verification and Monitoring Plan, as set out in Schedule 12F to this Deed.

**Minimum Resources Commitment** means the minimum level of resources to be provided by the Project Verifier for the performance of the Services, as set out in Clause 1 of Schedule 12H to this Deed.

**Minimum Surveillance** is the minimum level of continual attendance, monitoring and verification of the status of a product, and analysis of records to ensure that product requirements are being met, as set out in Schedule 12E to this Deed.

**NCR** means a non-conformity report.

**Other Parties** means RMS and the Contractor.

**Payment Schedule** means Schedule 12C to this Deed.

**Project** means the design and construction of the [Insert project description] as set out in the Project Deed.

**Project Deed** means the deed between RMS and the Contractor dated on or about the date of this Deed.

**Project Documents** means those agreements and other documents described in Schedule 12A to this Deed, and includes the Planning Approval.

**Project Verifier’s Representative** means the relevant person referred to in clause 3.3(c)(i) or clause 3.3(c)(ii) and any person holding that position in accordance with clause 3.3(b).

**Services** means those services listed in Schedule 12B to this Deed.

**Verification and Monitoring Plan** means the plan the Project Verifier is required to prepare in accordance with clause 3.6, and in respect of which RMS and the Contractor have not issued a notice under clause 3.6(b)(ii), as that plan is updated from time to time in accordance with clause 3.7 of this Deed.

### 1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;

(c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;

(h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;
(i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
(j) the word "includes" in any form is not a word of limitation; and
(k) a reference to "$" or "dollar" is to Australian currency.

1.3 Governing Law
This Deed is governed by and will be construed according to the laws of New South Wales.

2. Appointment of the Project Verifier

2.1 Appointment
(a) Each of the Other Parties appoints the Project Verifier under this Deed to perform the Services.
(b) The Project Verifier confirms its acceptance of the appointment referred to in clause 2.1(a).

2.2 Payment
(a) The Contractor will pay the Project Verifier, and warrants to RMS that it will pay the Project Verifier, the Fee in accordance with the Payment Schedule.
(b) The Project Verifier must notify RMS in writing if any part of the Fee that is due and payable under and in accordance with this Deed remains unpaid 90 days after the due date for payment under and in accordance with this Deed for the purposes of RMS determining, in its absolute discretion, whether to refer the issue for consideration by the Management Review Group under clause 3.5 of the Project Deed.

2.3 Nature of Services
The Project Verifier and the Other Parties acknowledge and agree that the Verification and Monitoring Plan is incidental to, and does not limit or otherwise affect the Services or the Project Verifier's obligations under the Deed.

3. Project Verifier's obligations

3.1 Acknowledgement
The Project Verifier acknowledges that:
(a) it has received a copy of the Project Documents and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services; and
(b) its obligations extend to and include the obligations, functions, duties and services of the "Project Verifier" under the Project Documents.

3.2 Further acknowledgements and warranties
The Project Verifier:
(a) acknowledges that each of the Other Parties:
   (i) is relying upon the knowledge, skill, expertise and experience of the Project Verifier in the performance of its obligations under this Deed; and
   (ii) may suffer loss if the Project Verifier does not perform its obligations in accordance with the requirements of this Deed;
(b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise, experience and care which would be reasonably expected of an expert professional providing services similar to the Services within the design and construction industry generally and the design and construction of major engineering works in particular;
(c) warrants to the Other Parties that, at all times, it will act within the time requirements for the performance of its obligations under this Deed and the Project Documents, and where no time is prescribed, within a reasonable time, and will comply with the requirements of the Payment Schedule;
(d) without limiting clauses 3.2(a) and 3.2(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Project Verifier under or pursuant to this Deed or the Project Documents;

(e) without limiting its obligations under any provision of this Deed, warrants to the Other Parties that:

(i) it will carry out and perform the Services in accordance with this Deed; and

(ii) without limiting subparagraph (i), to the extent the Verification and Monitoring Plan is not inconsistent with:

A. the Project Documents; or

B. the nature of the Services,

it will carry out and perform the Services in accordance with the Verification and Monitoring Plan;

(f) acknowledges that it must, when accessing the Construction Site and all places at which the Contractor's activities are being undertaken, comply with the reasonable directions of the Principal Contractor; and

(g) will provide transport on site for the use of its site personnel.

3.3 Project Verifier's Organisation and Personnel

(a) The Project Verifier must provide a dedicated management team and personnel who are engaged under an effective organisation structure and have appropriate and a sufficient degree of knowledge, skill, expertise and experience to perform its obligations under this Deed. The organisation structure must clearly identify positions, roles, skills, expertise, experience levels, tasks, resourcing levels, delegated authorities and responsibilities and internal and external lines of authority, communication and reporting, including those with the RMS Representative and the Contractor.

(b) The Project Verifier must ensure that the people referred to in clause 3.3(c):

(i) perform the services required of their respective positions;

(ii) are not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if any of the people are removed:

A. they must be replaced by people of at least equivalent ability, knowledge, skill, expertise and experience (including the ability, knowledge, skill, expertise and experience required by clause 2 of Schedule 12H to this Deed); and

B. prior to removal and replacement, there must be a proper and adequate handover to ensure that the new personnel have a reasonable understanding of the Project and the Services; and

(iii) are available for consultation as any party may reasonably require from time to time.

(c) The people required to perform the Services are:

(i) [Insert name] as Project Verifier's Representative for the Design Verification Services;

(ii) [Insert name] as Project Verifier's Representative for the Construction Verification Services;

(iii) [Insert name] as Project Verifier's project director; and

(iv) the other persons listed in clause 2 of Schedule 12H to this Deed.

[RMS to insert details above when awarding the contract, in accordance with the successful Tenderer's tender]

(d) The Other Parties may direct the Project Verifier to remove from the performance of the Services any of the people referred to in clause 3.3(c) and the Project Verifier must comply with any such direction.

(e) The Project Verifier must notify the Other Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 12B which the Project Verifier is required to execute as part of the Services
(being Schedules 13, 14, 15, 16, 17 and 18 of the Project Deed). The Project Verifier must ensure that these certificates and documents are signed by the person or persons so notified.

3.4 Subcontracting
(a) Subject to clause 3.3, the Project Verifier may not subcontract the performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request to subcontract).
(b) The Project Verifier remains responsible for the performance of the Services in accordance with this Deed, notwithstanding any such subcontracting, and will be liable for the acts and omissions of any subcontractor as if they were acts and omissions of the Project Verifier.
(c) Unless the Other Parties otherwise approve in writing, the Project Verifier must contract with the subcontractors set out below in respect of the relevant part of the Services set out below:

<table>
<thead>
<tr>
<th>Name of subcontractor</th>
<th>Relevant Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer to nominate in its Tender</td>
<td>Tenderer to nominate in its Tender</td>
</tr>
<tr>
<td>[RMS to insert details above when awarding the contract, in accordance with the successful Tenderer's tender]</td>
<td></td>
</tr>
</tbody>
</table>

3.5 Quality Assurance
(a) The Project Verifier must implement a quality system in accordance with ISO 9000 and ISO 9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this Deed.
(b) The Project Verifier will not be relieved of any requirement to perform any obligation under this Deed as a result of:
   (i) compliance with the quality assurance requirements of this Deed; or
   (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this Deed, including any review of, comments upon, or notice in respect of, the Verification and Monitoring Plan or any audit under clause 3.9.

3.6 Verification and Monitoring Plan
(a) The Project Verifier must prepare and submit to the Other Parties within 10 Business Days of the date of this Deed a "Verification and Monitoring Plan" which must:
   (i) be based on the Initial Verification and Monitoring Plan;
   (ii) address the matters identified in Part 2 of Schedule 12D to this Deed; and
   (iii) comply with the Minimum Requirements, the Minimum Surveillance, the Minimum Resources Commitment and clause 2 of Schedule 12H to this Deed.
(b) The RMS may:
   (i) review the Verification and Monitoring Plan submitted under clause 3.6(a); and
   (ii) if the Verification and Monitoring Plan does not comply with this Deed, or if the RMS believes that the Verification and Monitoring Plan does not comply with the Minimum Requirements, the Minimum Surveillance, the Minimum Resources Commitment or clause 2 of Schedule 12H to this Deed, notify the Project Verifier with details of the non-compliance.
(c) If the Project Verifier receives a notice under clause 3.6(b)(ii), the Project Verifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties after which clause 3.6(b) will reapply.
(d) If the Project Verifier does not receive a notice under clause 3.6(b)(ii) within 21 days after the submission of the relevant Verification and Monitoring Plan, the relevant Verification and Monitoring Plan submitted will be the Verification and Monitoring Plan with which the Project Verifier must comply (as it is updated from time to time under and in accordance with clause 3.7).
3.7 **Revisions to the Verification and Monitoring Plan**

(a) The Project Verifier must:

(i) progressively amend, update and develop the Verification and Monitoring Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Contractor's Work, and Variations under the Project Deed and any changes in the manner of performing the Services;

(ii) ensure that any amendments, updates or developments of the Verification and Monitoring Plan under clause 3.7(a)(i) are consistent with, and comply with, the Minimum Requirements, the Minimum Surveillance, the Minimum Resources Commitment and clause 2 of Schedule 12H to this Deed; and

(iii) submit each revision of the Verification and Monitoring Plan to the Other Parties.

(b) The RMS may:

(i) review the Verification and Monitoring Plan submitted under clause 3.7(a); and

(ii) if the Verification and Monitoring Plan does not comply with this Deed, including that the revised Verification and Monitoring Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Initial Verification and Monitoring Plan, notify the Project Verifier with details of the non-compliance or reduction.

(c) If the Project Verifier receives a notice under clause 3.7(b)(ii), the Project Verifier must promptly submit an amended Verification and Monitoring Plan to the Other Parties after which clauses 3.7(a) to 3.7(c) will re-apply.

(d) The RMS owes no duty to the Project Verifier to review the Verification and Monitoring Plan for errors, omissions or compliance with this Deed.

(e) Without limiting clause 3.2(e), the Project Verifier must not, either in the preparation of the Verification and Monitoring Plan required by clause 3.6(a) or the amending, updating and development of the Verification and Monitoring Plan required by clause 3.7(a)(i), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise contained in the Initial Verification and Monitoring Plan without the prior written approval of the RMS Representative.

(f) The Project Verifier must not amend the Verification and Monitoring Plan other than in accordance with this clause 3.7.

3.8 **Progress Reports by the Project Verifier**

During the period from the date of this Deed until the end of the Landscaping Maintenance Period, the Project Verifier must provide a monthly progress report (one hard copy plus simultaneous provision of an electronic copy) to each of the RMS Representative and the Contractor by the seventh day of the following month and in such format as is required by the RMS Representative, containing, identifying or setting out:

(a) a description of the verification activities undertaken during the reporting period;

(b) a list or schedule of design and construction surveillance, monitoring and audits undertaken by the Project Verifier during the reporting period;

(c) a summary of key risks and issues relating to the Services;

(d) the Project Verifier’s current and planned resources and staffing levels;

(e) details of any Contractor non-conformities raised by the Project Verifier or RMS and details on the verification of the rectification by the Contractor of non-conformities;

(f) details of the surveillance, monitoring and auditing proposed to be undertaken by the Project Verifier in the forthcoming reporting period, including the outcomes of the risk management processes used to determine the levels and scope of the surveillance activities;

(g) details of the current version of the Verification and Monitoring Plan and a summary of any amendments, updates and developments to the Verification and Monitoring Plan during the reporting period; and
any act, matter or thing which has or is likely to have a material adverse effect on the progress and provision of the Services, together with detailed particulars on how the Project Verifier is dealing or proposes to deal with any such act, matter or thing.

3.9 Audit and surveillance
(a) The Project Verifier must:
   (i) allow any audit of its quality assurance system under this Deed by a third party, at the request of the Other Parties or any one of them; and
   (ii) fully co-operate with that third party in respect of the carrying out of the quality assurance audit.
(b) Without limiting the foregoing, the Project Verifier must, at all times:
   (i) give to the third party access to premises occupied by the Project Verifier where the Services are being undertaken; and
   (ii) permit the third party to inspect applicable information relevant to the quality assurance audit.

3.10 Access to records
(a) From the date of this Deed and for a period of seven years following completion of the Services, the Project Verifier must, within a reasonable time of any request, give the Other Parties access to any records or other documents prepared or generated by or on behalf of the Project Verifier arising out of or in connection with the carrying out the Services.
(b) Digital media records are to be provided in both native format and formats with the greatest potential for long term survival such as Portable Document Format specialised for the preservation of electronic documents (PDF/A-1) or equivalent.

4. Independence and Confidentiality

4.1 Project Verifier to be independent
The Project Verifier warrants to the Other Parties that in performing the Services, it will act:
(a) independently of the Other Parties;
(b) honestly, diligently and reasonably;
(c) with the degree of professional, knowledge, skill, expertise, experience and care which would be reasonably expected of an expert professional providing services similar to the Services within the construction industry generally and the design and construction of major engineering works in particular; and
(d) within the time prescribed under this Deed or the Project Documents or as anticipated by the Contract Program.

4.2 Confidentiality
The Project Verifier must keep confidential details of this Deed and all information and documents provided to, or by, the Project Verifier relating to the Services, the Project or the Project Documents and not provide, disclose or use the information or documents except:
(a) to the Other Parties;
(b) for the purposes of performing the Services;
(c) where required by law or to obtain legal advice on this Deed; or
(d) with the prior written consent of the Other Parties.
This obligation will survive completion of the Services or the termination of this Deed.

5. Obligations of the Other Parties

5.1 No Interference or Influence
(a) The Other Parties will not interfere with or attempt to improperly influence the Project Verifier in the performance of any of the Services. The parties acknowledge that any communication allowed by this Deed will not of itself constitute a breach of this clause.
Clause 5.1(a) does not prevent the Other Parties from providing written comments to the Project Verifier in respect of the Design Documentation or any other aspect of the Contractor's Work.

5.2 Co-operation by Contractor
Without limiting or otherwise affecting any of the Contractor's obligations under this Deed or the Project Documents, the Contractor must:

(a) co-operate with and provide the Project Verifier with all information and documents necessary or reasonably required by the Project Verifier, or otherwise requested by the Project Verifier or directed by RMS;

(b) allow the Project Verifier to attend all design meetings and procure for the Project Verifier access to such premises as may be reasonably necessary to enable the Project Verifier to perform the Services or as requested by the Project Verifier or directed by RMS, including allowing access to the Construction Site and all places at which the Contractor's activities are being undertaken, provided that the Project Verifier must comply with the reasonable directions of the Principal Contractor;

(c) ensure that Hold Points and Witness Points are included in the Project Plans as required by the Project Verifier to enable the Project Verifier to perform the Services; and

(d) establish, provide, maintain, operate, service and remove, at the Contractor's cost, the site facilities required by the Project Verifier for use by the Project Verifier's personnel. The Project Verifier’s site facilities must be a separate building that adjoins the Contractor’s main site administration facilities and must be provided by the Contractor to the satisfaction of the Project Verifier, including requirements for all weather car parking, covered walkways, office fit out, furnishings, air conditioning, fencing and gates, security systems, information technology and communications infrastructure (including network computers). The Project Verifier’s site facilities must be available for use at least two months prior to the commencement of construction activities on the Construction Site and until four months after the Date of Construction Completion.

5.3 RMS to have no liability

(a) Each party acknowledges that RMS is not, nor will be taken to have a liability, or to have assumed or become (on enforcement of any of their powers or otherwise), liable:

(i) to any party to this Deed by reason of RMS being a party to this Deed; or

(ii) for the performance of or failure to perform, any obligation of the Contractor or the Project Verifier under this Deed or the Project Documents.

(b) Without limiting clause 5.3(a), each party acknowledges and agrees that the Project Verifier does not have the authority to authorise any non-compliance with the Project Documents.

6. Liability, insurance and indemnity

6.1 Limitation of liability
Subject to clause 6.2, the Project Verifier's liability under this Deed, from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to $20 million.

6.2 Exclusions
The limitation of liability in clause 6.1 does not apply to any claims arising out of or in connection with any of the following on the part of the Project Verifier or anyone for whom it is responsible:

(a) fraud or criminal conduct;

(b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious, reckless or intentional indifference to any provision of this Deed or the rights or welfare of, or the foreseeable harmful consequences to, those who are or may be affected by that conduct, act or omission; or

(c) gross negligence being any negligent act or omission which the Project Verifier knew, or ought reasonably to have known, would result in substantial losses being incurred by, or substantial harmful consequences being suffered by, another party to the Deed.
6.3 Insurances
The Project Verifier must from the date of the Project Deed effect and maintain the policies of insurance listed in Schedule 12G to this Deed:
(a) on the terms;
(b) for the types;
(c) for the periods; and
(d) for the sums
specified in Schedule 12G to this Deed.

6.4 Notice of matter affecting insurance
The Project Verifier must notify the Other Parties of any:
(a) occurrence of an event that may give rise to a claim against any of the insurance policies obtained and maintained under, or as required by, this Deed; and
(b) notice of any claim or subsequent proceeding or action and developments concerning the claim,
as soon as possible, and in any case no later than 2 business days after becoming aware of any such event or circumstance.

6.5 Provision of information
Before the Project Verifier starts any work for or in connection with this Deed and whenever requested in writing by any of the Other Parties, the Project Verifier must supply proof that all insurance policies which the Project Verifier is required to effect and maintain under this Deed (including insurance policies required to be taken out by subcontractors) are current.
If a notification is made pursuant to clause 6.4 of this Deed, the Project Verifier must provide all information reasonably requested by any of the Other Parties, and comply with all reasonable requests made by any of the Other Parties, in relation to the occurrence, claim, demand or circumstance the subject of the notice.

6.6 Subcontractors insurance
The Project Verifier must ensure that any subcontractor engaged by the Project Verifier who is not covered by the professional indemnity policy of insurance effected and maintained by the Project Verifier, effects and maintains a professional indemnity policy of insurance on terms, for the period and for the sum specified in Schedule 12G to this Deed.

6.7 Obligations unaffected by insurance
The requirement to effect and maintain insurance in this clause 6 does not limit the liability or other obligations of the Project Verifier under this Deed.

6.8 Indemnity
Subject to clause 6.1, the Project Verifier is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:
(a) any damage to or loss of property; or
(b) death of or injury to any person,
insofar as the liability, loss, claim, expense or damage arises out of the negligent act, error or omission of the Project Verifier, its employees, agents, subcontractors or consultants.

7. Termination of appointment
7.1 Notice of termination
The Other Parties may jointly terminate this Deed by notice in writing served on the Project Verifier if:
(a) the Project Verifier is in breach of this Deed and the breach is not remediable in the reasonable opinion of the Other Parties;
(b) the Project Verifier is in breach of this Deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the
service by the Other Parties of a notice specifying the breach and requiring the breach to be remedied;
(c) an Insolvency Event occurs in relation to the Project Verifier; or
(d) the Other Parties in their absolute discretion for any reason whatsoever serve on the Project Verifier a notice of termination of this Deed, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.

7.2 Prior agreement on replacement
Prior to serving a notice under clause 7.1, RMS and the Contractor must have agreed upon another person to act as a replacement for the Project Verifier.

7.3 Termination
Where a notice is served on the Project Verifier under clause 7.1, the appointment of the Project Verifier will terminate upon the earlier of:
(a) the date specified in the notice issued under clause 7.1; or
(b) the appointment of a replacement for the Project Verifier.

7.4 Delivery of documents
Upon the date of termination of the appointment of the Project Verifier, the Project Verifier:
(a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Project Verifier relating to the Services; and
(b) acknowledges that the Other Parties have the right to use all such documents for the purposes of the Project Documents and the Project.

7.5 Reasonable assistance
Where the Other Parties give a notice of termination under clause 7.1, the Project Verifier must provide full assistance to the Other Parties and any replacement for the Project Verifier appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

7.6 Payment until date of termination
Where this Deed is terminated under clause 7.1(d), the Project Verifier is only entitled to be paid by the Contractor the proportion of the Fee for Services performed up to the date of the termination.

7.7 Termination without payment
Termination of this Deed will be without prejudice to any claim which one or both of the Other Parties may have in respect of any breach of the terms of this Deed which occurred prior to the date of termination.

7.8 Survive termination
This clause 7 will survive the termination of this Deed by the Other Parties under clause 7.1.

7.9 Rights upon Termination
If this Deed is terminated pursuant to clauses 7.1(a) to 7.1(c), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing the Deed had the Project Verifier repudiated the Deed and the Other Parties elected to treat the Deed as at an end and recover damages.

8. Expenses, Stamp Duty and GST

8.1 Expenses
Except as otherwise provided in this Deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Deed.

8.2 Stamp Duties
(a) The Contractor must:
(i) pay all stamp duties (apart from financial institutions duties or bank account debit taxes which will lie between the parties as they fall) and any related fines and penalties in respect of this Deed, the performance of this Deed and each transaction effected by or made under or pursuant to this Deed; and

(ii) indemnify each other party against any liability arising from failure to comply with clause 8.2(a)(i).

(b) The Contractor is authorised to make any application for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause.

8.3 GST

(a) Notwithstanding any other provision of this Deed, any amount payable for a supply made under this Deed which is calculated by reference to a cost, expense or other amount paid or incurred by a Party will be reduced by an amount equal to any input tax credits to which that party is entitled in respect of that cost, expense or other amount.

(b) If GST becomes payable on any supply made by a party (the "Supplier") under or in connection with this Deed:

(i) any amount payable or consideration to be provided under this Deed for that supply ("Agreed Amount") is exclusive of GST;

(ii) an additional amount will be payable by the party to whom that supply is made (the "Recipient"), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and

(iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this Deed.

(c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this Deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under sub-clause (b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). The payment of the variation amount by the Supplier or the Recipient under this clause (as the case may be) must be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.

(d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the Institute of Chartered Accountants for expert determination, which will be final and binding on all parties. The expert will act as an expert and not as an arbitrator and will take into account the terms of this Deed, the matters required to be taken into account by the Supplier under this clause and any other matter considered by the expert to be relevant to the determination.

9. Miscellaneous

9.1 Further acts

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

9.2 Notices

Any notices contemplated by this Deed:

(a) must be in writing;

(b) must be addressed as shown below:

Name: 

Roads and Maritime Services
Address: [Insert]
Fax no: [Insert]
For the attention of: Executive Director, Technical and Project Services

Name: RMS Representative
Address: [Insert]
Fax no: [Insert]
Email: [Insert RMS Representative's Email address]
For the attention of: [Insert RMS Representative's name]

Name: [Insert Contractor's name]
Address: [Insert Contractor's address]
Fax no: [Insert Contractor's facsimile]
Email: [Insert Contractor's Email address]
For the attention of: [Insert contact name]

Name: [Insert Project Verifier's name]
Address: [Insert Project Verifier's address]
Fax no: [Insert Project Verifier's facsimile]
Email: [Insert Project Verifier's Email address]
For the attention of: [Insert contact name]

(or as otherwise notified by that party to the other party from time to time);

[RMS to insert details above when awarding the contract, in accordance with the successful Tenderer's tender]

(c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;

(d) must be delivered or posted to the relevant address, or sent by fax to the number, of the addressee, in accordance with clause 9.2(b); and

(e) will be deemed to be received by the addressee:

(i) (in the case of post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;

(ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non-business day, or is after 5.00pm on a business day, when that communication will be deemed to be received at 9.00am on the next business day; and

(iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 9.2(b), unless that delivery is made on a non-business day, or after 5.00pm on a business day, when that communication will be deemed to be received at 9.00am on the next business day,

and where "business day" means a day (not being a Saturday or Sunday) on which banks are generally open for business in the place of receipt of that communication.

(f) Any notice contemplated by this deed to be given to RMS must be delivered to RMS address or sent by facsimile in accordance with clause 9.2(b).

(g) Subject to clause 9.2(f), the party making the communication may give any notice contemplated by this deed to be given to other parties by email, to the relevant email address in accordance with clause 9.2(b) or to a new email address which one party notifies to the other parties in writing from time to time.

(h) A notice given by email is taken to have been received on the next business day after the day on which the email was issued, provided the sender does not receive notification that the email was not successfully received in the recipient's inbox.
9.3 Jurisdiction
(a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
(b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 9.3(a).

9.4 Amendments
This Deed may only be varied by a document signed by or on behalf of each of the parties.

9.5 Assignment
No party to this Deed may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other party to this Deed.

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

9.7 Consents
Any consent or approval referred to in, or required under, this Deed from any party may be given or withheld, or may be given subject to any conditions as that party (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

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

9.9 Indemnities
Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Deed.
It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Deed.

9.10 Entire agreement
To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:
(a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
(b) supersedes any prior agreement (whether or not in writing) between the parties.

9.11 No representation or reliance
(a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.
(b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Deed.
9.12 Relationship of the parties
(a) The relationship between and among the parties to this Deed will not be that of partners or joint venturers and nothing herein contained will be deemed to constitute a partnership or joint venture among them and no party will have authority or power to act unilaterally as agent for the other.
(b) It is understood that the Project Verifier is acting as an independent contractor for the Other Parties and therefore, the Project Verifier is not authorised to enter into any binding obligations on behalf of either or both of the Other Parties.

9.13 Replacement Body Interpretation
If an authority or body referred to in this Deed:
(a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another organisation; or
(b) ceases to exist,
this Deed is deemed to refer to that organisation which serves substantially the same purpose or object as the former authority or body.

9.14 Severance
If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

9.15 Moratorium Legislation
To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this Deed or otherwise, are expressly waived.

9.16 Civil Liability Act
(a) It is agreed that the operation of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
(b) Without limiting the generality of clause 9.16(a) it is further agreed that the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.
## Schedule 12A - Project Documents

<table>
<thead>
<tr>
<th>Contract Name and Parties</th>
<th>Contract Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Deed and Schedules</td>
<td></td>
</tr>
<tr>
<td>2. Exhibits to the Project Deed and Appendices</td>
<td></td>
</tr>
</tbody>
</table>
Schedule 12B - Project Verifier Services

1. **Project Deed functions**

The Project Verifier must discharge the functions, obligations, duties and services which the Project Documents contemplate will be discharged by the Project Verifier, which include the following:

(a) functions, obligations, duties and services identified in the Project Deed (where the clause references below are to clauses in the Project Deed):

Clause 2.4(a)(i) Independently verify in accordance with this Deed that:

(a) the Project Works; and

(b) the relevant elements of the Temporary Works identified in Item 13A of Schedule 1 of the Project Deed, comply with the requirements of the Project Deed;

Clause 2.4(a)(ii) Make determinations on matters that the Project Deed expressly requires be determined by the Project Verifier;

Clause 2.4(c) Receive all information and documents, attend all design meetings, obtain access to such premises as may be necessary or reasonably required for the performance of the obligations of the Project Verifier under this Deed and insert Hold Points or Witness Points in the Project Plans and designate the Authority to release the Hold Points;

Clause 2.4(d) Execute and provide certificates in the form of:

(a) Schedule 14 every 3 months from the date of the Project Deed until the end of the Landscaping Maintenance Period;

(b) Schedule 16 as a condition precedent to Construction Completion;

(c) Schedule 17 on request in connection with the rectification of particular Defects nominated by the RMS Representative; and

(d) Schedule 18 upon the expiry of the last Defects Correction Period;

Clause 2.5(d)(ii)B Receive from the Proof Engineer a copy of a comprehensive report on the independent assessment of all factors influencing the final integrity of elements of the Project Works and associated Temporary Works;

Clause 3.1(d) Attend preliminary start-up and construction start-up workshop;

Clause 3.2(b) When required by the RMS Representative, attend weekly Construction Site meetings;

Clause 3.3(b) When required by the RMS Representative or the Project Director, attend Evaluation Meetings;

Clause 3.4 When required by the RMS Representative, attend meetings of the Project Control Group;

Clause 3.6(a) Attend meetings of the Project Design Group;

Clause 3.8(c) Receive each Project Plan;

Clause 3.8(e) Receive each amended Project Plan;

Clause 3.8(g)(ii) Receive each further developed, amended or updated Project Plan;

Clause 3.8(i) Receive each compliant Project Plan;

Clause 5.1(c)(i) Monitor the preparation of, and review and comment on, the Approval Related Documentation prepared by the Contractor;

Clause 5.1(c)(ii) Receive all Approval Related Documentation;

Clause 5.1(c)(iii) Consult (if necessary or desirable) with the Contractor and comment on the Approval Related Documentation;

Clause 5.1(c)(v) If necessary or desirable, request and receive information from the
Contractor in order to review and consider the Approval Related Documentation;

Clause 11.2(a)(ii) Observe, monitor, audit and test all aspects of quality in the Contractor's Work and the durability of the Project Works to verify compliance with the requirements of the Project Deed;

Clause 11.2(a)(iii) Review and assess the quality of the Contractor's Work and the durability of the Project Works to verify the Contractor's compliance with the requirements of the Project Deed;

Clause 11.2(b)(ii) Receive reports on quality issues from the Quality Manager;

Clause 11.2(d) Audit and review each revision of the Quality Plan within 14 days of submission of the plan to the RMS Representative;

Clause 12.2(b) Review, comment on and monitor the design performance of the Contractor in accordance with clause 12.2 of the Project Deed;

Clause 12.2(d) Receive Design Documentation;

Clause 12.2(h) Verify the Final Design Documentation (and any amended versions of Final Design Documentation):
(a) comply with the Project Deed including the Scope of Works and Technical Criteria (and in particular the durability and design life requirements); and

(b) are documented to enable construction in compliance with the Project Deed (including to the extent applicable in respect of the correction of Defects), by providing design verification in the form of Schedule 15 to the Project Deed attaching a register of drawings the subject of the verification. Any comments or conditions stated in such verification must only be minor in nature (for example, correcting incorrect drawing references). For the avoidance of doubt, such comments or conditions must not relate to any aspect of the Design Documentation that may impact or adversely effect the performance or the functional integrity of the Works;

Clause 12.2(ha) Verify the IFC Design Documentation (and any amended versions of IFC Design Documentation) by providing design verification in the form of Schedule 15 to the Project Deed attaching a register of drawings the subject of the verification. Such verification must not be subject to any comments or conditions (whether minor or otherwise);

Clause 14.5(d)(ii) Execute and provide a certificate to the RMS Representative in the form of Schedule 14 to the Project Deed as a condition precedent to the RMS Representative issuing a notice to the Contractor under clause 14.5(b)(i) of the Project Deed;

Clause 17.1(a) Receive subsidiary programs for all activities to be undertaken in carrying out the Contractor's Work (including procurement of goods and materials);

Clause 17.1(d) Receive reviewed and updated Contract Programs and Subsidiary Contract Programs along with the reports required by section 24.1.1 of the Contractor Documentation Schedule;

Clause 18.2(c)(iii) Verify in the form of Schedule 13 of the Project Deed that the parts of the Contractor's Work claimed for payment comply with the requirements of the Project Deed, for each progress claim made by the Contractor under clause 18.2(a) of the Project Deed;

(b) otherwise discharge the role, functions, obligations, duties and services of the Project Verifier under the Project Deed, including those identified in the Scope of Works and Technical Criteria; and

(c) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Deed of the "Project Verifier" and review information made available to the Project Verifier by the Other Parties in order to become fully acquainted with the Project.
2. **General**

The Project Verifier must also discharge the following functions, obligations, duties and services:

(a) attend meetings and report as required from time to time by the Other Parties;
(b) carry out any additional services in relation to the Project as jointly directed in writing by the Other Parties; and
(c) undertake, as a minimum, the surveillance listed in Schedule 12E.

Verification of Landscaping Maintenance will be taken to be part of the Construction Verification Services and not part of the Design Verification Services.
Schedule 12C - Payment Schedule

1. **Payment claim**

   At the end of each month after the date of the Project Deed, the Project Verifier must submit to the Contractor a claim for payment on account of the Fee:
   
   (a) setting out the value of the Services performed in accordance with this Deed during the relevant month;
   
   (b) calculated in accordance with this Payment Schedule; and
   
   (c) in such form and with such details and supporting documentation as the Contractor may reasonably require,

   (Payment Claim).

   The Project Verifier must, at the time of submission of its Payment Claim to the Contractor, provide a copy of the Payment Claim to the RMS Representative.

2. **Payment**

   The Contractor must, within 30 days after receipt of the Payment Claim for the month, pay the Project Verifier that portion of the Fee attributable to the Services performed during the month.

3. **Notification of disputed amounts**

   The Contractor must pay the Project Verifier any amount included in a Payment Claim which it does not dispute. If the Contractor disagrees with an amount included in the Payment Claim, the Contractor must within 10 Business Days after receipt of the relevant Payment Claim notify the Project Verifier and the RMS Representative in writing of the reasons for any amount which is disputed. If the Contractor fails to give any such notice, the Contractor must pay the Project Verifier the amount claimed by the Project Verifier in the Payment Claim.

4. **The Fee**

   (a) The Fee consists of the following components:

   (i) a lump sum of $\text{[RMS to insert in accordance with the successful Tenderer’s tender - refer to clause 3.2(g) and 3.2(i) of the RFT]} exclusive of GST for the Design Verification Services; and

   (ii) a lump sum of $\text{[RMS to insert in accordance with the successful Tenderer’s tender - refer to clause 3.2(g) and 3.2(i) of the RFT]} exclusive of GST for the Construction Verification Services,

   subject to adjustment in accordance with clauses 4(b) or 4(c) below (as the case may be).

   (b) Where:

   (i) there has been a significant delay to the performance of the Construction Verification Services having regard to the Contract Program;

   (ii) the date of Construction Completion occurs after the Date for Construction Completion as at the date of the Project Deed; and

   (iii) clause 17.6(a)(ii) of the Project Deed applies,

   the lump sum referred to in clause 4(a)(ii) will be adjusted by the amount (A) determined under and in accordance with clause 17.6(a)(ii) of the Project Deed.

   (c) In addition to clause 4(b), adjustments will be made to the lump sums referred to in clause 4(a) in accordance with:

   (i) the appropriate rates set out in the Schedule of Rates in clause 6 of this Payment Schedule; and

   (ii) the disbursements set out in clause 7 of this Payment Schedule,

   for reasonable increases or decreases in the cost to the Project Verifier of performing the Design Verification Services and/or the Construction Verification Services which arise as a result of (without double counting):

   (i) a Variation directed by the RMS Representative under the Project Deed;
(ii) any re-verification of previously certified design packages due to changes in Design Documentation. In relation to the re-verification of any design packages during the provision of the Construction Verification Services, adjustments will be made to the lump sum for the Design Verification Services referred to in clause 4(a)(i) only to the extent that the time involved in undertaking the re-verification work, and addressing non-conformities, by the Project Verifier exceeds [Tenderer to nominate in the tender] hours in total;

(iii) a significant delay to the performance of the Design Verification Services and/or Construction Verification Services having regard to the Contract Program, but only to the extent that:
   A. in the case of the Design Verification Services, the Design Verification Services are required to be carried out for longer than [Tenderer to nominate in the tender] months; and
   B. in the case of the Construction Verification Services, the delay was caused by:
      1) the Contractor; or
      2) a breach of the Project Deed by RMS and, in respect of that breach, an extension of time has been granted under clause 17.5 of Project Deed;

(iv) the review and verification of more than [Tenderer to nominate in the tender] design packages in total; or

(v) any additional services jointly directed in writing by the Other Parties, as required by paragraph (d) under the heading "General" in Schedule 12B of this Deed.

In this clause, a "design package" means each submission of the Design Documentation to the Project Verifier and other information required by clause 12.2(d) of the Project Deed relating to each discrete design element of the Contractor's Work and includes the Design Documentation that is produced for each of the Developed Concept Design, Substantial Detailed Design, Final Design Documentation and IFC Design Documentation stages.

(d) The Project Verifier acknowledges that (except as described in and payable under clause 7 of this Payment Schedule) it has allowed in the lump sums referred to in clause 4(a) for the provision of all labour, materials, work, vehicles, telecommunications, travel, accommodation (including travel and/or accommodation for personnel relocating to and from the Construction Site and excluding provision of the Project Verifier site facilities referred to in clause 5.2(d) of this Deed), disbursements and other costs necessary for and arising out of or in connection with the Services referred to above as covered by the lump sums, whether or not expressly mentioned in this Deed or the Project Documents.

5. Rise and Fall

The lump sum payment for the Construction Verification Services identified in Clause 4(a)(ii) of this Payment Schedule and the rates in the Schedule of Rates identified in clause 6 of this Payment Schedule for the Construction Verification Services adjustments are subject to adjustment for rise and fall, by applying the Costs Adjustment Factor in clause 2.1 of Schedule 4 of the Project Deed.

The lump sum payment for the Design Verification Services identified in Clause 4(a)(i) of this Payment Schedule and the rates in the Schedule of Rates identified in clause 6 of this Payment Schedule for the Design Verification Services adjustments are not subject to adjustment for rise and fall.

6. Schedule of Rates

Design Verification Services – adjustments

[Note: Details required to be entered in the table below are the Tenderer's Returnable. RMS is to insert relevant details when awarding the contract, in accordance with the successful Tenderer's tender]
Construction Verification Services (including Landscaping Maintenance) – adjustments

[Note: Details required to be entered in the table below are the Tenderer’s Returnable. RMS is to insert relevant details when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>Role</th>
<th>Nominated Personnel</th>
<th>Daily Rate ($) (excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>

These rates contain allowances for the provision of all labour, materials, plant, equipment and work, including telecommunications, vehicles, accommodation, disbursements and any other costs necessary for and arising out of or in connection with the Services for which the Project Verifier is to be paid on a Schedule of Rates basis under this Deed, excluding disbursements described in and payable under clause 7 of this Payment Schedule and reasonable costs for transport outside the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site.

When claiming payment for any Services for which the Project Verifier is to be paid on a Schedule of Rates basis the Project Verifier must provide details of the time expended by the Project Verifier in performing the Services for which the Project Verifier is entitled to be paid on a Schedule of Rates basis.
7. Disbursements

(a) The Project Verifier will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the Project Verifier is to be paid on a Schedule of Rates basis under this Deed if those disbursements:

(i) have been reasonably and properly incurred for the sole purpose of performing Services for which the Project Verifier is to be paid on a Schedule of Rates basis in accordance with this Deed and do not fall into the category of one of the disbursements described in clause 7(b);

(ii) were approved in writing by the Contractor and the RMS Representative prior to being incurred where they exceed $1,000; and

(iii) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and the RMS Representative.

(b) The Project Verifier is not entitled to reimbursement of costs relating to vehicles, local transport (within the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site), car parking, computers, insurance, general office consumables and telecommunications.

(c) The Project Verifier will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the Project Verifier is to be paid on a lump sum basis under this Deed if those disbursements:

(i) were not possible to be identified at the tender stage;

(ii) have been reasonably and properly incurred for the sole purpose of performing surveillance, inspection, monitoring and audits on the Contractor's Work at locations outside the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site;

(iii) were approved in writing by the Contractor and the RMS Representative prior to being incurred where they exceed $1,000; and

(iv) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and the RMS Representative.

(d) The Project Verifier will not be entitled to make any claim against the Contractor arising out of or in connection with disbursements incurred in connection with the performance of the Services other than in accordance with clauses 7(a) and 7(c) above.

8. Monthly payment schedule for lump sums

The Project Verifier is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month in question. Subject to clauses 1 and 2 of this Payment Schedule, the indicative monthly payment to be made under the lump sums (excluding disbursements) is set out in the following table:

[Note: Amounts to be entered in the table below are the Tenderer’s Returnable. RMS is to insert relevant details when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>Month after date of the Project Deed</th>
<th>Payment ($ excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[Insert]</td>
</tr>
<tr>
<td>2</td>
<td>[Insert]</td>
</tr>
<tr>
<td>3</td>
<td>[Insert]</td>
</tr>
<tr>
<td>4</td>
<td>[Insert]</td>
</tr>
<tr>
<td>5</td>
<td>[Insert]</td>
</tr>
<tr>
<td>6</td>
<td>[Insert]</td>
</tr>
<tr>
<td>7</td>
<td>[Insert]</td>
</tr>
<tr>
<td>8</td>
<td>[Insert]</td>
</tr>
<tr>
<td>9</td>
<td>[Insert]</td>
</tr>
<tr>
<td>10</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>
9. **GST**

All lump sums, rates and amounts in this Payment Schedule exclude GST.

<table>
<thead>
<tr>
<th></th>
<th>Insert</th>
<th></th>
<th>Insert</th>
<th></th>
<th>Insert</th>
<th></th>
<th>Insert</th>
<th></th>
<th>Insert</th>
<th></th>
<th>Insert</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Insert last payment number]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule 12D - Initial Verification and Monitoring Plan

Part 1

[Initial Verification and Monitoring Plan is the Tenderer’s Returnable]

Part 2

[RMS to insert matters to be addressed]
### Schedule 12E - Minimum Surveillance by Project Verifier during the Contractor’s Work

<table>
<thead>
<tr>
<th>Surveillance Activity</th>
<th>Minimum Frequency for Type A Category of the Contractor’s Work</th>
<th>Minimum Frequency for Type B Category of the Contractor’s Work</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Environmental Surveillance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor for the implementation of controls, for</td>
<td>Twice/week</td>
<td>Daily</td>
</tr>
<tr>
<td>day and night work, for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• noise and vibration;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• dust;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• mud on roadways;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• water pollution;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• stormwater;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• property accesses;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• temporary pedestrian pathways;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• working within the approved hours;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• spoil stockpiling and disposal;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• acid sulphate soil;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• soil erosion;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• contaminated lands;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• waste management and recycling;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• indigenous heritage;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• European heritage;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• threatened species.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Traffic Surveillance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor traffic management and traffic controls</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td>to assess compliance with the conditions of</td>
<td>Weekly</td>
<td>Daily</td>
</tr>
<tr>
<td>Road Occupancy Licences, including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• as-built layouts for compliance with</td>
<td>Immediately after each traffic switch and monthly thereafter</td>
<td>Immediately after each traffic switch and weekly thereafter</td>
</tr>
<tr>
<td>approved traffic control plans, including sign</td>
<td></td>
<td></td>
</tr>
<tr>
<td>maintenance and delineation;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• provisions for cyclists, pedestrians, disabled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• timing and duration of road occupancies;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• qualifications of traffic control personnel;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• haulage routes off the Construction Site;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• night inspections of roadworks.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Monitor traffic management and traffic controls to assess compliance with the conditions of property access provisions.
<table>
<thead>
<tr>
<th>Surveillance Activity</th>
<th>Minimum Frequency for Type A Category of the Contractor's Work</th>
<th>Minimum Frequency for Type B Category of the Contractor's Work</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work Health and Safety Surveillance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect and monitor the Contractor's Work on the Construction Site for compliance with the work, health and safety provisions of the Project Deed. Monitor: the Contractor's safety inspections; interfaces between different work groups on the Construction Site; the preparation and induction of job safety analyses; Construction Site vehicle and plant movements; and the security of the public from the Contractor's Work.</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td><strong>Construction Surveillance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor the Contractor's obligation to inform the local community of planned investigations and construction operations and changes that affect properties, residences and businesses. Monitor on-site design changes. Check that the Project Works and Temporary Works are being constructed using Design Documentation in compliance with clause 12.2 of the Project Deed. Check that durability requirements of the Project Works are being addressed and satisfied. Witness construction trials and commissioning tests, including: all operations management and control systems and infrastructure; use of materials, plant and equipment that differs from accepted industry practices; concrete and AC pavements; and blasting. Record general and detailed work in progress and non-conformances using photographs and video recording of significant activities (time and GPS referenced).</td>
<td>Monthly</td>
<td>Monthly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All changes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50% of design lots</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20% of design lots</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Each trial and test</td>
</tr>
<tr>
<td></td>
<td></td>
<td>200 digital photographs/ month, including cataloguing of the digital photographs, and digital video recordings of each significant activity, including time and location identification.</td>
</tr>
<tr>
<td><strong>Quality Management Surveillance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect work in progress for compliance with the requirements of the Project Deed. Inspect Construction Site circumstances where</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Each occurrence</td>
</tr>
<tr>
<td>Surveillance Activity</td>
<td>Minimum Frequency for Type A Category of the Contractor’s Work</td>
<td>Minimum Frequency for Type B Category of the Contractor’s Work</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>significant non-conformities are or are likely to be reported. Check compliance with method statements</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td>Check implementation of inspection and test plans, including: • testing frequencies; • test methods; • test result verifications; and • release of hold points. Monitor the implementation of significant approved NCR dispositions.</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td><strong>Quality Product Surveillance</strong> Monitor and inspect foundation and subgrade preparation and treatments, including: • structure foundations; • pavement subgrades; • cast-in-place pile foundations; and • inaccessible drainage foundations.</td>
<td>Initial preparation and treatment and twice/week thereafter</td>
<td>Initial preparation and treatment and twice/week thereafter</td>
</tr>
<tr>
<td>Monitor and inspect compaction of earthworks and reinforced soil. Monitor and inspect: • water testing and grouting.</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td>Monitor and inspect: • preparation and testing of grout test specimens.</td>
<td>Initial testing, grouting and stressing and twice/week thereafter</td>
<td>Initial test specimens and testing, then weekly for four weeks and fortnightly thereafter.</td>
</tr>
<tr>
<td>Monitor and inspect preparation of shotcrete test specimens Monitor and inspect concrete supply, including: • audits of each batch plant; • reviews of grout, mortar, concrete and shotcrete mix designs (including offsite work); and • monitoring of supplied mixes compared with mix designs.</td>
<td>Monthly</td>
<td>Monthly</td>
</tr>
<tr>
<td>Surveillance Activity</td>
<td>Minimum Frequency for Type A Category of the Contractor’s Work</td>
<td>Minimum Frequency for Type B Category of the Contractor’s Work</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Monitor and inspect concreting (road and bridge), including:</td>
<td>Initial activity and twice/week thereafter</td>
<td>Initial activity and twice/week thereafter</td>
</tr>
<tr>
<td>• preparation;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• production conformity records</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• formwork (including certification);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• bracing;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• reinforcement (including heating and welding);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• placing;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• finishing;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• curing; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• stripping formwork.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor and inspect:</td>
<td>Twice/structure</td>
<td>Twice/structure</td>
</tr>
<tr>
<td>• water testing and grouting; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• stressing operation,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of post-tensioned concrete.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor and inspect casting, transport, delivery and storage of:</td>
<td>Initial unit and twice weekly thereafter</td>
<td>Initial unit and twice weekly thereafter</td>
</tr>
<tr>
<td>• precast structures, reinforced concrete pipes and reinforced concrete box culverts</td>
<td>Initial member then weekly thereafter</td>
<td>Initial member then weekly thereafter</td>
</tr>
<tr>
<td>• Pretensioned precast structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor and inspect concrete pavement subbases and bases, including:</td>
<td>Twice/week</td>
<td>Daily</td>
</tr>
<tr>
<td>• thickness, levels, relative density, curing, cracking and surface profile for rideability;</td>
<td>Twice/week</td>
<td>Daily</td>
</tr>
<tr>
<td>• pavement strengths prior to trafficking by vehicular traffic; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• conditions for trafficking of pavements by heavy (off road) vehicles.</td>
<td>Initial conditions</td>
<td>Initial conditions</td>
</tr>
<tr>
<td>Monitor and inspect asphaltic concrete supply, including:</td>
<td>Monthly</td>
<td>Monthly</td>
</tr>
<tr>
<td>• audits of each batch plant;</td>
<td>Each mix</td>
<td>Each mix</td>
</tr>
<tr>
<td>• reviews of AC mix designs; and</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td>• monitoring of supplied mixes compared with mix designs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor and inspect the laying of asphaltic concrete, , including:</td>
<td>Twice/week</td>
<td>Daily</td>
</tr>
<tr>
<td>• thickness, levels, relative density; and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• surface profile for rideability.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor and inspect steel fabrication, including:</td>
<td>Each procedure</td>
<td>Each procedure</td>
</tr>
<tr>
<td>• reviews of welding procedures; and</td>
<td>Twice/week</td>
<td>Twice/week</td>
</tr>
<tr>
<td>• monitoring of the fabrication and welding processes for major members (off-site).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor protective treatment systems (off-site).</td>
<td>Twice/week</td>
<td>Twice/week</td>
</tr>
<tr>
<td>Monitor the interfaces of civil and electrical works, including:</td>
<td>Initial backfilling and</td>
<td>Initial backfilling and</td>
</tr>
</tbody>
</table>

IC-DC-C91-2
D&C Project Deed Schedules   Ed 1/Rev 28, September 2017   Page 95
<table>
<thead>
<tr>
<th>Surveillance Activity</th>
<th>Minimum Frequency for Type A Category of the Contractor's Work</th>
<th>Minimum Frequency for Type B Category of the Contractor's Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>backfilling of cabling conduit trenches.</td>
<td>daily thereafter</td>
<td>daily thereafter</td>
</tr>
<tr>
<td>Monitor landscaping preparation and implementation</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td>Monitor Landscaping Maintenance</td>
<td>Initially weekly, then twice a month thereafter</td>
<td>Initially weekly, then twice a month thereafter</td>
</tr>
</tbody>
</table>

For the purposes of this schedule 12E:

(a) "Type A Category of the Contractor's Work" is the Contractor's Work associated with the Local Road Works, Property Works and Service Works; and

(b) "Type B Category of the Contractor's Work" is the Contractor's Work associated with the Works and Temporary Works.
Schedule 12F - Minimum Requirements

The Verification and Monitoring Plan must, as a minimum, address and detail:

(a) the management team structures, positions, nominated personnel and subcontractors to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel and subcontractors;

(b) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;

(c) the Project Verifier's internal and external lines of authority, communication and reporting, including those with the RMS Representative and the Contractor;

(d) the identification of delegated authorities of the Project Verifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Project Verifier;

(e) the proposed timing of progressive performance of the Services, including the timing for conducting audits of Project Plans and other aspects of the Contractor's Work;

(f) Hold Point and Witness Point requirements, including the identification of all Witness Points and Hold Points required by the Project Verifier, in the form of a schedule which identifies all Hold Points to be released by the Project Verifier;

(g) the Project Verifier's comprehensive plans for:
   A. continual observation, monitoring, auditing, reviewing, assessment and testing of the Contractor's compliance with design and construction obligations, including methodology for certification of Design Documentation;
   B. without limiting paragraph (g)A, continual observation, monitoring, auditing, reviewing, assessment and testing of the quality and durability of the Project Works and the Temporary Works to determine, verify and ensure the Contractor's compliance with the requirements of the Project Deed;
   C. audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey; and
   D. off-site surveillance of critical activities, including precasting yards, concrete production plants and steel fabrication;

(h) the Project Verifier's strategies, processes, methodologies and procedures for:
   A. reviewing and assessing the Project Plans;
   B. addressing environmental monitoring and protection;
   C. audit, surveillance and monitoring of the Contractor’s design and construction activities, including the processes used for determining the levels and scope of surveillance of the Contractor's design and construction activities, including in relation to occupational health and safety;
   D. identifying and managing the Project Verifier's work to be subcontracted, including quality, reporting and communication aspects of the work;
   E. ensuring that the Contractor has addressed all issues of review, comment and consultation with RMS in relation to Design Documentation and construction; and
   F. risk management of the work covered by items B, C and D above; and

(i) the Project Verifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied to achieve and satisfy the following requirements:
   A. verification of the quality and quantum of work the subject of progress claims made by the Contractor in order to provide the certificate in the form of Schedule 13 to the Project Deed;
   B. verification of the Contractor's processes for ongoing checking of testing, calibration and parallel testing to check compliance and test error;
   C. verification of the Contractor's interface issues between processes and elements and Project Plans;
   D. verification of the Contractor's processes for the control of Subcontractors;
   E. verification of the Contractor’s processes for environmental monitoring and protection;
   F. verification of the Contractor's processes to address safety in design issues;
G. verification of the Contractor’s processes to ensure that durability is incorporated into all aspects of the design and construction of the Project Works;
H. verification of the Contractor’s processes to address constructability issues; and
I. verification of the rectification by the Contractor of non-conformities.
## Schedule 12G – Insurance Schedule

(Clause 6.3)

<table>
<thead>
<tr>
<th>TYPES OF INSURANCES</th>
<th>MINIMUM SUM INSURED</th>
<th>PERIOD OF INSURANCE</th>
<th>INSURANCE COVER IS TO INCLUDE THE FOLLOWING</th>
<th>QUALIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broad form Public Liability and Product Liability</td>
<td>Public Liability: $20 million Each and every occurrence</td>
<td>Annually, from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier).</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; (c) Lists RMS as an additional named insured; and (d) Includes a cross liability clause as defined in clause 3, and a waiver of subrogation clause as defined in clause 4, of the Definitions and Notes below.</td>
<td>If no products are being supplied then only Public Liability cover is required.</td>
</tr>
<tr>
<td></td>
<td>Product Liability: $20 million Each and every occurrence &amp; in the aggregate for all occurrences</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor Vehicle Comprehensive or Third Party Property Damage</td>
<td>$20 million For any single occurrence</td>
<td>Annually from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier).</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Covers motor vehicles owned or used by the Project Verifier or its subcontractors directly or indirectly engaged in performance of the Services; and (c) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.</td>
<td>Only required if the Project Verifier will use a motor vehicle in the course of providing the Services or if the Project Verifier will use or park their motor vehicles on premises owned or occupied by RMS.</td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td>$10 million Each and every occurrence and in the aggregate for all occurrences</td>
<td>From the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier) plus 6 years following the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier).</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) One automatic restatement per period of insurance; and (c) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>As per the relevant Workers Compensation legislation.</td>
<td>Annually from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of Project Verifier, which ever is earlier).</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; and (b) Is as per relevant Workers Compensation legislation.</td>
<td></td>
</tr>
</tbody>
</table>
Definitions and Notes:

1. Approved insurer means:
   (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; or
   (b) Lloyds Underwriters; or
   (c) a Treasury Managed Fund insurance scheme with the NSW State Government; or
   (d) Self Insurance Corporation of NSW through Insurance and Care NSW (icare); or
   (e) the Comcover insurance scheme for the Australian Federal Government.

   Note that where the insurance risk is insured by an insurer not listed in Note 1(a) or 1(b) then a ‘fronting’ placement is acceptable from an insurer list in Note 1(a) or 1(b).

2. Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.

3. A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit under the policy.

4. A waiver of subrogation clause is where the Insurer agrees to waive all rights of subrogation that they may have or acquire against RMS where required to do so under the contract.
Schedule 12H - Project Verifier's Personnel

1. Minimum Resources Commitment

The Project Verifier acknowledges and agrees that the minimum levels of resources, including man-days, set out in this Schedule 12H are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Project Verifier to perform the Services in accordance with this Deed.

References to “days” exclude public holidays and include only those days which are stated in the Contract Program as working days.

1.1 Design Verification

The Project Verifier must provide the following key personnel to perform the Design Verification Services with the minimum days to be committed to the Project at each phase as set out below:

[Note: Details required to be entered in the table below are the Tenderer’s Returnable. RMS is to insert relevant details when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Minimum commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>During performance of design activities associated with the Contractor's Work, until all discrete design elements have passed IFC Design Documentation Stage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>During performance of construction activities associated with the Contractor's Work, including until the expiry of the last &quot;Defects Correction Period&quot;</td>
</tr>
</tbody>
</table>

1.2 Construction Verification

The Project Verifier must provide the following personnel, as a minimum, for the durations and at the locations set out below to perform the relevant aspects of the Construction Verification Services:
**Note:** Tenderers are required to provide the Names; RMS to insert relevant names in the table below when awarding the contract, in accordance with the successful Tenderer’s tender

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Minimum Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Verifier’s Representative, Construction</td>
<td>[insert name]</td>
<td>Full time during the performance of the Contractor’s Work, and to be based on the Construction Site full time Monday to Saturday inclusive during the construction of the Project Works and Temporary Works</td>
</tr>
<tr>
<td>Senior Project Engineer – Civil and Structural Works construction (1 No.)</td>
<td>[insert name]</td>
<td>Based on the Construction Site full time Monday to Saturday inclusive during the construction of the civil and structural works components of the Project Works and Temporary Works</td>
</tr>
<tr>
<td>Project Engineer – Civil Works Construction (1 No.)</td>
<td>[insert name]</td>
<td>Based on the Construction Site full time Monday to Saturday inclusive during the construction of the civil works components of the Project Works and Temporary Works</td>
</tr>
<tr>
<td>Project Engineer – Structural Works Construction (1 No.)</td>
<td>[insert name]</td>
<td>Based on the Construction Site full time Monday to Saturday inclusive during the construction of the structural works components of the Project Works and Temporary Works</td>
</tr>
<tr>
<td>Surveillance Officer – Civil Works Construction (3 No.)</td>
<td>[insert name]</td>
<td>Based on the Construction Site full time Monday to Saturday inclusive during the construction of the civil works components of the Project Works and Temporary Works</td>
</tr>
<tr>
<td>Surveillance Officer – Structural Works Construction (2 No.)</td>
<td>[insert name]</td>
<td>Based on the Construction Site full time Monday to Saturday inclusive during the construction of the structural works components of the Project Works and Temporary Works</td>
</tr>
<tr>
<td>Document Controller/Site Administrative assistant (1 No.)</td>
<td>[insert name]</td>
<td>Based on the Construction Site full time Monday to Friday inclusive during the construction of the Project Works and Temporary Works</td>
</tr>
</tbody>
</table>

### 1.3 Landscaping Maintenance Verification

The Project Verifier must provide the following personnel, as a minimum, for the durations set out below to perform the relevant aspects of the Services:

**Note:** Tenderers are required to provide the Names; RMS to insert relevant names in the table below when awarding the contract, in accordance with the successful Tenderer’s tender

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Minimum Man Days to be committed to the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer</td>
<td>[insert name]</td>
<td>Part Time, 36 days (Full Time Equivalent)</td>
</tr>
<tr>
<td>Surveillance Officer</td>
<td>[insert name]</td>
<td>Part Time, 36 days (Full Time Equivalent)</td>
</tr>
</tbody>
</table>

### 1.4 Construction Verification Services during the period from the expiration of the Landscaping Maintenance Period until the expiration of the last "Defects Correction Period"

The Project Verifier must provide the following personnel, as a minimum, for the durations set out below to perform the relevant aspects of the Services:

**Note:** Tenderers are required to provide the Names; RMS to insert relevant names in the table below when awarding the contract, in accordance with the successful Tenderer’s tender
2. Minimum Ability, Knowledge, Skill, Expertise and Experience of Project Verifier’s Personnel

2.1 Project Verifier’s project director
(a) The Project Verifier's project director must possess a recognised qualification relevant to the position and the Services and have extensive experience in the project verification of large projects similar to the Project Works, Temporary Works and Contractor’s Work.

(b) The Project Verifier's project director must at all times have authority to act on behalf of the Project Verifier in respect of the Services.

2.2 Project Verifier’s Representative for the Design Verification Services
The Project Verifier’s Representative for the Design Verification Services must possess a recognised qualification relevant to the position and the Services and have at least five years experience in the design project verification of large projects similar to the Project Works, Temporary Works and Contractor’s Work and at least 20 years of experience in the design of major road projects.

2.3 Project Verifier’s Representative for the Construction Verification Services
The Project Verifier’s Representative for the Construction Verification Services must possess a recognised qualification relevant to the position and the Services and have at least five years experience in the construction project verification of large projects similar to the Project Works, Temporary Works and Contractor’s Work and at least 20 years of experience in construction including strong experience in road and bridge construction.

2.4 Senior Project Engineer – Civil and Structural Works Construction
The senior project engineer – civil and structural works construction must possess a recognised qualification relevant to the position and the Services and have at least three years experience in the construction project verification of large projects similar to the Project Works, Temporary Works and Contractor’s Work and at least 15 years of experience in construction including strong experience in road and bridge construction.

2.5 Project Engineer – Civil Works Construction
The project engineer – civil works construction must possess a recognised qualification relevant to the position and the Services and have experience in construction project verification of large projects similar to the Project Works, Temporary Works and Contractor’s Work and at least 10 years of experience in civil construction including strong experience in road construction.

2.6 Project Engineer – Structural Works Construction
The project engineer – structural works construction must possess a recognised qualification relevant to the position and the Services and have experience in construction project verification of large projects similar to the Project Works, Temporary Works and Contractor’s Work and at least 10 years of experience in the construction of structures including experience in structures construction.

2.7 Surveillance Officer – Civil Works Construction
The surveillance officer – civil works construction must have at least 15 years of experience in the civil engineering construction industry and at least 10 years in
surveillance of roadworks construction, including rigid and flexible pavements, drainage, earthworks, asphalting, and spray sealing.

2.8  **Surveillance Officer – Structural Works Construction**

The surveillance officer - structural works construction must have at least 15 years of experience in the civil engineering construction industry and at least 10 years in surveillance of the construction of structures, including piling, concrete work, precasting, prestressing, steel fabrication and erection.

2.9  **Document Controller/Site Administrative Assistant.**

The Document Controller/Site Administrative assistant must have experience in document control and site administration on major civil engineering projects.
Executed as a deed.

Signed Sealed and Delivered by

as an authorised delegate of Roads and Maritime Services (ABN 76 236 371 088) in the presence of:

__________________________
Signature

__________________________
Name

__________________________
Signature of Witness

__________________________
Name of Witness in full

Executed by [insert Contractor's name] (ABN [insert Contractor's ABN]) by or in the presence of:

__________________________
Signature of Director

__________________________
Signature of Secretary/other Director

__________________________
Name of Director in full

__________________________
Name of Secretary/other Director in full

Executed by [Insert Project Verifier's name] (ABN [Insert Project Verifier's ABN]) by or in the presence of:

__________________________
Signature of Director

__________________________
Signature of Secretary/other Director

__________________________
Name of Director in full

__________________________
Name of Secretary/other Director in full
Schedule 13

Project Verifier's Certificate – Payment Claim

(clause 18.2(c)(iii))

[Insert project description] ("Project")

To: RMS Representative
From: [Insert Project Verifier's name] (ABN [Insert Project Verifier's ABN]) ("Project Verifier")

In accordance with the terms of clause 18.2(c)(iii) of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, we hereby certify that all work the subject of the attached progress claim by the Contractor for [insert month][insert year] has been executed and is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria, subject to the following:

[If applicable, insert details of any exceptions].

Signed for and on behalf of
[Insert Project Verifier's name]
Schedule 14

Project Verifier's Certificate – Progressive and at end of Landscaping Maintenance Period

(clause 2.4(d)(i), clause 14.5(d)(ii) (when applicable) and clause 23.2 (definition of "Final Completion"))

Project Verifier's Certificate – Progressive

[Insert Project description] ("Project")

To: RMS Representative

From: [Insert Project Verifier's name] ABN [Insert Project Verifier's ABN] ("Project Verifier")

In accordance with the terms of clause 2.4(d)(i) [and clause 14.5(d)(ii)] of the deed between Roads and Maritime Services [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, we hereby certify that to the extent any of the activities referred to below occurred, or should have occurred, between the following dates [insert date]:

(a) the Contractor's quality system under clause 11.1 of the deed was in accordance with RMS D&C Q6 and AS/NZS ISO 9001:2008 Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing;

(b) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;

(c) Subcontractors' quality systems which form a part of the Contractor's quality system have been in accordance with AS/NZS ISO 9001:2008;

(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 Scope of Works and Technical Criteria;

(f) (strike out if not applicable) the Landscaping Maintenance undertaken by the Contractor has been undertaken in accordance with the deed, including the Scope of Works and Technical Criteria;

(g) (strike out if not applicable) the Landscaping Maintenance has been completed in accordance with the deed, including the Scope of Works and Technical Criteria, and the areas where the Landscaping Maintenance has been performed are ready to be handed over to RMS; and

(h) that documentation has been recorded and submitted to the RMS Representative in accordance with the deed.

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

Signed for and on behalf of
[Insert Project Verifier's name]
Schedule 15

Project Verifier's Certificate – Design Documentation

(clause 12.2(h)(i) and 12.2(ha))

[Insert project description] ("Project")

To: RMS Representative

From: [Insert Project Verifier's name] (ABN [Insert Project Verifier's ABN]) ("Project Verifier")

In accordance with the terms of clause 12.2(h)(i) and clause 12.2(ha) of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, we hereby certify that the attached Design Documentation:

(a) complies with all the requirements of the deed, including the Scope of Works and Technical Criteria, and in particular, the durability requirements of sections 2.13 and 5.9 of the Scope of Works and Technical Criteria, section 12.1(c) of Appendix 12 and section 13.2 of Appendix 13 of the Scope of Works and Technical Criteria and the design life requirements of section 5.5 of the Scope of Works and Technical Criteria; and

(b) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects).

(c) [subject to the satisfaction of following comments or conditions:

- insert comments or conditions]

[Note: this qualification wording can only be included in this certificate in relation to Final Design Documentation and must not be included in relation to IFC Design Documentation].

Signed for and on behalf of

[Insert Project Verifier's name]
Schedule 16

Project Verifier's Certificate – Construction Completion
(clauses 2.4(d)(ii) and 23.2 (definition of "Construction Completion"))

[Insert project description] ("Project")
To: RMS Representative
From: [Insert Project Verifier's name] (ABN [Insert Project Verifier's ABN]) ("Project Verifier")

In accordance with the terms of clauses 2.4(d)(ii) and 23.2 (definition of "Construction Completion") of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, we hereby certify that:

(a) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
(b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 12.2 of the deed;
(c) the release of all Hold Points has been undertaken in accordance with the deed;
(d) all documentation has been recorded and submitted to the RMS Representative in accordance with the deed;
(e) the design used by the Contractor for construction purposes is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria;
(f) the construction complies with the requirements of the deed, including the Scope of Works and Technical Criteria; and
(g) each of the following designs
   (i) structural design;
   (ii) pavement design;
   (iii) geometric road design;
   (iv) environmental works design;
   (v) urban and landscape design;
   (vi) geotechnical design;
   (vii) Services design;
   (viii) stormwater and drainage design (both permanent and temporary);
   (ix) safety design;
   (x) durability design;
   (xi) operation and maintenance design;
   (xii) signage, furniture and roadside furniture design; and
   (xiii) all other elements of the Project Works and Temporary Works carried out by the Contractor,

is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria.

....................................................
Signed for and on behalf of
[Insert Project Verifier's name]
Schedule 17

Project Verifier's Certificate – nominated Defects
(clause 2.4(d)(iii))

[Insert project description] (“Project”)

To: RMS Representative

From: [Insert Project Verifier’s name] (ABN [Insert Project Verifier’s ABN])
(“Project Verifier”)

In accordance with the terms of clause 2.4(d)(iii) of the deed between Roads and Maritime Services and [Insert Contractor’s name] (ABN [Insert Contractor’s ABN]) (“Contractor”) dated [insert date] with respect to the Project, we hereby certify that between the following dates [insert dates], the rectification of all Defects nominated by the RMS Representative under clause 2.4(d)(iii) of the deed, including all design, construction, inspection, repairs and monitoring by the Contractor, has been undertaken in accordance with the deed, including the Scope of Works and Technical Criteria.

Signed for and on behalf of
[Insert Project Verifier’s name]
Schedule 18

Project Verifier's Certificate – Final Completion

(clauses 2.4(d)(iv) and 23.2 (definition of "Final Completion"))

[Insert project description] ("Project")

To: RMS Representative
From: [Insert Project Verifier's name] (ABN [Insert Project Verifier's ABN]) ("Project Verifier")

In accordance with the terms of clauses 2.4(d)(iv) and 23.2 (definition of "Final Completion") of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, we hereby certify that as at the date of the 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) the Contractor has complied with and satisfied the requirements of RMS D&C Q6;
(c) all design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the deed, including the Scope of Works and Technical Criteria; and
(d) all documentation, reports, submissions, notices, approvals and the like have been submitted to the RMS Representative in accordance with the deed; and
(e) each of the following designs:
   (i) structural design;
   (ii) pavement design;
   (iii) geometric road design;
   (iv) environmental works design;
   (v) urban and landscape design;
   (vi) geotechnical design;
   (vii) Services design;
   (viii) stormwater and drainage design (both permanent and temporary);
   (ix) safety design;
   (x) durability design;
   (xi) operation and maintenance design;
   (xii) signage, furniture and roadside furniture design; and
   (xiii) all other elements of the Project Works and Temporary Works carried out by the Contractor,

is in accordance with the requirements of the deed, including the Scope of Works and Technical Criteria.

....................................................
Signed for and on behalf of
[Insert Project Verifier's name]
Schedule 19
Contractor's Personnel
(clauses 2.2(b), 2.7(a) and 11.2(b)(iii))

Project Director

(a) The Project Director must possess a recognised qualification relevant to the position and the Contractor's Work and be experienced in the design, construction and project management of large projects similar to the Project Works and Temporary Works.

(b) The Project Director must at all times have authority to act on behalf of the Contractor in respect of the Contractor's Work.

(c) The Project Director must be available:
   (i) full time during the design phase; and
   (ii) full time in attendance on or around the Construction Site during the construction phase.

(d) At the date of this deed, the Project Director is [Insert name].

Design Manager

(a) The Design Manager must possess a recognised qualification relevant to the position and the Contractor's Work and be experienced in the management and co-ordination of multi-disciplinary design teams on large projects similar to the Project Works and Temporary Works. The Design Manager must manage and co-ordinate Design Documentation and construction documentation in accordance with the requirements of this deed (including the Contract Program and the Subsidiary Contract Programs).

(b) At the date of this deed, the Design Manager is [Insert name].

Construction Managers

(a) The Construction Managers must possess recognised qualifications relevant to the position and the Contractor's Work and have at least eight years experience in the overall management of construction on large projects similar to the Project Works and Temporary Works.

(b) The Construction Managers must be full-time on or around the Construction Site during the construction phase of the Contractor's Works and must at all times have appropriate delegated authorities to act on behalf of the Contractor in respect of the Contractor's Work.

(c) At the date of this deed, the Construction Managers are [Insert names].

Quality Manager

(a) The Quality Manager must:
   (i) possess a recognised qualification relevant to the position and the Contractor's Work and verified relevant experience in quality management systems within the construction industry;
   (ii) be full time on or around the Construction Site during the construction phase of the Contractor's Work with responsibilities limited to quality management of the Contractor's Work;
   (iii) have experience on projects similar to the Project Works and Temporary Works;
   (iv) be available as RMS primary contact with the Contractor on matters of quality;
   (v) give the RMS Representative access to information and personnel on quality matters and encourage a culture of disclosure and open discussion in respect of quality at all levels; and
   (vi) be given authority by the Contractor to act freely and independently and to stop the progress of the relevant part of the Contractor's Work when any non-conformity with the quality requirements of this deed is identified and at specified Hold Points.

(b) At the date of this deed, the Quality Manager is [Insert name].
Community Relations Manager

(a) The Community Relations Manager must:

(i) possess a recognised qualification relevant to the position and the Contractor's Work and have experience in community involvement on projects similar to the Project Works and Temporary Works and an understanding of the community attitudes and needs in relation to the Project Works and Temporary Works;

(ii) have a minimum of 5 years communications/community relations experience with extensive experience in the management of community liaison, consultation and communications on major infrastructure projects;

(iii) experience in the preparation and implementation of community involvement plans and strategies;

(iv) experience and understanding of government public affairs processes; and

(v) must be full-time on or around the Construction Site during the construction phase of the Contractor's Works and be available at all times:

A. to take a proactive role in the community relations processes relating to the Contractor's Work as set out in this deed; and

B. for contact by local residents and other community representatives to answer questions and deal with complaints relating to the Contractor's Work.

(b) At the date of this deed, the Community and Communications Manager is [Insert name].

Environmental Manager

(a) The Environmental Manager must:

(i) possess a recognised tertiary qualification which includes Environmental Science, Environmental Engineering, Planning or Natural Resources and have recent relevant experience in an environmental management position on similar projects;

(ii) have a minimum 8 years environmental management experience, with extensive experience in the preparation and implementation of environmental management plans and environmental systems;

(iii) experience in regulatory liaison and consultation;

(iv) facilitate an induction and training programme for all persons involved in construction activities;

(v) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken to avoid or minimise environmental impacts and to stop the progress of the relevant part of the Project Works and Temporary Works when any non-conformity with the environmental requirements of this deed is identified; and

(vi) be engaged full time on or around the Construction Site during the execution of the Contractor's Work until the Date of Construction Completion with responsibility to develop and implement the Environmental Management Plans.

(b) At the date of this deed, the Environmental Manager is [Insert name].

Site WHS Representative

(a) The Site WHS Representative must:

(i) possess a recognised qualification relevant to the position and the Contractor's Work and have recent relevant experience in work health and safety management of similar projects;

(ii) facilitate a work health and safety induction and training programme for all persons involved in construction activities;

(iii) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken where safety compliance is at risk and to stop the progress of the relevant part of the Project Works and Temporary Works when any non-conformity with the work health and safety requirements of this deed is identified; and
(iv) be engaged full time on or around the Construction Site during the execution of the Contractor's Work until the Date of Construction Completion with responsibility to develop and implement the Work Health and Safety Management Plan.

(b) At the date of this deed, the Site Safety Representative is [Insert name].

Traffic Manager

(a) The Traffic Manager must:

(i) possess a recognised qualification relevant to the position and the Contractor’s Work and have recent relevant experience in a traffic management position on similar projects;

(ii) have a minimum 5 years traffic management experience, with extensive experience in the preparation and implementation of traffic management plans and traffic control plans;

(iii) have experience in regulatory liaison and consultation;

(iv) facilitate a traffic management and safety induction and training programme for all persons involved in construction activities;

(v) be given authority by the Contractor to act freely and independently, to require all reasonable steps to be taken to avoid or minimise adverse traffic impacts and to stop the progress of the relevant part of the Project Works and Temporary Works when any non-conformity with the traffic management requirements of this deed is identified; and

(vi) be engaged full-time on or around the Construction Site during the construction phase of the Contractor’s Work with responsibility for the management of traffic and must at all times have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Work and be available at all times for matters regarding Road Occupancy Licences.

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

Landscape Representative

(a) The Landscape Representative must:

(i) possess a recognised tertiary qualification in horticulture, forestry or landscape design;

(ii) have a minimum 5 years experience in the design and implementation of landscaping; and

(iii) be engaged full-time on or around the Construction Site during the performance of landscaping activities, including ground preparation, seeding, planting and mulching operations. The Landscape Representative must have responsibility for the landscaping activities, including the Landscaping Maintenance, and must at all times have appropriate delegated authority to act on behalf of the Contractor in respect of the Contractor's Work.

(b) At the date of this deed, the Landscape Representative is [Insert name].

Geotechnical Design Manager

(a) The Geotechnical Design Manager must:

(i) possess a recognised qualification relevant to the position and the Contractor’s Work and have recent relevant experience in a geotechnical design management position on similar projects;

(ii) have a minimum 8 years geotechnical design management experience, with extensive experience in the geotechnical design of road, bridge and tunnel projects;

(iii) have strong project management and leadership skills;

(iv) have a strong understanding of environmental, urban design and landscaping issues associated with the geotechnical design of road, bridge and tunnel projects; and

(v) have the ability to work as part of a multi-disciplinary team and develop innovative solutions.

(b) At the date of this deed, the Geotechnical Design Manager is [Insert name].
General Superintendent

(a) The General Superintendent must:
   (i) have a minimum of 15 years of supervision experience on large-scale road and bridge construction projects, in similar role;
   (ii) have experience on projects similar to the Project Works and Temporary Works;
   (iii) have extensive knowledge of road and bridge construction;
   (iv) have skills in planning and implementing project delivery (including resourcing of plant, equipment and labour) and managing the subcontractors and suppliers;
   (v) have experience in consultation with stakeholders and local communities;
   (vi) have the ability to work as part of a multi-disciplinary team;
   (vii) have knowledge and understanding of safety, quality and environmental management systems and an understanding of the community attitudes and needs in relation to the Project Works and Temporary Works;
   (viii) manage and co-ordinate the site operations so as to comply with all safety, environmental, community, quality and industrial relations objectives; and
   (ix) be engaged full-time on or around the Construction Site during the construction phase of the Contractor's Works and must at all times have appropriate delegated authorities to act on behalf of the Contractor in respect of the Contractor's Work on the construction site.

(b) At the date of this deed, the General Superintendent is [Insert name].
Schedule 20

Contractor's Certificate – Design Documentation

(clause 12.2(h)(iii))

[Insert project description] (“Project”)

To: RMS Representative
From: [Insert Contractor's name]
(ABN [Insert Contractor's ABN])
(“Contractor”)

In accordance with the terms of clause 12.2(h)(iii) of the deed between Roads and Maritime Services and the Contractor dated [insert date] with respect to the Project, we hereby certify that:

(a) the attached Design Documentation:
   (i) complies with all the requirements of the deed, including the Scope of Works and Technical Criteria, and in particular, the durability requirements of sections 2.13 and 5.9 of the Scope of Works and Technical Criteria, section 12.1(c) of Appendix 12 and section 13.1 of Appendix 13 of the Scope of Works and Technical Criteria and the design life requirements of section 5.5 of the Scope of Works and Technical Criteria;
   (ii) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects); and
   (iii) does not involve or constitute a Variation which has not been the subject of a Variation Order under clause 15.2, or a notice under clauses 15.6(d) or 15.7(c) approving the Variation; and

(b) the Contractor has addressed all issues of review, comment and consultation with RMS in respect of the Design Documentation as required by the deed.]

Signed for and on behalf of

[Insert Contractor's name]
Schedule 21

**Contractor's Certificate – Construction Completion**

clause 23.2 (definition of "Construction Completion")

[Insert project description] ("Project")

To: RMS Representative

From: [Insert Contractor's name]
(ABN [Insert Contractor's ABN])
("Contractor")

In accordance with the terms of clause 23.2 (definition of "Construction Completion") of the deed between Roads and Maritime Services and the Contractor dated [insert date], we hereby certify that Construction Completion has been achieved by the Contractor on [insert date] in accordance with the terms and conditions of the deed between Roads and Maritime Services and the Contractor dated [insert date] with respect to the Project.

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

Signed for and on behalf of

[Insert Contractor's name]
Schedule 22

Contractor's Certificate – End of Landscaping Maintenance Period

(clauses 14.5(d)(iii) and 23.2 (definition of "Final Completion"))

[Insert project description] ("Project")

To: RMS Representative
From: [Insert Contractor's name]
(ABN [Insert Contractor's ABN])
("Contractor")

In accordance with the terms of clause 14.5(d)(iii) of the deed between Roads and Maritime Services and the Contractor dated [insert date] with respect to the Project, we hereby certify that the Landscaping Maintenance has been completed in accordance with the terms and conditions of the deed between Roads and Maritime Services and the Contractor dated [insert date].

Signed for and on behalf of
[Insert Contractor's name]
In accordance with the terms of clause 23.2 (definition of "Final Completion") of the deed between Roads and Maritime Services and the Contractor dated [insert date] with respect to the Project, we hereby certify that Final Completion has been achieved by the Contractor on [insert date] in accordance with the terms and conditions of the deed between Roads and Maritime Services and the Contractor dated [insert date].

Signed for and on behalf of

[Insert Contractor's name]
Schedule 24

RMS Subcontractor Pre-Qualification

(clause 2.8.(b))

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

1. **Pre-qualified categories of work:**
   - (a) roadworks;
   - (b) asphalt paving;
   - (c) protective treatment;
   - (d) bridgeworks;
   - (e) pretensioned concrete;
   - (f) concrete paving; and
   - (g) steel fabrication.

2. **Registered categories of work:**
   - (a) drainage;
   - (b) earthworks
   - (c) bridge formwork erection;
   - (d) traffic control;
   - (e) construction industry laboratories
   - (f) erosion, sedimentation and soil conservation consultancy services;
   - (g) fabrication of minor steel items;
   - (h) urban design services;
   - (i) demolition of properties; and
   - (j) stabilisation.
Schedule 25

Terms to be included in Subcontracts

(clauses 2.8(f) and 2.8(g)(ii))

The following terms must be included in each Subcontract referred to in clause 2.8(f) of this deed.

A. Options as to form of security
   • A clause which allows the Subcontractor to lodge an unconditional undertaking from a bank or financial institution instead of a cash security or retention moneys as its security for performance of the Subcontract.
   • A clause which provides that if the Subcontractor does lodge an unconditional undertaking for the required amount, any retention moneys or other cash security then held will be promptly released to the Subcontractor.

B. Trust for Cash Security and Retention Moneys
   • A clause which has the effect that:
     (a) cash securities and retentions under the Subcontract and the cash proceeds of any security converted to cash (other than in exercise of a contractual right of enforcement) is trust money and must be deposited into a trust account with a bank within 24 hours of receipt or conversion;
     (b) the trust money is beneficially owned by the party which provided the security at all times unless the other party becomes entitled to receive them under the Subcontract; and
     (c) the security holder must account to the security provider for the trust moneys.

C. Payment Provisions
   • A clause which has the effect:
     (a) of requiring the Contractor to pay the Subcontractor for work for which payment is claimed by the Subcontractor no later than 30 business days after a payment claim was made by the Subcontractor for such work;
     (b) that states nothing in the clause referred to in paragraph (a) is to be read so as to prevent the Contractor from paying the Subcontractor an amount in excess of that claimed from RMS, or before the time stipulated in that clause; and
     (c) that if anything in the clause referred to in paragraph (a) is inconsistent with any other provision in the Subcontract, the provisions of that clause will prevail to the extent of the inconsistency.
   • A clause which prescribes an interest rate for overdue payments which is not less than the interest rate specified in clause 22.5 of this deed.

D. Alternative Dispute Resolution
   • A clause incorporating expert determination procedures which are the same as the procedures which apply in this deed.
   • A clause making it optional for the Subcontractor to comply with the expert determination process if the only remedy it seeks is an order for payment of money which is not disputed to be due and payable under the Subcontract.

E. Documents to be provided to Subcontractors
   • A clause which requires the Contractor to provide the Subcontractor with copy extracts from this deed before the Subcontractor starts work under the Subcontract. The extracts which are required to be provided are:
     (a) clause 18;
     (b) clause 20; and
     (c) clause 22.5.

F. Civil Liability Act
   • A clause that complies with the requirements set out in clause 22.7(c).
G. Personal Property Securities Act
   • A clause substantially the same as clause 8.3, except that references to 'the Contractor' must be replaced with references to 'the Subcontractor' and references to 'RMS or the RMS Representative' must be replaced with references to 'the Contractor'.

H. Work Health and Safety Obligations
   • A clause requiring the Subcontractor to comply with all reasonable directions of the Principal Contractor.

I. RMS’ Australian Industry Participation Plan Obligations
   • A clause requiring the Subcontractor to comply with the Certified AIP Plan, where Item 20A of Schedule 1 requires the Contractor to comply with the Certified AIP Plan.
[Insert project description]  
("Project")

To: RMS Representative

From: [Insert Subcontractor's name]  
(ABN [Insert Subcontractor's ABN])  
("Subcontractor")

In accordance with the terms of clause 12.2(h)(ii) of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project, we hereby certify that the attached Design Documentation:

(a) complies with all the requirements of the deed, including the Scope of Works and Technical Criteria, and in particular, the durability requirements of sections 2.13 and 5.9 of the Scope of Works and Technical Criteria, section 12.1(c) of Appendix 12 and section 13.2 of Appendix 13 of the Scope of Works and Technical Criteria and the design life requirements of section 5.5 of the Scope of Works and Technical Criteria; and

(b) is documented to enable construction in compliance with the deed (including, to the extent applicable, in respect of correction of Defects).

Signed for and on behalf of  

[Insert Subcontractor's name]
Schedule 27

Proof Engineer's Certificate – Design Documentation

(clause 12.2(h)(iv))

[Insert project description]  
("Project")

To: RMS Representative

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

In accordance with the terms of clause 12.2(h)(iv) of the deed between Roads and Maritime Services and [insert Contractor's name] (ABN [insert Contractor's ABN]) ("Contractor") dated [insert date] with respect to the Project (Project Deed), we hereby:

(a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 2.5(c)(ii)A of the Project Deed; and

(b) certify that in respect of those elements of the Project Works and any associated Temporary Works identified in Item 14 of Schedule 1 to the Project Deed, that those elements of the Project Works and any associated Temporary Works identified in the attached Design Documentation:

(i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the Project Deed; and

(ii) comply with the Scope of Works and Technical Criteria.

------------------------------------------------------------------------------------------------------------------

Signed for and on behalf of

[Insert Proof Engineer's name]
1. **Order of Precedence**

The order of precedence of the Environmental Documents is set out below:

a) the specific requirements of Appendix 4 of the Scope of Works and Technical Criteria;

b) the Planning Approval.

2. **RMS Obligations in respect of Environmental Documents**

The only obligations identified in the Environmental Documents and the Approvals that remain the responsibility of RMS are that RMS is:

a) to be responsible for fulfilling any obligations to the extent that they do not relate specifically to the Project Works, Temporary Works, Landscaping Maintenance or Contractor’s work;

b) to be responsible for fulfilling any obligations to the extent that they arise or continue after the Date of Construction Completion, except for any that relate specifically to the Contractor’s Work and the Landscaping Maintenance after the Date of Construction Completion;

c) in relation to the approval [*RMS to insert details when inviting tenders*].
Schedule 29

Environmental Manager's Certificate

(clause 2.7(b))

[Insert project description] (“Project”)

To: RMS Representative

From: [Insert Environmental Manager's name]
(ABN [Insert Environmental Manager's ABN])
(“Environmental Manager”)

In accordance with the terms of clause 2.7(b) of the deed between Roads and Maritime Services and [Insert Contractor's name] (ABN [Insert Contractor's ABN]) (“Contractor”) dated [insert date] with respect to the Project, I hereby certify that between the following dates [Insert dates of preceding 3 month period]:

(a) the Contractor's Environmental Management System under section 2.5.1 of the Scope of Works and Technical Criteria was in accordance with AS/NZS ISO 14001;

(b) Subcontractors' Environmental Management Systems which form a part of the Contractor's Environmental Management System were in accordance with AS/NZS ISO 14001;

(c) the Contractor complied with and satisfied the requirements of RMS D&C G36;

(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 Project Verifier and the RMS Representative in accordance with the deed.

------------------------

Signed by

[Insert Environmental Manager's name]

IC-DC-C91-2
D&C Project Deed Schedules Ed 1/Rev 28, September 2017 Page 126
Schedule 30

Deed of Appointment of ER

(clause 23.2 (definition of "Deed of Appointment of ER"))

This deed made at Sydney on

Parties

[Insert Contractor's name]
(ABN [Insert Contractor's ABN]) of [Insert Contractor's address] ("Contractor")

Roads and Maritime Services
(ABN 76 236 371 088) of 20-44 Ennis Road Milsons Point NSW 2061 ("RMS")

[Insert ER's name]
(ABN [Insert ER's ABN]) of [Insert ER's address] ("ER")

[Note: RMS to insert details above when awarding the contract, in accordance with the successful Tenderer's tender]

Recitals

A. On or about the date of this Deed, the Contractor entered into the Project Deed with RMS in respect of the Project.

B. The ER represents that it is experienced generally in environment management and, in particular, in the environment management of works similar to the Project Works and offers its expertise in those fields.

C. The Project Deed contemplates that the ER will discharge those functions set out in Schedule 30B.

D. The ER will perform its obligations on the terms and conditions of this Deed.

This Deed provides:

1. Definitions and interpretation

1.1 Definitions

In this Deed words and expressions which have a defined meaning in the Project Deed have the same meaning in this Deed, except where otherwise expressly defined in this Deed, and:

Construction Phase Services means all Services directly related to the construction of the Project Works.

Design Phase Services means all Services directly related to the design of the Project Works.

DP & E means the Department of Planning and Environment.

Fee means the amount payable to the ER for the performance of the Services in accordance with the Payment Schedule.

GST, GST law and other terms used in clause 8.3 have the meanings used in the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time) or any replacement or other relevant legislation and regulations, except "GST law" also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 8.3) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Other Parties means RMS and the Contractor.

Payment Schedule means Schedule 30C to this Deed.

Project means the design and construction of the [Note: RMS to insert project description]
when inviting tenders] as set out in the Project Deed.

**Project Deed** means the deed between RMS and the Contractor dated on or about the date of this Deed.

**Project Documents** means those agreements and other documents described in Schedule 30A to this Deed and includes the Planning Approval.

**Services** means those services listed in Schedule 30B to this Deed.

1.2 **Interpretation**

In this Deed:

(a) headings are for convenience only and do not affect interpretation; and

(b) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;

(c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;

(h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;

(i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) the word "includes" in any form is not a word of limitation; and

(k) a reference to "$" or "dollar" is to Australian currency.

1.3 **Governing Law**

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

2. **Appointment of the ER**

2.1 **Appointment**

(a) Each of the Other Parties appoints the ER under this Deed to perform the Services.

(b) The ER confirms its acceptance of the appointment referred to in clause 2.1(a).

2.2 **Payment**

(a) The Contractor will pay the ER, and warrants to RMS that it will pay the ER, the Fee in accordance with the Payment Schedule.

(b) The ER must notify RMS in writing if any part of the Fee that is due and payable under and in accordance with this Deed remains unpaid 90 days after the due date for payment under and in accordance with this Deed for the purposes of RMS determining, in its absolute discretion, whether to refer the issue for consideration by the Management Review Group under clause 3.5 of the Project Deed.
3. **ER's obligations**

3.1 **Acknowledgement**

The ER acknowledges that:

(a) it has received a copy of the Project Documents and that it has read, and is familiar with, the terms of each of these documents to the extent they relate to the Services; and

(b) its obligations extend to and include the obligations, functions, duties and services of the "ER", "Environment Representative" or the "Environmental Representative" under the Planning Approval.

3.2 **Further acknowledgements and warranties**

The ER:

(a) acknowledges that each of the Other Parties:

   (i) is relying upon the skill and expertise of the ER in the performance of its obligations under this Deed; and

   (ii) may suffer loss if the ER does not perform its obligations in accordance with the requirements of this Deed;

(b) warrants to the Other Parties that, in performing the Services, it will comply with all Law, act honestly, diligently, reasonably and with the degree of professional care, knowledge, experience, skill and care which would be reasonably expected of an expert professional providing services similar to the Services within the construction industry generally and the construction of major engineering works in particular;

(c) warrants to the Other Parties that, at all times, it will act within the time requirements for the performance of its obligations under this Deed and will comply with the requirements of the Payment Schedule;

(d) without limiting clauses 3.2(a) and 3.2(b), acknowledges that the Other Parties are entitled to and will rely on any certificate, approval, report, direction or instruction signed or given by the ER under or pursuant to the Project Documents;

(e) without limiting its obligations under any provision of this Deed, warrants to the Other Parties that it will carry out and perform the Services;

(f) acknowledges that it must, when accessing the Construction Site and all places at which the Contractor's activities are being undertaken, comply with the reasonable directions of the Principal Contractor;

(g) will provide transport to perform the Services; and

(h) warrants that it has qualifications in compliance with AS/NZS ISO 19011:2003 Guidelines for Quality and/or Environmental Management Systems Auditing.

3.3 **Key Personnel**

(a) The ER must provide experienced and skilled personnel to perform its obligations under this Deed.

(b) The ER must ensure that the person referred to in clause 3.3(c):

   (i) performs all of the Services;

   (ii) is not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if the person is removed, that person must be replaced by a person of at least equivalent skill and experience and whose appointment is approved by the Secretary of the DP &E; and

   (iii) is available for consultation as any party may reasonably require from time to time.

(c) The person required to perform all of the Services is [Note: RMS to insert name when awarding the contract, in accordance with the successful Tenderer’s tender].
3.4 **Subcontracting**

(a) Subject to clause 3.3, the ER may not subcontract the performance of any of its Services.

(b) The ER remains responsible for the performance of the Services in accordance with this Deed, notwithstanding the performance of the Services by any person in accordance with clause 3.3.

3.5 **Quality Assurance**

(a) The ER must implement a quality system in accordance with ISO 9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this Deed.

(b) The ER must prepare and submit to the Other Parties within 10 Business Days of the date of this Deed a “Services Implementation Plan” which gives a detailed description of how the ER intends to carry out and perform the Services. The ER must:
   (i) progressively amend, update and develop the Services Implementation Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the Contractor's Work and any changes in the manner of performing the Services;
   (ii) submit each revision of the Services Implementation Plan to the Other Parties for their review and comment; and
   (iii) include in the Services Implementation Plan details of the proposed timing for the performance of discrete elements of the Services.

(c) RMS may:
   (i) review the Services Implementation Plan submitted under clause 3.5(b); and
   (ii) if the Services Implementation Plan does not comply with this Deed, notify the ER of the non-compliance.

(d) If the ER receives a notice under clause 3.5(c), the ER must promptly submit an amended Services Implementation Plan to the Other Parties.

(e) The Other Parties owe no duty to the ER to review the Services Implementation Plan for errors, omissions or compliance with this Deed.

(f) The ER will not be relieved of any requirement to perform any obligation under this Deed as a result of:
   (i) compliance with the quality assurance requirements of this Deed; or
   (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this Deed, including any review of, comments upon, or notice in respect of, the Services Implementation Plan or any audit under clause 3.6.

3.6 **Audit**

(a) The ER must:
   (i) allow any audit of its quality assurance system under this Deed by a third party, at the request of the Other Parties; and
   (ii) fully co-operate with that third party in respect of the carrying out of the quality assurance audit.

(b) Without limiting the foregoing, the ER must, at all times:
   (i) give to the third party access to premises occupied by the ER where the Services are being undertaken; and
   (ii) permit the third party to inspect applicable information relevant to the quality assurance audit.

4. **Independence and Confidentiality**

4.1 **ER to be independent**

The ER warrants to the Other Parties that in performing the Services, it will act:

(a) independently of the Other Parties;

(b) honestly and reasonably;
(c) with the degree of professional care, knowledge, experience, skill and diligence which would be reasonably expected of an expert professional providing services similar to the Services within the construction industry generally and the construction of major engineering works in particular; and

(d) within the time prescribed under the Project Documents or as anticipated by the Contract Program.

4.2 Confidentiality

The ER must keep confidential details of this Deed and all information and documents provided to, or by, the ER relating to the Services and not provide, disclose or use the information or documents except:

(a) to the Other Parties;
(b) for the purposes of performing the Services;
(c) where required by law or to obtain legal advice on this Deed; or
(d) with the prior written consent of the Other Parties.

This obligation will survive completion of the Services or the termination of this Deed.

5. Obligations of the Other Parties

5.1 No Interference or Influence

The Other Parties will not interfere with or attempt to improperly influence the ER in the performance of any of the Services.

5.2 Co-operation by Contractor

Without limiting or otherwise affecting any of the Contractor's obligations under this Deed or the Project Documents, the Contractor must:

(a) co-operate with and provide the ER with all information and documents necessary or reasonably required by the ER, or otherwise requested by the ER or directed by RMS;
(b) allow the ER to attend all meetings and procure for the ER access to such premises as may be reasonably necessary to enable the ER to perform the Services or as requested by the ER or directed by RMS, including allowing access to the Construction Site and all places at which the Contractor's activities are being undertaken, provided that the ER must comply with the reasonable directions of the Principal Contractor; and
(c) ensure that appropriate Hold Points and Witness Points are included in the Project Plans as required by the ER to enable the ER to perform the Services.

5.3 Co-operation by RMS

RMS must co-operate with and provide the ER with all information and documents necessary and not obtainable by the ER from the Contractor.

5.4 RMS to have no liability

Each party acknowledges that RMS is not, nor will be taken to have a liability, or to have assumed or become (on enforcement of any of their powers or otherwise), liable:

(a) to any party to this Deed by reason of RMS being a party to this Deed;
(b) for the performance of or failure to perform, any obligation of the Contractor or the ER under this Deed or the Project Documents; or
(c) for any stop work direction being issued by the ER to either or both the Contractor and RMS.

5.5 Audit

Without limiting or otherwise affecting any of the Contractor's or the ER's obligations under this Deed or the Project Documents, the Contractor and the ER must:

(a) allow DP &E at any time to conduct an audit of actions undertaken by the ER and any approvals issued by the ER; and
(b) facilitate and assist DP &E in the conduct of any such audit.
6. Liability, insurance and indemnity

6.1 Limitation of liability
Subject to clause 6.2, the ER’s liability under this Deed, from all claims howsoever arising (including negligence and breach of statutory duty) will be limited in aggregate to $5 million.

6.2 Exclusions
The limitation of liability in clause 6.1 does not apply to any claims arising out of or in connection with any of the following on the part of the ER or anyone for whom it is responsible:
(a) fraud or criminal conduct;
(b) wilful misconduct being any conduct, act or omission done or to be done which results from conscious, reckless or intentional indifference to any provision of this Deed or the rights or welfare of, or the foreseeable harmful consequences to, those who are or may be affected by that conduct, act or omission; or
(c) gross negligence being any negligent act or omission which the ER knew, or ought reasonably to have been aware, would result in substantial losses being incurred by, or substantial harmful consequences being suffered by, another party to the Deed.

6.3 Insurances
The ER must from the date of the Project Deed effect and maintain the policies of insurance listed in Schedule 30D to this Deed:
(a) on the terms;
(b) for the types;
(c) for the periods; and
(d) for the sums
specified in Schedule 30D to this Deed.

6.4 Notice of matter affecting insurance
The ER must notify the Other Parties of any:
(a) occurrence of an event that may give rise to a claim against any of the insurance policies obtained and maintained under, or as required by, this Deed; and
(b) notice of any claim or subsequent proceeding or action and developments concerning the claim,
as soon as possible, and in any case no later than 2 business days after becoming aware of any such event or circumstance.

6.5 Provision of information
Before the ER starts any work for or in connection with this Deed and whenever requested in writing by any of the Other Parties, the ER must supply proof that all insurance policies required to be taken out by subcontractors are current.
If a notification is made pursuant to clause 6.4 of this Deed, the ER must provide all information reasonably requested by any of the Other Parties, and comply with all reasonable requests made by any of the Other Parties, in relation to the occurrence, claim, demand or circumstance the subject of the notice.

6.6 Subcontractors insurance
The ER must ensure that any subcontractor engaged by the ER, who is not covered by the professional indemnity policy of insurance effected and maintained by the ER, effects and maintains a professional indemnity policy of insurance on the terms, for the period and for the sum specified in Schedule 30D to this Deed.

6.7 Obligations unaffected by insurance
The requirement to effect and maintain insurance in this clause 6 does not limit the liability or other obligations of the ER under this Deed.
6.8 Indemnity
Subject to clause 6.1, the ER is liable for and indemnifies each Other Party against any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:
(a) any damage to or loss of property; or
(b) death of or injury to any person,
insofar as the liability, loss, claim, expense or damage arises out of the negligent act, error or omission of the ER, its employees, agents, subcontractors or consultants.

7. Termination of appointment

7.1 Notice of termination
The Other Parties may jointly terminate this Deed by notice in writing served on the ER if:
(a) the ER is in breach of this Deed and the breach is not remediable in the reasonable opinion of the Other Parties;
(b) the ER is in breach of this Deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Other Parties of a notice specifying the breach and requiring the breach to be remedied;
(c) an Insolvency Event occurs in relation to the ER; or
(d) the Other Parties in their absolute discretion for any reason whatsoever serve on the ER a notice of termination of this Deed, on a date specified in the notice, being not less than 21 days after the date of issue of the notice.

7.2 Prior agreement on replacement
Prior to serving a notice under clause 7.1:
(a) RMS and the Contractor must have agreed upon another person to act as a replacement for the ER; and
(b) the person so agreed upon must have been approved as a replacement of the ER by the Secretary of DP &E.

7.3 Termination
Where a notice is served on the ER under clause 7.1, the appointment of the ER will terminate upon the earlier of:
(a) the date specified in the notice issued under clause 7.1; or
(b) the appointment of a replacement for the ER.

7.4 Delivery of documents
Upon the date of termination of the appointment of the ER, the ER:
(a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the ER relating to the Services provided that the ER may keep a copy of all such material for its own internal records; and
(b) acknowledges that the Other Parties have the right to use all such documents for the purposes of the Project Documents and the Project.

7.5 Reasonable assistance
Where the Other Parties give a notice of termination under clause 7.1, the ER must provide full assistance to the Other Parties and any replacement for the ER appointed in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

7.6 Payment until date of termination
Where this Deed is terminated under clause 7.1(d), the ER is only entitled to be paid by the Contractor the proportion of the Fee for Services performed up to the date of the termination.

7.7 Termination without payment
Termination this Deed will be without prejudice to any claim which one or both of the Other Parties may have in respect of any breach of the terms of this Deed which occurred prior to
the date of termination.

7.8 **Survive termination**

This clause 7 will survive the termination of this Deed by the Other Parties under clause 7.1.

7.9 **Rights upon Termination**

If this Deed is terminated pursuant to clauses 7.1(a) to 7.1(c), the parties' remedies, rights and liabilities will be the same as they would have been under the Law governing the Deed had the ER repudiated the Deed and the Other Parties elected to treat the Deed as at an end and recover damages.

8. **Expenses, Stamp Duty and GST**

8.1 **Expenses**

Except as otherwise provided in this Deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Deed.

8.2 **Stamp Duties**

(a) The Contractor must:

(i) pay all stamp duties (apart from financial institutions duties or bank account debit taxes which will lie between the parties as they fall) and any related fines and penalties in respect of this Deed, the performance of this Deed and each transaction effected by or made under or pursuant to this Deed; and

(ii) indemnify each other party against any liability arising from failure to comply with clause 8.2(a)(i).

(b) The Contractor is authorised to make any application for and retain the proceeds of any refund due in respect of any stamp duty paid under this clause.

8.3 **GST**

(a) Notwithstanding any other provision of this Deed, any amount payable for a supply made under this Deed which is calculated by reference to a cost, expense or other amount paid or incurred by a Party will be reduced by an amount equal to any input tax credits to which that party is entitled to in respect of that cost, expense or other amount.

(b) If GST becomes payable on any supply made by a party (the "Supplier") under or in connection with this Deed:

(i) any amount payable or consideration to be provided under this Deed for that supply ("Agreed Amount") is exclusive of GST;

(ii) an additional amount will be payable by the party to whom that supply is made (the "Recipient"), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and

(iii) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this Deed.

(c) If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this Deed (incorporating any increasing adjustments or decreasing adjustments relating to that supply) varies from the additional amount it receives from the Recipient under sub-clause (b) in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate). The payment of the variation amount by the Supplier or the Recipient under this clause (as the case may be) must be paid within 14 days of that party becoming aware of the variation in the amount of GST payable. Where an adjustment event occurs in relation to a supply, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of that adjustment event occurring.

(d) If the Recipient is dissatisfied with any calculation to be made by the Supplier under this clause, the Recipient may, at its own expense and after notifying the Supplier accordingly, refer the matter to an independent expert nominated by the President of the
Institute of Chartered Accountants for expert determination, which will be final and binding on all parties. The expert will act as an expert and not as an arbitrator and will take into account the terms of this Deed, the matters required to be taken into account by the Supplier under this clause and any other matter considered by the expert to be relevant to the determination.

9. **Miscellaneous**

9.1 **Further acts**

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

9.2 **Notices**

Any notices contemplated by this Deed:

(a) must be in writing;

(b) must be addressed as shown below:

- **Name:** Roads and Maritime Services
- **Address:** [Insert]
- **Fax no:** [Insert]
- **For the attention of:** Executive Director, Technical and Project Services

- **Name:** RMS Representative
- **Address:** [Insert]
- **Fax no:** [Insert]
- **Email:** [Insert RMS Representative’s Email address]
- **For the attention of:** [Insert]

- **Name:** [Insert Contractor's name]
- **Address:** [Insert Contractor's address]
- **Fax no:** [Insert Contractor's facsimile]
- **Email:** [Insert Contractor's Email address]
- **For the attention of:** [Insert contact name]

(or as otherwise notified by that party to the other party from time to time);

[Note: RMS to insert details above when awarding the contract, in accordance with the successful Tenderer’s tender]

(c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;

(d) must be delivered or posted to the relevant address, or sent by fax to the number, of the addressee, in accordance with clause 9.2(b); and

(e) will be deemed to be received by the addressee:

(i) (in the case of post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;

(ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission.
report which is produced by the machine from which that fax is sent and which
confirms transmission of that fax in its entirety, unless that local time is a non
business day, or is after 5.00pm on a business day, when that communication
will be deemed to be received at 9.00am on the next business day; and

(iii) (in the case of delivery by hand) on delivery at the address of the addressee as
provided in clause 9.2(b), unless that delivery is made on a non business day, or
after 5.00pm on a business day, when that communication will be deemed to be
received at 9.00am on the next business day,

and where "business day" means a day (not being a Saturday or Sunday) on which
banks are generally open for business in the place of receipt of that communication.

(f) Any notice contemplated by this deed to be given to RMS must be delivered to RMS
address or sent by facsimile in accordance with clause 9.2(b).

(g) Subject to clause 9.2(f), the party making the communication may give any notice
contemplated by this deed to be given to other parties by email, to the relevant email
address in accordance with clause 9.2(b) or to a new email address which one party
notifies to the other parties in writing from time to time.

(h) A notice given by email is taken to have been received on the next business day after
the day on which the email was issued, provided the sender does not receive notification
that the email was not successfully received in the recipient's inbox.

9.3 Jurisdiction

(a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New
South Wales, and the courts competent to determine appeals from those courts, with
respect to any proceedings which may be brought at any time relating in any way to this
Deed.

(b) Each party irrevocably waives any objection it may now or in the future have to the
venue of any proceedings, and any claim it may now or in the future have that any
proceedings have been brought in an inconvenient forum, where that venue falls within
clause 9.3(a).

9.4 Amendments

This Deed may only be varied by a document signed by or on behalf of each of the parties.

9.5 Assignment

No party to this Deed may assign, novate or otherwise transfer any of its rights or obligations
under this Deed without the prior written consent of each other party to this Deed.

9.6 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise
or enforcement of any right, power or remedy provided by law or under this Deed by
any party will not in any way preclude, or operate as a waiver of, any exercise or
enforcement, or further exercise or enforcement of that or any other right, power or
remedy provided by law or under this Deed.

(b) Any waiver or consent given by any party under this Deed will only be effective and
binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of any term of this Deed will operate as a waiver of any breach of
that term or of a breach of any other term of this Deed.

9.7 Consents

Any consent or approval referred to in, or required under, this Deed from any party may be
given or withheld, or may be given subject to any conditions as that party (in its absolute
discretion) thinks fit, unless this Deed expressly provides otherwise.

9.8 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate
counterparts. Each counterpart constitutes the agreement of each party who has executed and
delivered that counterpart.
9.9 Indemnities
Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Deed.

It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Deed.

9.10 Entire agreement
To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:
(a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
(b) supersedes any prior agreement (whether or not in writing) between the parties.

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

9.12 Relationship of the parties
(a) The relationship between and among the parties to this Deed will not be that of partners or joint venturers and nothing herein contained will be deemed to constitute a partnership or joint venture among them and no party will have authority or power to act unilaterally as agent for the other.
(b) It is understood that the ER is acting as an independent contractor for the Other Parties and therefore, the ER is not authorised to enter into any binding obligations on behalf of either or both of the Other Parties.

9.13 Replacement Body Interpretation
If an authority or body referred to in this Deed:
(a) is reconstituted, renamed or replaced or if its powers or functions are transferred to another organisation; or
(b) ceases to exist,
this Deed is deemed to refer to that organisation which serves substantially the same purpose or object as the former authority or body.

9.14 Severance
If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

9.15 Moratorium Legislation
To the fullest extent permitted by Law, the provisions of all Laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this Deed or otherwise, are expressly waived.

9.16 Civil Liability Act
(a) It is agreed that the operation of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
(b) Without limiting the generality of clause 9.16(a) it is further agreed that the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.
### Schedule 30A - Project Documents

<table>
<thead>
<tr>
<th>Contract Name and Parties</th>
<th>Contract Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1     Project Deed and Schedules</td>
<td></td>
</tr>
<tr>
<td>2     Exhibits to the Project Deed and Appendices</td>
<td></td>
</tr>
</tbody>
</table>
Schedule 30B - ER Services

The ER must:

(a) discharge the role, functions, obligations, duties and services which the Project Deed (including the Scope of Works and Technical Criteria) requires to, or contemplates will, be discharged by the ER, including those identified in the Planning Minister’s Approval;

(b) become familiar with the role, functions, obligations, duties and services (express or implied) under the Project Deed of the "ER", "Environment Representative" and the "Environmental Representative" and review information made available to the ER by the Other Parties in order to become fully acquainted with the Project;

(c) attend meetings and report as required from time to time by the Other Parties;

(d) carry out any additional services in relation to the Project as jointly directed in writing by the Other Parties;

(e) submit in sufficient time to the Other Parties for review and comment, a copy of any proposed submission, certificate, approval or report to be issued by the ER (and each proposed direction or instruction, to the extent there is sufficient time for this to be done) before such document is issued by the ER;

(f) provide any written submissions, approvals and certification required by the Planning Minister’s Approval from the ER and ensure that copies of any such approvals and certification are provided at the same time to the Other Parties;

(g) [Note: RMS to insert requirements of the Planning Minister's Approvals, prior to inviting tenders];

(h) audit and monitor the Contractor's environmental activities at a minimum of quarterly intervals, to evaluate the implementation, effectiveness and level of compliance of on-site construction activities with the CEMP, including carrying out site inspections of the Project Works, Temporary Works and the Contractor's Work. The ER must provide quarterly reports to the Other Parties on the outcomes of the audits and monitoring;

(i) review corrective and preventive actions to ensure the effective implementation of mitigation measures to avoid or minimise the adverse impacts on the environment and/or to identify changes to the CEMP resulting from the audits and monitoring;

(j) record and provide a written report, at least monthly, to the Other Parties identifying non-conformities with the CEMP that require the Contractor to undertake mitigation measures to avoid or minimise any adverse impacts on the environment and/or report on changes required to the CEMP;

(k) provide monthly reports to the Other Parties on matters relevant to carrying out the ER's role, including details on any approvals or rejections by the ER of minor amendments to the CEMP made by the Contractor, any steps that the ER has required to be taken by the Contractor to avoid or minimise unintended or adverse environmental impacts and any directions given by the ER to the Contractor to cease actions in the event that an adverse impact to the environment was likely to occur;

(l) immediately, and at the same time, provide advice to the Other Parties of any major issues resulting from the construction of the Project Works or the Temporary Works that were not dealt with expediently or adequately by the Contractor;

(m) pursuant to section 1.5(g) of the Scope of Works and Technical Criteria (SWTC), receive and, where relevant, review, consider, comment upon, and take any action otherwise required in relation to, submissions required by RMS D&C specifications;

(n) pursuant to section 2.5.2 of the SWTC, perform the role of chairperson of the Environmental Review Group (ERG) established by the Contractor in accordance with that section, including by ensuring that:

(i) meetings of the ERG are held at appropriate intervals that will enable the ERG to satisfy the purposes contemplated for it in the SWTC; and

(ii) administrative matters in relation to the ERG are attended to appropriately, including timely preparation and circulation of agendas, minutes, invitations to attend, reports to be considered by the ERG and reports from the ERG to the Contractor and RMS;

(o) pursuant to section 2.11 of the SWTC, receive, review, consider, comment upon, and where appropriate, make recommendations in relation to, or require amendment of, Project Plans
(including updated Project Plans) prepared by the Contractor;

(p) pursuant to sections 2.12 and 7.20 of the SWTC, receive, review, consider, and where appropriate, comment upon, make recommendations or take any action otherwise appropriate in relation to, the reports, submissions, Approvals, Contract Program, Subsidiary Contract Programs, durability assessment reports, Design Documentation, as constructed documentation, construction completion report, pavement report and other information required to be issued or submitted to the ER under those sections;

(q) pursuant to section 2.17 of the SWTC, use the Local Area Network for exchanging, searching and sharing the Contractor's information and data;

(r) pursuant to section 3.1.1 of the SWTC, where relevant, access, review and consider the Contractor's quality system records required to perform the Services;

(s) pursuant to section 3.1.4 of the SWTC, witness any inspections and tests preceding the release of any Hold Points, and where required accept nomination as the Nominated Authority to release specified Hold Points;

(t) pursuant to section 3.1.5 and 3.1.6 of the SWTC, advise the Contractor of apparent non-conformities that come to the attention of the ER and receive reports, NCRs and CARs in relation to non-conformities;

(u) pursuant to section 8.3 of the SWTC, where required, attend Issues Group meetings; and

(v) pursuant to section 8.4 of the SWTC, attend information sessions and respond to questions.
Schedule 30C - Payment Schedule

1. Payment claim
   At the end of each month after the date of the Project Deed, the ER must submit to the Contractor a claim for payment on account of the Fee:
   (a) setting out the value of the Services performed in accordance with this Deed during the relevant month;
   (b) calculated in accordance with this Payment Schedule; and
   (c) in such form and with such details and supporting documentation as the Contractor may reasonably require.
   (Payment Claim).

   The ER must, at the time of submission of its Payment Claim to the Contractor, provide a copy of the Payment Claim to the RMS Representative.

2. Payment
   Subject to clause 8 of this Payment Schedule, the Contractor must within 30 days after receipt of the Payment Claim for the month, pay the ER that portion of the Fee attributable to the Services performed during the month.

3. Notification of disputed amounts
   The Contractor must pay the ER any amount included in the Payment Claim which it does not dispute. If the Contractor disagrees with an amount included in the Payment Claim, the Contractor must within 10 Business Days after receipt of the relevant Payment Claim notify the ER and the RMS Representative in writing of the reasons for any amount which is disputed. If the Contractor fails to give any such notice, the Contractor must pay the ER the amount claimed by the ER in the Payment Claim.

4. The Fee
   (a) The Fee consists of the following components:
      (i) a lump sum of $[Insert] exclusive of GST for the Design Phase Services; and
      (ii) a lump sum of $[Insert] exclusive of GST for the Construction Phase Services,
   subject to adjustments in accordance with clause 4(b) below:
   [Note: RMS to insert the lump sum amounts above when awarding the contract, in accordance with the successful Tenderer’s tender]
   (b) Adjustments will be made to the lump sums referred to in clause 4(a) in accordance with:
      (i) the appropriate rates set out in the Schedule of Rates in clause 6 of this Payment Schedule, and
      (ii) the disbursements set out in clause 7 of this Payment Schedule,
   for reasonable increases or decreases in the cost to the ER of performing the Design Phase Services and/or the Construction Phase Services which arise as a result of (without double counting):
      (i) a Variation directed by the RMS Representative under the Project Deed,
      (ii) any significant delay to the performance of the Design Phase Services and/or the Construction Phase Services having regard to the Contract Program or
      (iii) additional Services jointly directed in writing by the Other Parties.
   (c) The ER acknowledges that (except as described in and payable under clause 7 of this Payment Schedule) it has allowed in the lump sums referred to in clause 4(a) above for the provision of all labour, materials, work, vehicles, telecommunications, travel, accommodation, disbursements and other costs necessary for and arising out of or in connection with the Services referred to above as covered by the lump sums, whether or not expressly mentioned in this Deed or the Project Documents.
5. **Rise and Fall**

The lump sum payment for the Construction Phase Services identified in Clause 4(a)(ii) of this Payment Schedule and the rates in the Schedule of Rates identified in clause 6 of this Payment Schedule for the Construction Phase Services adjustments are subject to adjustment for rise and fall, by applying the Costs Adjustment Factor in clause 2.1 of Schedule 4 of the Project Deed.

The lump sum payment for the Design Phase Services identified in Clause 4(a)(i) of this Payment Schedule and the rates in the Schedule of Rates identified in clause 6 of this Payment Schedule for the Design Phase Services adjustments are not subject to adjustment for rise and fall.

6. **Schedule of Rates**

**Design Phase Services – adjustments**

[Note: Details required to be entered in the tables below are the Tenderer’s Returnable. RMS is to insert these details when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>Nominated Personnel</th>
<th>Daily Rate ($) (excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>

**Construction Phase Services - adjustments**

<table>
<thead>
<tr>
<th>Nominated Personnel</th>
<th>Daily Rate ($) (excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>

These rates contain allowances for the provision of all labour, materials, work, telecommunications, disbursements and other costs necessary for and arising out of or in connection with the Services for which the ER is to be paid on a Schedule of Rates basis under this Deed, excluding disbursements described in and payable under clause 7 of this Payment Schedule and reasonable costs for transport outside the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site.

When claiming payment for any Services for which the ER is to be paid on a Schedule of Rates basis the ER must provide details of the time expended by the ER in performing the Services for which the ER is entitled to be paid on a Schedule of Rates basis.

7. **Disbursements**

(a) The ER will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the ER is to be paid on a Schedule of Rates basis under this Deed if those disbursements:

   (i) have been reasonably and properly incurred for the sole purpose of performing Services for which the ER is to be paid on a Schedule of Rates basis in accordance with this Deed and do not fall into the category of one of the disbursements described in clause 7(b);

   (ii) were approved in writing by the Contractor and the RMS Representative prior to being incurred where they exceed $1,000; and

   (iii) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and the RMS Representative.

(b) The ER is not entitled to reimbursement of costs relating to vehicles, local transport (within the Greater Sydney area, which incorporates Newcastle and Wollongong and...
the areas within and in the vicinity of the Construction Site), car parking, computers, insurance, general office consumables and telecommunications.

(c) The ER will only be entitled to reimbursement of disbursements incurred in the course of carrying out the Services for which the ER is to be paid on a lump sum basis under this Deed if those disbursements:

(i) were not possible to be identified at the tender stage;
(ii) have been reasonably and properly incurred for the sole purpose of performing surveillance, inspection, monitoring and audits on the Contractor's Work at locations outside the Greater Sydney area, which incorporates Newcastle and Wollongong and the areas within and in the vicinity of the Construction Site;
(iii) were approved in writing by the Contractor and the RMS Representative prior to being incurred where they exceed $1,000; and
(iv) are supported by documentation provided to the Contractor which is satisfactory to the Contractor and the RMS Representative.

(d) The ER will not be entitled to make any claim against the Contractor arising out of or in connection with disbursements incurred in connection with the performance of the Services other than in accordance with clauses 7(a) and 7(c) above.

8. **Monthly payment schedule for lump sums**

The ER is not entitled to payment or to make a claim for payment to the extent that the Services have not been carried out for the month in question. Subject to clauses 1 and 2 of this Payment Schedule, the indicative monthly payment to be made under the lump sums (excluding disbursements) is set out in the following table:

*Note: Details required to be entered in the table below are the Tenderer’s Returnable. RMS is to insert these details when awarding the contract, in accordance with the successful Tenderer’s tender*

<table>
<thead>
<tr>
<th>Month after date of the Project Deed</th>
<th>Payment ($ excluding GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[Insert]</td>
</tr>
<tr>
<td>2</td>
<td>[Insert]</td>
</tr>
<tr>
<td>3</td>
<td>[Insert]</td>
</tr>
<tr>
<td>4</td>
<td>[Insert]</td>
</tr>
<tr>
<td>5</td>
<td>[Insert]</td>
</tr>
<tr>
<td>6</td>
<td>[Insert]</td>
</tr>
<tr>
<td>7</td>
<td>[Insert]</td>
</tr>
<tr>
<td>8</td>
<td>[Insert]</td>
</tr>
<tr>
<td>9</td>
<td>[Insert]</td>
</tr>
<tr>
<td>10</td>
<td>[Insert]</td>
</tr>
<tr>
<td>11</td>
<td>[Insert]</td>
</tr>
<tr>
<td>12</td>
<td>[Insert]</td>
</tr>
<tr>
<td>13</td>
<td>[Insert]</td>
</tr>
<tr>
<td>14</td>
<td>[Insert]</td>
</tr>
<tr>
<td>15</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Etc</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Etc</td>
<td>[Insert]</td>
</tr>
<tr>
<td>[Insert last payment month number]</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>

Audits
<table>
<thead>
<tr>
<th>12 Month Audit</th>
<th>[Insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Further Audits</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>

9. **GST**

All lump sums, rates and amounts in this Payment Schedule exclude GST.
### Schedule 30D – Insurance Schedule

(Clause 6.3)

<table>
<thead>
<tr>
<th>TYPES OF INSURANCES</th>
<th>MINIMUM SUM INSURED</th>
<th>PERIOD OF INSURANCE</th>
<th>INSURANCE COVER IS TO INCLUDE THE FOLLOWING</th>
<th>QUALIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broad form Public Liability and Product Liability</td>
<td>Public Liability: $20 million Each and every occurrence</td>
<td>Annually, from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of ER, which ever is earlier).</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; (c) Lists RMS as an additional named insured; and (d) Includes a cross liability clause as defined in clause 3, and a waiver of subrogation clause as defined in clause 4, of the Definitions and Notes below.</td>
<td>If no products are being supplied then only Public Liability cover is required.</td>
</tr>
<tr>
<td></td>
<td>Product Liability: $20 million Each and every occurrence &amp; in the aggregate for all occurrences</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor Vehicle Comprehensive or Third Party Property Damage</td>
<td>$20 million For any single occurrence</td>
<td>Annually from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of ER, which ever is earlier).</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Covers motor vehicles owned or used by the ER or its subcontractors directly or indirectly engaged in performance of the Services; and (c) Is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below.</td>
<td>Only required if the ER will use a motor vehicle in the course of providing the Services or if the ER will use or park their motor vehicles on premises owned or occupied by RMS.</td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td>$5 million Each and every occurrence and in the aggregate for all occurrences</td>
<td>From the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of ER, which ever is earlier) plus 6 years following the Date of Final Completion (or the date of termination of the Deed of Appointment of ER, which ever is earlier). The Insurance can be taken out as annual covers where the cover is to include a retroactive date being the date of the Project Deed.</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) One automatic restatement per period of insurance; and (c) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>As per the relevant Workers Compensation legislation.</td>
<td>Annually from the date of the Project Deed until the Date of Final Completion (or the date of termination of the Deed of Appointment of ER, which ever is earlier).</td>
<td>(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; and (b) Is as per relevant Workers Compensation legislation.</td>
<td></td>
</tr>
</tbody>
</table>
Definitions and Notes:

1. Approved insurer means:
   (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; or
   (b) Lloyds Underwriters; or
   (c) a Treasury Managed Fund insurance scheme with the NSW State Government; or
   (d) Self Insurance Corporation of NSW through Insurance and Care NSW (icare); or
   (e) the Comcover insurance scheme for the Australian Federal Government.

   Note that where the insurance risk is insured by an insurer not listed in Note 1(a) or 1(b) then a ‘fronting’ placement is acceptable from an insurer list in Note 1(a) or 1(b).

2. Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.

3. A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit under the policy.

4. A waiver of subrogation clause is where the Insurer agrees to waive all rights of subrogation that they may have or acquire against RMS where required to do so under the contract.
**Executed** as a deed.

**Executed by** [Insert Contractor's name] (ABN [Insert Contractor's ABN]) by or in the presence of:

__________________________  ____________________________
Signature of Director         Signature of Secretary/other Director

__________________________  ____________________________
Name of Director in full      Name of Secretary/other Director in full

**Signed Sealed and Delivered** by

as an authorised delegate of Roads and Maritime Services (ABN 76 236 371 088) in the presence of:

__________________________
Signature

__________________________
Name

Signature of Witness

__________________________
Name of Witness in full

**Executed** by [Insert ER's name] (ABN [Insert ER's ABN]) by or in the presence of:

__________________________  ____________________________
Signature of Director         Signature of Secretary/other Director

__________________________  ____________________________
Name of Director in full      Name of Secretary/other Director in full
## Schedule 31

### Incentive Amount

(clauses 18.7 and 23.2 (definitions of "Key Result Areas" and "Key Performance Indicators"))

### Section 1 – Key Performance Indicators

[insert]

### Section 2 – Key Result Areas

[insert]

### Section 3 – Incentive payments

<table>
<thead>
<tr>
<th>Item</th>
<th>Key Result Area</th>
<th>Key Result Area description and measure</th>
<th>Key Performance Indicator / Key Performance Indicator formula</th>
<th>Key Result Area Weighting %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>2.</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>3.</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>4.</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
<tr>
<td>5.</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>

[Note: RMS is to determine the Incentive Amount and negotiate all other details required to be entered in Schedule 31 with the successful Tenderer. RMS is to insert details when awarding the contract]
## Performance Evaluation Record Forms

*(clauses 3.3(a) and 23.2 (definition of "Performance Evaluation Record Forms"))*

### Form 1: Performance Evaluation

(This form is provided for guidance only)

**Design and Construct**  
**Project Deed title:**  
**Date:**

<table>
<thead>
<tr>
<th>Topic</th>
<th>Objectives</th>
<th>Your rating (this period)</th>
<th>Group rating (this period)</th>
</tr>
</thead>
</table>
| **Communication**       | Open, honest, constructive, timely, efficient and effective communications.  
                         | • Quality communications including co-operation between parties, compliance with request not to hinder performance, providing early warning, and evaluation and monitoring.  
                         | **Rating system**                                                                                                                                   |                           |                           |
|                         | **1 excellent**  
                         | **2 above expectation**  
                         | **3 meeting expectation**  
                         | **4 below expectation**  
                         | **5 unsatisfactory**                                                                                                                                  |                           |                           |
| **Time**                | Completion by Contractual Completion Dates  
                         | • time management - milestone achievement on or before the due date.  
                         | **Refer to clauses 1.2, 17.1, 17.2, 17.5, 17.10 and 17.15.**                                                                                      |                           |                           |
| **Financial**           | Meeting or bettering deed requirements  
                         | • Financial management, including early warning and agreement to Variations, quantity measurement, payments, final payment.  
                         | **Refer to clauses 15 and 18.**                                                                                                                     |                           |                           |
| **Quality**             | Meets or exceeds specified/agreed requirements  
                         | • Quality management. Including quality standards, design requirements, fitness for purpose, innovation, Defect rectification, defect-free Construction Completion, post Construction Completion.  
                         | • Encourage continuous improvement and personnel development through planning, flexibility and common sense.  
                         | **Refer to clauses 11.1 – 11.5, 12.2, 13.1, 13.2, 16, 17.10 and 17.15.**                                                                        |                           |                           |
| **Safety**              | Safe working environment for project team and general public.  
                         | • Occupational health, safety and rehabilitation management. Including co-operation between parties, minimising OH&S incidents, evaluation and monitoring.  
                         | **Refer to clause 5.6 and 5.7.**                                                                                                                     |                           |                           |
| **Claims and Issue Resolution** | • Resolve issues and claims early at an appropriate level. Open and frank discussions.  
                                                                 | **Refer to clauses 3.5, 19 and 20.**                                                                                                                  |                           |                           |
| **Environment**         | Environmental management. Including planning energy & water conservation, waste management, resource conservation, pollution reduction, protection of environment, healthy work environment.  
                         | • Pro-active management of impacts and commitments.  
                         | • Minimise environmental incidents  
                         | **Refer to clauses 5.2, 6.1, 6.3 and 10.5.**                                                                                                      |                           |                           |
| **Contract Relations**  | Co-operative contract relationships including compliance with NSW Government codes of practice and guidelines; industrial relations management; and Subcontractor performance.  
                         | • Enjoy work and working together.  
                         | • Enhanced reputations of personnel and organisations involved.  
                         | **Refer to clause 5.**                                                                                                                             |                           |                           |
| **Community Relations** | • Proactively enhance and maintain good community relations  
                         | • Minimise impacts on the community.  
                         | • Proactive management of commitments to individuals and groups.  
                         | **Refer to clauses 3.3 and 3.11.**                                                                                                                   |                           |                           |
| **Traffic Management**  | • Minimise disruption and inconvenience to traffic and provide safe traffic conditions.  
                         | • Safe access to the Site for the project team, subcontractors, suppliers and visitors.  
                         | • Safe access for adjacent residents.  
                         | **Refer to clause 3.10.**                                                                                                                           |                           |                           |

The participants should decide on an action plan during the meeting, after discussing project and contract objectives, comments, observations and suggestions for improvement.
Form 2: Performance Evaluation Record

The participants ratings for each topic are recorded here so that the overall performance can be assessed.

**Design and Construct**

*Project Deed title:*

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Score</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Communication</strong></td>
<td>Open, honest, constructive, timely, efficient, effective</td>
<td></td>
</tr>
<tr>
<td><strong>Time</strong></td>
<td>Milestone achievement on or before due date</td>
<td></td>
</tr>
<tr>
<td><strong>Financial</strong></td>
<td>Meeting or bettering deed requirements</td>
<td></td>
</tr>
<tr>
<td><strong>Quality</strong></td>
<td>Meets or exceeds specified/agreed requirements</td>
<td></td>
</tr>
<tr>
<td><strong>Safety</strong></td>
<td>Safe working environment for project team and general public.</td>
<td></td>
</tr>
<tr>
<td><strong>Claim and Issue Resolution</strong></td>
<td>Resolve issues and claims early at an appropriate level. Open and frank discussions. Transparency.</td>
<td></td>
</tr>
<tr>
<td><strong>Environment</strong></td>
<td>Planning, conservation of resources, protection of environment, healthy work environment. Pro-active management of impacts and commitments. Minimise environmental incidents</td>
<td></td>
</tr>
</tbody>
</table>

**Rating system**

1. excellent
2. above expectation
3. meeting expectation
4. below expectation
5. unsatisfactory
### Design and Construct

**Project Deed title:**

**Date:**

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Score</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Relations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Co-operative relationships, compliance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>with NSW Government codes of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>practice and guidelines; I.R.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>management; and Subcontractor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>performance,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enjoy work and working together.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enhanced reputations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Community</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proactively enhance and maintain good</td>
<td></td>
<td></td>
</tr>
<tr>
<td>community relations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimise impacts on the community.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proactive management of commitments to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>individuals and groups.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Traffic Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimise disruption and inconvenience to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>traffic and provide safe traffic conditions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AVERAGE</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form 3: Performance Evaluation Record

The participants' ratings for each topic are recorded here so that the overall performance can be assessed.

### Group
**Design and Construct**

**Project Deed title:**

**Date:**

<table>
<thead>
<tr>
<th>Group Members</th>
<th>RMS Team</th>
<th>Contractor Team</th>
<th>Other</th>
<th>O V E R A L L</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMS</td>
<td>COMPANY</td>
<td>SUB-CONTRACTOR</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No</th>
<th>Month</th>
<th>RMS</th>
<th>COMPANY</th>
<th>SUB-CONTRACTOR</th>
<th>O V E R A L L</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Communication</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Time</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>Cost</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Quality</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>Safety</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>Claim and Issue Resolution</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>Environment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td>Contract Relations</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9</td>
<td>Community Relations</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>Traffic Management</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>AVERAGE</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No</th>
<th>Month</th>
<th>RMS</th>
<th>COMPANY</th>
<th>SUB-CONTRACTOR</th>
<th>O V E R A L L</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jan-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Feb-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Mar-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Apr-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>May-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Jun-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Jul-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Aug-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Sep-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Oct-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Nov-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Dec-[insert year]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule 33

**Designer's Deed of Covenant**

(clause 2.8(g)(i))

To: ROADS AND MARITIME SERVICES, (ABN 76 236 371 088) of 20-44 Ennis Road Milsons Point NSW 2061

Recitals

A. RMS has engaged [Insert Contractor's name] (ABN [Insert Contractor's ABN]) of [Insert Contractor's address] ("Contractor") to carry out certain works for RMS by deed dated [insert date] ("Deed").

B. The Contractor has engaged [Insert Designer's name] ("Designer") to carry out the design work specified in the Schedule for the purposes of its obligations under the Deed ("Design Work").

C. Under the Deed the Contractor is required to procure the Designer to execute this deed poll in favour of RMS.

**Operative**

1. **Duty of care**
   
   The Designer warrants to RMS that in performing the Design Work and in providing any certificate under clause 12.2(h) of the Deed:
   
   (a) it will owe a duty of care to RMS;
   
   (b) it will exercise reasonable skill and care; and
   
   (c) it is aware that RMS will be relying upon the skill and judgement of the Designer in performing the Design Work.

2. **Governing law and jurisdiction**

   This deed poll will be construed in accordance with the law of the State of New South Wales and the Designer irrevocably submits to the jurisdiction of the Courts of that State.

**Schedule**

[Insert description of Design Work]

**EXECUTED** as a deed poll.

**Executed** by [ ]

by or in the presence of:

<table>
<thead>
<tr>
<th>Signature of Director</th>
<th>Signature of Secretary/other Director</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Director in full</th>
<th>Name of Secretary/other Director in full</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule 34

Form of Warranty

(clause 17.14(a))

This deed poll is made the day of 20

To: ROADS AND MARITIME SERVICES, (ABN 76 236 371 088) of 20-
44 Ennis Road Milsons Point NSW 2061 ("RMS")

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

Recitals

A. The Warrantor has supplied the items described in Item 2 of the Schedule
("Equipment") to the person described in Item 3 of the Schedule
("Contractor") for the [Insert project description] ("Project") being carried out
by the Contractor under the deed described in Item 4 of the Schedule ("Deed")
with RMS.

B. It is a requirement imposed by RMS that the Warrantor give the following
warranties in favour of RMS with respect to the Equipment.

Operative

1. The Warrantor:
   (a) warrants to RMS that the Equipment will be to the quality and standard stipulated by the
   Deed and will be of merchantable quality and fit for the purpose for which it is required;
   and
   (b) gives the warranty more particularly set out in Item 5 of the Schedule with respect to the
   Equipment.
   The above warranties are in addition to and do not derogate from any warranty implied by
   law in respect of the Equipment.

2. The Warrantor warrants to RMS that it will replace so much of the Equipment as within the
   period described in Item 6 of the Schedule:
   (a) is found to be of a lower quality or standard than that referred to in clause 1; or
   (b) shows deterioration of such extent that in the opinion of RMS the Equipment ought to
   be made good or replaced in order to achieve fitness for the purpose for which it is
   required, whether on account of utility, performance, appearance or otherwise.

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

4. The Warrantor acknowledges to RMS that nothing contained in this Deed Poll is intended to
   nor will render RMS in any way liable to the Warrantor in relation to any matters arising out
   of the Deed or otherwise.
Schedule

Item 1:  Warrantor
[Insert Warrantor’s name]
[Insert Warrantor’s address]

Item 2:  The Equipment
[Insert details of the equipment]
(Recital A)

Item 3:  The Contractor
[Insert Contractor’s name] (ABN [Insert Contractor’s ABN])
[Insert Contractor’s address]
(Recital A)

Item 4:  Deed
The deed titled "[Insert project deed title]"
(Recital A)

Item 5:  Detailed Warranty of Warrantor
[Insert warranty with respect of the equipment]
(Clauses 1)

Item 6:  Period of Years
[Insert number of years] years from the expiry of the last "Defects Correction Period" as defined in the Deed.
(Clauses 2)

Executed as a deed poll.
Executed by [ ]
by or in the presence of:

Signature of Director

Signature of Secretary/other Director

Name of Director in full
Name of Secretary/other Director in full
Owner's Deed Poll
(clauses 13.2(g) and 13.2(i))

This deed poll is in favour of Roads and Maritime Services.

Property Address: [Insert Property Address]

1. I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:
   [Insert Description of Property Works]

2. I/We confirm that our land has been rehabilitated and all damage and degradation on it repaired.

3. I/We release Roads and Maritime Services from all claims and actions which I/we may have arising out of or in connection with the works referred to in item 1.

SIGNED as a deed poll.

Signed sealed and delivered by

[Signature]

in the presence of:

[Signature of Witness]

Name of Witness in full
### Schedule 36

**Insurance Schedule**

*(clauses 7.1(a), 7.1(b), 7.5(a)(i) and 7.5(a)(ii))*

<table>
<thead>
<tr>
<th>TYPES OF INSURANCES</th>
<th>MINIMUM SUM INSURED</th>
<th>PERIOD OF INSURANCE</th>
<th>INSURANCE COVER IS TO INCLUDE THE FOLLOWING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Principal Arranged Insurance (RMS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The details of the policies below are provided in the icare policy documents. A copy of these may be inspected provided upon request. Capitalised terms which are not defined in the deed are defined in the sample policy documents.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Contract Works</td>
<td>Contract Works – as per Declared Value</td>
<td>Duration of the Works – covering RMS, Contractor and subcontractors and other parties as specified in the contract</td>
</tr>
<tr>
<td>Excess for Contract Works</td>
<td>The Contractor is responsible for meeting the amount of any excess payable under the principal-arranged insurance. The excess amounts current at the date of the contract are:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Contract Works greater than $100m:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Water damage – excess is $500,000 per Event/Occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Tunnelling contracts – excess is $500,000 per Event/Occurrence (where applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Any other claim – excess is $100,000 per Event/Occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Contractor may effect insurance to cover the amount of that excess at its own cost.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Public and Products Liability</td>
<td>Public and Products Liability $200m</td>
<td>Maintained until the Date of Completion – covering RMS, Contractor and subcontractors and other parties as specified in the contract</td>
</tr>
<tr>
<td>Excess for Public and Product Liability</td>
<td>The Contractor is responsible for meeting the amount of any excess payable under the principal-arranged insurance. The excess amounts current at the date of the contract are:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Injury to Contractors – excess is $10,000 per Event/Occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Products Liability – excess is $50,000 per Event/Occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Underground Services – excess is $50,000 per Event/Occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Any other claim – excess is $10,000 per Event/Occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Contractor may effect insurance to cover the amount of that excess at its own cost.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Professional Indemnity</td>
<td>RMS has effected a Principal Professional Indemnity policy for its own benefit.</td>
<td></td>
</tr>
<tr>
<td><strong>Contractor Arranged Insurances</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Motor Vehicle Comprehensive or Third Party Property Damage effected with an approved insurer as defined in Definitions and</td>
<td>$20 million for any single occurrence</td>
<td>Annually to the Date of Completion.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Types of Insurances

<table>
<thead>
<tr>
<th>TYPES OF INSURANCES</th>
<th>MINIMUM SUM INSURED</th>
<th>PERIOD OF INSURANCE</th>
<th>INSURANCE COVER IS TO INCLUDE THE FOLLOWING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes clause 1 below</td>
<td></td>
<td></td>
<td>jurisdiction as defined in Definitions and Notes clause 2 below.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(c) If applicable to the contract – all plant and equipment owned or used by the Contractor or subcontractors directly or indirectly in the performance of the contract.</td>
</tr>
<tr>
<td>5</td>
<td>Workers Compensation effected with an approved insurer as defined in Definitions and Notes clause 1 below</td>
<td>As per the relevant Workers Compensation legislation</td>
<td>Annually to the Date of Completion.</td>
</tr>
<tr>
<td>6</td>
<td>Professional Indemnity</td>
<td>RMS will not set any requirements for the minimum sum insured for professional indemnity in the deed. The contractor / consultant / supplier should make their own independent decision regarding their own professional indemnity requirements.</td>
<td></td>
</tr>
</tbody>
</table>

### Definitions and Notes

1. Approved insurer means:
   - an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; or
   - Lloyds Underwriters; or
   - a Treasury Managed Fund insurance scheme with the NSW State Government; or
   - Self Insurance Corporation of NSW through Insurance and Care NSW (icare); or
   - the Comcover insurance scheme for the Australian Federal Government.

Note that where the insurance risk is insured by an insurer not listed in Note 1(a) or 1(b) then a ‘fronting’ placement is acceptable from an insurer list in Note 1(a) or 1(b).

2. Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.

3. A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit of the policy.
Schedule 37

Contract works and third party products liability insurance proposed wording

(clauses 7.1(a) and 7.2(a)(i))
Contents

Introduction

Schedule

Definitions / Interpretations

Material Loss or Damage

1. INSURING CLAUSES
   1.1 Insured Property
   1.2 Maintenance or Defects Liability
   1.3 Basis of Settlement
   1.4 Local Authorities Clause
   1.5 Undamaged Foundations
   1.6 Output Replacement
   1.7 Reasonable Margin for Profit
   1.8 Pavement Materials
   1.9 Earthworks

2. EXTENSIONS APPLYING TO THIS POLICY
   2.1 Additional Costs and Expenses
   2.2 Civil Authority

3. EXCLUSIONS APPLYING TO THIS POLICY
   3.1 Consequential Loss
   3.2 Wear and Tear
   3.3 Defects
   3.4 Aircraft or waterborne craft
   3.5 Disappearance or Shortage
   3.6 Money
   3.7 Transits Outside of Australia
   3.8 Electronic Data Exclusion
   3.9 Breakdown of Construction Plant and Equipment
   3.10 Nuclear Risks
   3.11 War and Terrorism
   3.12 Earthwork Materials and Pavement Materials
   3.13 Unsealed Roadworks
   3.14 Piling foundation clause MR 121

4. CONDITIONS APPLYING TO THIS POLICY
   4.1 Escalation
   4.2 Claims Procedure
   4.3 Limits of Liability
   4.4 Application of Excess
   4.5 Insurers' Rights and Subrogation
   4.6 Multiple Insureds Clause
   4.7 Notices
   4.8 Declarations and Premium Payment
   4.9 Extension to Period of Insurance
   4.10 Insolvency or Bankruptcy
   4.11 Hold Harmless Agreements
   4.12 Jurisdiction and Service of Proceedings
   4.13 Cancellation
   4.14 Alterations in Material Fact/Error or Omission
   4.15 Progress Payments
   4.16 Engagement of Loss Adjusters
   4.17 Loss Payee
   4.18 Currency
   4.19 Tunnel conditions
   4.20 Landslides


**Introduction**

In consideration of the Named Insured having paid or agreed to pay the Premium, the Insurers agree to indemnify the Insured in the manner and to the extent provided herein, subject always to the Limits and Sub-limits of Liability, Conditions, Exclusions and other terms of or any Endorsements to this Policy.

The liability of the Insurer will in no case exceed the Limits of Liability and Sub-limits stated in the Schedule or elsewhere in this Policy. Furthermore, the liability of the Insurer will in no case exceed the proportion set against the Insurer’s name below.

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy No.</th>
<th>Ppn %</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self Insurance Corporation of NSW</td>
<td>To be provided upon placement</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Schedule**

**Named Insured:**
Roads and Maritime Services (RMS) as Principal

This Policy also insures other parties as specified in the definition of the Insured including but not limited to:

Contractors and subsidiary or controlled companies

**Project:**
Contracts relating to the over $100m project

as more particularly defined in the scope of works in the contract including variations thereto.

**Project Site:**

**Period of Insurance:**
From: 4.00 PM on date tba Local Time

To: As more particularly defined in this Policy, but estimated at:

(a) Construction Period - ending date tba

(b) plus the Defects Liability Period as more particularly defined herein.

**Maintenance/Defects Liability Period:**
36 months this Contract.

**Performance Testing Period:**
3 months any one Contract.

**Territorial Limits:**
Anywhere in Australia.

**Limits of Liability:**
Limit of Liability any one Event at any one situation:

1. Contract Works
2. Existing Property Not Covered
3. Construction Plant and Equipment (limit any one item) Not Covered

Sub-limits of Liability:
The liability of Insurers will be further limited in respect of any one Event at any one situation as set out in the Sub-limits below. These Sub-limits will apply in addition to the above Limits of Liability.

2.1(a) Removal of Debris and Other Costs $15,000,000
2.1(b) Expediting Expenses $ 15,000,000
2.1(c) Search and Locate Costs $ 250,000
2.1(d) Professionals’ Fees $ 15,000,000
2.1(e) Mitigation Expenses $ 2,000,000
2.1(f) Claim Preparation Costs $ 1,000,000
2.1(g) Government and other Fees $ 1,000,000
Offsite Storage $ 5,000,000
Insured Property whilst in transit $ 2,000,000

In respect of:

**Basis of Settlement**
(Insuring Clause 1.3)

| 1. | Contract Works: | Reinstatement Value |
| 2. | Existing Property: | Not Covered |
| 3. | Construction Plant and Equipment: | Not Covered |

**Nominee for Legal Service:**
AAI Limited trading as GIO

(Condition 4.12(c))

**Agreed Loss Adjuster(s):**
Technical Assessing Cunningham Lindsey

(Condition 4.16)

**Loss Payee:**
Roads and Maritime Services

(Condition 4.17)

**Excesses: (each and every loss)**

| Loss or Damage to Insured Property caused by water. | $500,000 |
| Damage in respect of tunnelling operations | $500,000 |
| Loss or Damage other causes | $100,000 |

(Condition 4.4)

**Premium:**
As agreed in quoted terms

---

**Definitions / Interpretations**

The following Definitions will apply to this Policy.

**Aircraft** means any craft or machine made or intended to fly or become airborne or move in or through the atmosphere or space.

**Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

**Contract** means contracts or agreements in connection with the Project.

**Contract Works** means all works undertaken by or on behalf of the Insured in connection with the Project.

**Damage** means physical loss, destruction or damage with the word Damaged having a corresponding
meaning.

**Defined Peril** means, for the purposes of Exclusion 3.8, fire; lightning; explosion; storm, windstorm, hail, tornado, cyclone, hurricane; earthquake; volcano; tsunami; flood; freezing; weight of snow; impact by Aircraft and other aerial devices or articles dropped therefrom; impact by any road vehicle or animal; bursting, overflowing, discharging, leaking or escape of water from any tank, apparatus or pipes; theft (other than theft by employees) including theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data; riot, civil commotion, strikes, locked-out workers, persons taking part in labour disturbances, malicious persons; accidental damage; subsidence, ground heave or landslip.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

**Event** means an occurrence or series of occurrences consequent upon or attributable to one source or original cause.

**Indemnity Value** means:

(1) where the Damage to property can be repaired, the cost necessarily incurred to restore the property to its former state of serviceability, including the cost of dismantling and re-erection incurred for the purpose of effecting the repairs. Deductions will not be made for depreciation in respect of parts replaced, but the salvage value of such parts shall be taken into account;

(2) where the property is totally destroyed, lost or stolen, abandoned or cannot be satisfactorily repaired at a cost not exceeding the market value immediately before the Damage, the market value of the item at the time of the Event. If due to the nature of the property, it is not possible to readily ascertain a market value, the basis of settlement shall be the replacement cost of the damaged property less due allowance for depreciation taking into consideration the anticipated useful life of the property and the nature of its usage;

**Insured** means:

(1) the Named Insured;

(2) any parent or subsidiary company (including subsidiaries thereof) of the Named Insured and any other organisation under the control of the Named Insured and over which it is exercising active management, whether now or hereafter incorporated;

(3) any of the following persons or entities for whom or for which the insured parties under clauses (1) and (2) above are obliged to arrange insurance by virtue of a Contract or assumption of responsibility, but only to the extent required by such Contract or assumed responsibility and in any event only for such coverage and Limits of Liability as provided in this Policy:

   (a) any principal or owner or agent of the principal or owner; or joint venture partner;

   (b) any construction manager or project manager or superintendent;

   (c) any contractor or sub-contractor of any tier, other than those categories more specifically defined elsewhere in this Policy;

   (d) any architect, engineer, surveyor or other consultant for their manual on-site activities only;

   (e) any lessor, financier, mortgagee or trustee;

   (f) any government body;

   (g) any other party with an insurable interest in the Contract(s);

(4) any director, executive officer, employee, contract staff or partner of any of the insured under clauses (1), (2) or (3) whilst acting as such; and

(5) any office bearer or member of any social, sporting, safety, security, medical or welfare facility of any of the insured under clauses (1), (2), (3)(a), (3)(b) or (3)(c) whilst acting as such;

all for their respective rights and interests.

**Insured Property:**

(1) **Contract Works** means property of every description used or to be used in part of or incidental to or having any connection whatsoever with the Insured Operations. It shall include but not be limited to:
(a) the whole of the works, whether permanent or temporary works, structures, materials and supplies including free supplied materials;
(b) temporary buildings, camp buildings and all other project buildings and their contents;
(c) formwork, falsework, scaffolding, access platforms, hoardings, mouldings, and the like, whether the foregoing be consumable or reusable;
(d) consumables, drawings and other documents and Electronic Data;
but excluding Construction Plant and Equipment and Existing Property not specified above.

(2) Existing Property means existing buildings, structures, plant, contents and real property of every description, but only in respect of Events during the course of completing the Insured Operations. Existing Property is specifically excluded under this Policy unless an amount is specified against this item in the Schedule.

(3) Construction Plant and Equipment means:
(a) all construction plant, tools and equipment of every description including spare parts;
(b) employees’ tools, equipment and personal property;
Property described in clauses (1)(b) and (1)(c) is deemed to be Construction Plant and Equipment when situated at the Named Insured’s premises or storage locations and provided the Named Insured has elected to cover Construction Plant and Equipment under this Policy against which an appropriate Limit of Liability is stated in the Schedule. Construction Plant and Equipment is specifically excluded under this Policy unless an amount is specified against this item in the Schedule.

(4) Property defined in clauses (1) to (3) shall refer to property owned by the Insured or for which they are responsible or have assumed responsibility prior to any Event for which a claim may be made hereunder, or for which the Insured has agreed to insure, or in which the Insured otherwise has an insurable interest.

Local Time, which appears in the Schedule means the time at the principal Project Site.

Major Perils means earthquake, landslip, fire, subterranean fire or volcanic eruption, subsidence, collapse, storm and/or tempest and/or rainwater and/or flood and/or tsunami and/or named cyclone.

Offsite Storage means locations where the Insured stores Insured Property away from where the works are being undertaken.

Performance Testing Period means the period of testing and/or commissioning of the Contract Works or any of its component parts and begins when ‘live load’ is introduced, including the use of feedstock or other materials for processing or other media to simulate working conditions and in the case of electrical motors, electrical generating, transforming, converting or rectifying plant or machinery, connection to a grid or other load circuit, or as more particularly described in a Contract, and ends at the completion of testing and commissioning under the Contract, but in no case exceeding the Performance Testing Period shown in the Schedule (if any).

Where Performance Testing is performed in stages any periods between the applications of ‘live load’ are not considered to be part of the Performance Testing Period. Simple functionality tests without the application of ‘live load’ are not considered to be part of the Performance Testing Period.

Performance Testing that exceeds the maximum period stated in the Schedule will only be covered subject to the prior approval of the Insurer.

Period of Insurance means the period from the commencement date of this Policy shown in the Schedule and includes the Construction Period and Defects Liability Period as detailed below.

(1) Construction Period means the period from the commencement date of this Policy shown in the Schedule, including any relevant Performance Testing Period of any Contract, until the earlier of:
(a) the date the Project has been formally accepted in its entirety by the principal or owner as having achieved Construction Completion as defined in the Contract(s), notwithstanding the fact that portions of the Project may have been handed over, put into use and accepted by the principal or owner prior to that time, including any Performance Testing Periods;
(b) the date specified in item (a) of the Period of Insurance in the Schedule, or if such date is extended pursuant to Condition 4.9, that extended date.

(2) Defects Liability Period means the period described in any Contract during which an Insured is obliged or legally liable to rectify defects, shrinkages, errors, omissions or other faults
and/or to complete the maintenance or other obligations under such Contract (the original Defects Liability Period). This period shall not exceed the Defects Liability Period stated in the Schedule in respect of any one Contract.

Where the Contract provides for the Defects Liability Period to be extended upon rectification of a defect, the Defects Liability Period in respect of the rectification can be extended up to a period not exceeding the original Defects Liability Period following completion of the rectification works.

**Project Site** means the situation(s) stated in the Schedule and any other situation where the Insured is performing the works or has property stored or being processed together with all surrounding areas in connection with the Project. Project Site shall extend to include overseas situations stated in the Schedule or subsequently endorsed onto this Policy.

**Project Value** means the total value of work and construction costs incurred by or on behalf of the Insured in respect of the Contract Works and includes the value of principal supplied and other free supplied materials (if required to be insured under the Contract).

**Reinstatement Value** means:

1. where the property is lost or destroyed, the cost of replacement thereof by similar property in a condition equal to, but not better nor more extensive than, its condition when new;
2. where the property is Damaged and can be repaired, the cost necessarily incurred to restore the property to a condition substantially the same as, but not better or more extensive than its condition when new, plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs.

The following Interpretations will apply to this Policy.

**Singular/Plural**

In this Policy, where the context admits, words denoting the singular shall include the plural and vice versa.

**Headings**

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.
Material Loss or Damage

The Insurer will indemnify the Insured as follows.

1. **Insuring Clauses**

   1.1 **Insured Property**
   The Insurer will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property from a cause not specifically excluded, occurring at the Project Site or at Offsite Storage or in transit within the Territorial Limits during the Construction Period.

   1.2 **Maintenance or Defects Liability**
   The Insurer will indemnify the Insured in accordance with the Basis of Settlement, against Damage to the Insured Property from a cause not specifically excluded, provided such Damage:
   (a) manifests itself during the Maintenance or Defects Liability Period provisions of the Contract; and
   (b) originates from:
      (i) a cause arising during the Construction Period and at the Project Site; or
      (ii) an act or omission of any of the Insured parties, or some other cause occurring in connection with the Insured party complying with the Maintenance or Defects Liability Period provisions of the Contract.

   1.3 **Basis of Settlement**
   In the event of Damage to Insured Property the amount payable shall be in accordance with the Basis of Settlement stated in the Schedule in respect of the property designated therein.
   (a) **Reinstatement Value**
      Where the Basis of Settlement is Reinstatement Value the following provisions shall apply:
      (i) the work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Named Insured, but subject to the liability of the Insurer not being thereby increased), must be commenced and carried out with reasonable dispatch;
      (ii) where Insured Property has been Damaged and where the Named Insured elects not to reinstate such Insured Property, the Insurer will pay to the Named Insured an amount equal to the cost necessary to replace, repair or rebuild the Insured Property to a condition substantially the same as but not better nor more extensive than its condition at the time the Damage occurred;
      (iii) if the Insured Property is reasonably abandoned because the cost of recovery would exceed the amount payable under this Policy in respect of such property, it shall be deemed to be a constructive total loss and settlement shall be made in accordance with the above provisions (as applicable).
   (b) **Indemnity Value**
      Where the Basis of Settlement is Indemnity Value the following exceptions will apply to the settlement of Damage to Construction Plant and Equipment:
      (i) where the item is financed and in the event of its total loss or constructive total loss, the amount settled shall be the greater of the cost of discharging the lease or the stated Basis of Settlement;
      (ii) in respect of items leased, hired or rented, the basis of settlement shall be in accordance with the rectification provisions of the lease, hire or rental agreement but not exceeding the Reinstatement Value;
   (c) The total amount payable by the Insurer will also include any additional

---

**IC-DC-C91-2**

D&C Project Deed Schedules   Ed 1/Rev 28, September 2017   Page 167
amounts as provided in clauses 1.5 to 1.7 (as applicable).

1.4 Local Authorities Clause
The indemnity provided by this clause 1.4 shall, subject to the Sub-Limit of Liability stated in the Schedule (if any), extend to include the extra costs (including demolition or dismantling) necessarily incurred to comply with the requirements of any Act of Parliament or regulation made thereunder or any by law or regulation of any municipal or other statutory authority, other than such extra costs as aforesaid with which the Insured had been required to comply prior to the Damage occurring.

1.5 Undamaged Foundations
Where the Insured Property is destroyed but the foundations are not destroyed, then any abandoned foundations will be considered as being destroyed. The term “foundations” is deemed to include services such as, but not limited to, conduits, pipes, cables and wiring built into the footings and foundations (including concrete floor slabs).

1.6 Output Replacement
If any item(s) of the Insured Property having a measurable output is Damaged (in whole or in part) and which is capable of replacement with a new item(s) which performs a similar function, then the amount payable by the Insurer in respect of such property shall be on the following basis:

(a) If any lost or destroyed Insured Property is to be replaced by an item(s) which has the same or a lesser total output, then the amount payable thereof is the new installed cost of such replacement item(s) as would give the same total output as the Damaged item(s);

(b) If any Damaged Insured Property is to be replaced by an item(s) which has a greater total output and the replacement value is no greater than the value of the Damaged item(s) then the amount payable shall be the cost of the replacement item(s) and no deduction shall be made due to improved output;

(c) If any Damaged Insured Property is to be replaced by an item(s) which has a greater total output and the replacement value is greater than the value of the Damaged item(s) then the insurable value thereof is that proportion of the new installed cost of the replacement item(s) as the output of the Damaged item(s) bears to the output of the replacement item(s). The difference between the insurable value as defined and the new installed cost of the replacement item(s) shall be borne by the Insured.

This clause 1.6 does not apply if the Basis of Settlement against the relevant property is designated in the Schedule as Indemnity Value.

1.7 Reasonable Margin for Profit
In all cases, the cost of reinstatement shall refer to the final cost to the Insured after completion of the repair, reinstatement or replacement work (including materials and wages incurred for the purpose of repairs and a reasonable margin for profit, administration costs and overheads).

1.8 Pavement Materials
Any material obtained from any source either natural, raw, processed, crushed, manufactured or recycled, either in a stockpile or as part of running surface which may comprise that portion of a road designed for the support of, and to form the running surface for vehicle traffic.

1.9 Earthworks
All operations involving the loosening, removing, depositing, shaping and compacting soil or rock. Including the excavating and embankment of earth involved in an engineering construction and the structures resulting from this operation.

2. Extensions applying to this Policy
The following Extensions apply to this Policy

2.1 Additional Costs and Expenses
The Insurer shall, in addition to the Limits of Liability, pay the following extra costs and expenses incurred by or on behalf of the Insured (over and above those already
included in the Project Value) unless said Damage is excluded, subject to the Sub limits of Liability stated in the Schedule (if any).

(a) Removal of Debris and Other Costs
   (i) Debris
       Costs and expenses necessarily incurred in respect of the demolition, removal, storage and/or disposal of debris, Insured Property (including Insured Property which is no longer useful for the purpose it was intended) and any other property or substances including ponded water affecting the Project arising out of Damage.
   (ii) Temporary Protection
       Costs and expenses incurred by or on behalf of the Insured:
           (A) for the removal of and/or the temporary protection and safety of Insured Property;
           (B) in the purchasing and/or hiring and in the erection and dismantling of hoardings, barriers, fences and any other forms of protection which the Insured must provide in order to comply with the requirements of any government, municipal or other statutory authority;
       provided that the indemnity afforded shall only apply where the costs and expenses are incurred as a result of Damage.
   (iii) Shoring, Propping and Other Costs
       Costs and expenses necessarily incurred in respect of shoring up, propping, underpinning and temporary repairs as a consequence of actual Damage.

(b) Expediting Expenses
   Costs and expenses incurred in connection with or incidental to expediting the commencement, carrying out or completion of the repair, reinstatement or replacement of the Insured Property consequent upon Damage. Such costs and expenses shall include but not be limited to:
   (i) express or chartered carriage or delivery (including by sea or air);
   (ii) travel (including by sea or air) of the Insured's employees, agents, sub-contractors, consultants or representatives;
   (iii) overtime or penalty rates of wages and other related allowances and payments;
   (iv) hire of additional labour, plant, equipment, materials, expertise or services;
   (v) reasonable and necessary changes in the method of construction, the cost of earlier than usual delivery or manufacture and/or costs of purchasing resources;
   (vi) accommodation and boarding costs (including meals and other costs associated therewith);
   (vii) additional administrative and/or overhead expenses.

(c) Search and Locate Costs
   Leak search and other costs incurred following irregularities discovered in the results of a hydrostatic or other testing procedure. Such costs will include but not be limited to:
   (i) the cost of hiring, operating and transporting apparatus;
   (ii) the cost of all associated earthworks;
   and are payable notwithstanding that Damage may not have occurred to the affected item.

(d) Professionals’ Fees
   The fees of project managers, architects, surveyors, quantity surveyors, engineers, legal and other consultants and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon Damage to the
Insured Property, but not for preparing any claim under this Policy.

(e) Mitigation Expenses
Reasonable costs and expenses incurred by or on behalf of the Insured in connection with or incidental to mitigating, containing, eliminating, avoiding or suppressing actual threat to life or actual Damage occurring at or adjacent to or immediately threatening the Insured Property.

Such costs and expenses shall include but not be limited to:

(i) the payment for additional labour (including the Insured's employees), services or resources;
(ii) the cost of replenishing fire fighting appliances or systems and costs and charges incurred for the purpose of shutting off the supply of water or any other substance following the accidental discharge or escape from intended confines of any such substance, whether from fire protection equipment or otherwise.

(f) Claims Preparation Costs
Reasonable costs and expenses necessarily incurred by the Insured and not otherwise recoverable in connection with or incidental to preparing, collating, auditing or qualifying actual or imminent Damage being claimed under this Policy.

(g) Government and other Fees
(i) Any fee, contribution or other impost (excluding fines and/or penalties) payable to any government, municipal or other statutory authority, where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate Insured Property.
(ii) Any fee contribution or other impost (excluding fines and/or penalties) payable to any government, municipal or other statutory authority for services rendered or equipment supplied for the purpose of helping to prevent, mitigate or confine further actual Damage at the site of the Project Site.

2.2 Civil Authority
This Policy is extended to include loss resulting from Damage by civil authority during a conflagration or other catastrophe incurred for the purpose of retarding the same.

3. Exclusions applying to this Policy
This Policy does not provide indemnity in respect of:

3.1 Consequential Loss
liquidated damages or penalties for non completion of or delay in completion of the Contract Works or non compliance with contract conditions or consequential loss, other than as specifically provided under this Policy.

3.2 Wear and Tear
Damage directly caused by:
(a) normal wear and tear;
(b) rust, oxidation, corrosion or gradual deterioration, in each case when due to normal atmospheric conditions or other gradual causes;

but this Exclusion 3.2, shall be limited to the smallest component part of the Insured Property which is immediately affected and shall not apply to any other parts lost or Damaged in consequence thereof.

3.3 Defects
all costs rendered necessary by defects of material, workmanship, design, plan or specification, however should Damage occur to any portion of the Insured Property containing the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured Property had been put in hand immediately prior to the said damage.

For the purpose of this Policy, and not merely this Exclusion 3.3, it is understood and
agreed that any portion of the Insured Property shall not be regarded as Damaged solely by virtue of the existence of any defect of material, workmanship, design, plan or specification.

3.4 **Aircraft or waterborne craft**

aircraft or waterborne craft or plant and equipment permanently mounted thereon.

3.5 **Disappearance or Shortage**

loss due to disappearance or revealed by inventory shortage alone, unless the shortage can be reasonably attributed to a cause not otherwise specifically excluded.

3.6 **Money**

Damage to cash, bank notes, treasury notes, cheques, postal orders and money orders, stamps or securities.

3.7 **Transits Outside of Australia**

Damage to Insured Property in the course of ocean marine shipment between countries or transit by air between countries.

3.8 **Electronic Data Exclusion**

loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, Exclusion 3.8 will not apply to physical damage occurring to Insured Property during the Construction Period or Defects Liability Period directly caused by a Defined Peril.

3.9 **Breakdown of Construction Plant and Equipment**

Damage to Construction Plant and Equipment caused by its own mechanical or electrical breakdown, however this Exclusion 3.9 shall be limited to the smallest component part immediately affected and shall not extend to include other components or parts Damaged in consequence thereof.

3.10 **Nuclear Risks**

loss, damage or liability directly or indirectly caused by or contributed to by or arising from:

(a) ionising, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;
for the purpose of this Exclusion 3.10 (a) only, combustion shall include any self-sustaining process of nuclear fission;

(b) nuclear weapons materials.

This Exclusion 3.10 shall not apply to Damage resulting from the use of commercial radioactive isotopes.

3.11 **War and Terrorism**

notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power. Notwithstanding this clause 3.11 (a), this Policy shall cover loss, damage or liability caused by missiles and/or mines and/or bombs and/or other explosives not discovered at the moment of commencement of this Policy as long as no state of war exists in the country where the loss occurs; or

(b) any act of terrorism, except to the extent provided under the Terrorism Insurance Act 2003 (Cth).

For the purpose of this clause an act of terrorism means an act, including but not
limited to the use of force or violence and/or the threat thereof, of any person or
group(s) of persons, whether acting alone or on behalf of or in connection with any
organisation(s) or government(s), committed for political, religious, ideological or
similar purposes including the intention to influence any government and/or to put
the public, or any section of the public, in fear.
This clause also excludes loss, damage, cost or expense of whatsoever nature directly
or indirectly caused by, resulting from or in connection with any action taken in
controlling, preventing, suppressing or in any way relating to 3.11 (a) and/or 3.11 (b)
above.
In the event any portion of this Exclusion clause 3.11 is found to be invalid or
unenforceable, the remainder shall remain in full force and effect.
3.12 Earthwork Materials and Pavement Materials
It is agreed and understood that otherwise subject to the terms, exclusions, provisions
and conditions contained in the Policy or endorsed thereon, the Insurer will not
indemnify the Insured for loss or damage, due to rain on earthworks materials and or
pavement materials; except where such loss or damage is due to an event with a
minimum return period of 20 years for the location insured on the basis of the 24
hour statistics prepared by the Bureau of Meteorology for the nearest station to the
location Insured.
3.13 Unsealed Roadworks
It is agreed and understood that otherwise subject to the terms, exclusions, provisions
and conditions contained in the Policy or endorsed thereon cover for damage to
unsealed roadworks will not exceed 5000 metres any one indemnifiable Event
3.14 Piling foundation clause MR 121
It is agreed and understood that otherwise subject to the terms, exclusions, provisions
and conditions contained in the Policy or endorsed thereon, the Insurer shall not
indemnify the Insured in respect of expenses incurred
1. for replacing or rectifying piles or retaining wall elements
   a) which have become misplaced or misaligned or jammed during their
      construction,
   b) which are lost or abandoned or damaged during driving or
      extraction, or
   c) which have become obstructed by jammed or damaged piling
      equipment or casings,
2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load
   bearing test or otherwise not having reached their designed load bearing
   capacity,
6. for reinstating profiles or dimensions.
This endorsement shall not apply to loss or damage caused by natural hazards. The
burden of proving that such loss or damage is covered shall be upon the is agreed and
understood that otherwise subject to the terms, exclusions, provisions and conditions
Insured.
4. Conditions applying to this Policy
The following Conditions apply to this Policy
4.1 Escalation
If during the Construction Period, the anticipated final Project Value of a Contract or
series of Contracts in connection with one project exceeds the Limit of Liability for
Contract Works, then the Limit of Liability for Contract Works shall be increased by
the percentage that the anticipated final Project Value for such Contract(s) exceeds
the estimated Project Value at commencement of the Construction Period of the
Contract(s), provided that the Limit of Liability for Contract Works for such
Contract(s) shall not increase by more than Fifteen Precent (15%).
The provisions of this clause shall not apply to any Sub-limits of Liability specified under the Limits of Liability in the Schedule.

4.2 Claims Procedure
For estimated Damage up to $50,000 the Insured is at liberty to immediately proceed with repairs or replacement and shall provide to the Insurer full details of the cause and circumstances of the Damage, followed by written notification of the claim, supported by the necessary invoices and other details.

For estimated Damage exceeding $50,000 the Insured is to defer proceeding with repairs or replacement until the Insurer or their representatives have made a preliminary survey or have agreed to the Insured proceeding with repairs or replacement.

The amounts stated in this Condition 4.2 refer to estimates made by the Insured of amounts payable by Insurer after application of any relevant Excess.

4.3 Limits of Liability
(a) No liability shall attach to the Insurer until the loss in respect of each Event exceeds the amount of any relevant Excess stated in the Schedule.

(b) The Liability of the Insurer for any one Event at any one situation shall not exceed the Limits of Liability and the cumulative amounts of the Sub-limits of Liability stated in the Schedule (as applicable).

(c) The Limits of Liability and Sub-limits of Liability shall apply in excess of the amount of the relevant Excess.

4.4 Application of Excess
(a) The Insured shall be liable to pay the amount of the Excess in respect of each Event. If a series of claims are made arising out of the one Event then only one Excess shall apply.

(b) Non-aggregation of Excess
Should more than one Excess apply for any claim or series of claims arising from the one Event, such Excesses shall not be aggregated and only the highest single Excess shall apply.

(c) 72 Hour Clause
For the purpose of the application of any Excess, all Damage resulting from fire, earthquake, cyclone, flood, storm and/or tempest, occurring during each period of 72 consecutive hours shall be considered as one Event where such peril is sporadic in its sweep and scope. The Insured shall select the time from which any such period shall commence but no two selected periods shall overlap.

(d) Inland Transit
If a transit Excess is specified in the Schedule, such Excess shall apply to Insured Property in the course of loading of the Insured Property, whilst in transit, including any incidental storage until completion of unloading at the point of discharge at the final destination.

4.5 Insurers Rights and Subrogation
(a) Upon the payment of any claim under this Policy, subject to any restrictions imposed by the Commonwealth Insurance Contracts Act 1984, the Insurer shall be subrogated to all the rights and remedies of the Insured arising out of such claim against any person or corporation whatsoever.

(b) The Insured shall, at the request and the expense of the Insurer, do and concur in doing all such acts and things as the Insurer may reasonably require to preserve and enforce any rights the Insured may have against anyone in respect of Damage to Insured Property.

4.6 Multiple Insureds Clause
(a) If the Insured comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this clause 4.6), cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurer to all of the insured parties collectively shall
not exceed the Limits of Liability or Sub-limits in this Policy.

(b) The insured parties will, to the extent allowed under contract, at all times preserve the various contractual rights and agreements entered into by the insured parties and contractual remedies of such parties in the event of loss or damage.

(c) The Insurer shall be entitled to avoid liability to or (as may be appropriate) claim damages from an insured party in circumstances of such insured party committing fraud, misrepresentation, material non-disclosure or breach of any warranty or Condition of this Policy (referred to in this Condition 4.6 as a “Vitiating Act”).

(d) However a Vitiating Act or any other act or neglect committed by one insured party, either at the time of entering this contract or during the Period of Insurance, shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.

(e) The Insurer agree to waive all rights of subrogation that they may have or acquire against:

   (i) any Insured or any individual or organisation affiliated or associated with, parent of or a subsidiary of any Insured;
   (ii) at the option of the Insured, any other parties or persons, subject to the Insured, waiving rights of subrogation prior to the loss, but only when required to do so under contract;

except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act, in which circumstances the Insurer may enforce such rights against the party committing the Vitiating Act.

4.7 Notices

(a) Any notice(s) required by the Conditions of this Policy to be given to the Insurer shall be given direct to the Insurer.

(b) Any notice(s) given by the Insurer to any party insured under this Policy shall also be given to all other parties included within the Named Insured or whose interest has been noted in the Schedule of this Policy.

(c) Any notice of claim given to the Insurer by any party insured under this Policy shall be accepted by the Insurer as a notice of claim given on behalf of all other parties insured under this Policy.

(d) Subject to the Named Insured providing details to the Insurer of the name of the Nominee for Insurer’s Notices and the relevant Contract provisions, the Insurer agree to provide 30 business days prior notice to that Nominee in the event of:

   (i) the cancellation or expiry of this Policy before completion of the Construction Period and/or Defects Liability Period of the relevant Contract due to non payment of premium or any other cause;
   (ii) the s giving any notice under this Policy.

4.8 Declarations and Premium Payment

(a) If the Premium with regard to an item of this Policy is shown in the Schedule as being adjustable, then the Premium for the applicable item(s) is provisional and will be adjusted.

(b) Within 30 days of the expiry of the Construction Period, the Named Insured will declare to the Insurer the final value of the Adjustment Factor for each relevant item shown in the Schedule.

(c) The Premium will be adjusted (subject to any minimum Premium applicable) by payment to the Insurer of an additional Premium or by allowance to the Named Insured of a return Premium, as the case may be, calculated at the agreed rate on the difference between the original estimated and final value of the relevant Adjustment Factor.

(d) If at any time there shall be any dispute or difference between the Insurer and the Named Insured as to the actual declared values, then for the purposes
of this clause and clause 4.1, by agreement of both parties, such values shall be determined by the President for the time being of the Australian Institute of Quantity Surveyors, or his nominee, acting as an expert and not as an arbitrator. The cost of any such determination shall be borne equally by the Insurer and the Named Insured.

4.9 Extension to Period of Insurance
The Insurer agrees to automatically grant any required alteration/extensions to the Period of Insurance up to ninety (90) days at no greater than pro-rata premium. The Named Insured shall notify the Insurer of the revised estimated completion date as soon as possible (but no later than the estimated end date of the Construction Period shown in the Schedule or as revised by a subsequent Endorsement to this Policy) after first becoming aware that the completion date last notified to the Insurer will be exceeded.

For extensions beyond 90 days, the Insurer shall be entitled to charge the Named Insured an additional premium, to be determined by the Insurer.

4.10 Insolvency or Bankruptcy
The insolvency or bankruptcy of any party comprising the Insured shall not release the Insurer from any of their obligations assumed hereunder.

4.11 Hold Harmless Agreements
Where, in connection with or in relation to a Contract, the Insured enters into an agreement with another party and where such agreement provides, inter alia, that the Insured shall indemnify and/or hold harmless and/or release from liability such other party in respect of any damage, defect or liability hereby insured against, it is understood and agreed that this Policy shall not be prejudiced or invalidated by the Insured agreeing to such provisions and that the indemnity and/or hold harmless and/or release from liability given by the Insured shall be equally binding upon the Insurer.

4.12 Jurisdiction and Service of Proceedings
The Insurer agrees that:

(a) this Policy is governed by the laws of Australia;
(b) in the event of a dispute arising under this Policy, the Insurer at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court;
(c) any summons notice or process to be served upon the Insurer may be served upon the Nominee For Legal Service stated in the Schedule. Such Nominee has authority to accept service and to enter an appearance on the Insurer's behalf. If directed by the Insured the Nominee shall give a written undertaking that the Nominee will enter an appearance on the Insurer’s behalf;
(d) if proceedings are instituted against the Insurer, all Insurers hereon will abide by the decision of such Court or any competent Appellate Court.

4.13 Cancellation
(a) By the Insurer
The Insurer may cancel this Policy for any of the reasons set forth in Section 60 of the Commonwealth Insurance Contracts Act 1984 by serving on the Named Insured sixty (60) days notice in accordance with Section 59 of that Act, in which case the Named Insured will be entitled to a pro-rata refund of the Premium.

(b) By the Named Insured
The Named Insured (on behalf of itself and all other Insureds unless otherwise specified) may cancel this Policy at any time by giving notice in writing to the Insurer.

(c) Provisions
After cancellation by the Named Insured or the Insurer, the Premium will be adjusted in accordance with Condition 4.8 or pro-rata for the period on risk
if the outcome does not represent an equitable refund for the cancelled period. The Named Insured will be obliged to supply to the Insurer such information as is necessary to adjust the Premium.

4.14 Alterations in Material Fact/Error or Omission
(a) The Insured will not be prejudiced under this Policy in the event of any alteration in material fact or otherwise regarding construction methods or procedures, an unintentional or inadvertent error, omission or misdescription or any other information contained or omitted from any underwriting information supplied to the Insurer.
(b) The Named Insured undertakes to immediately notify the Insurer as soon as the alteration or omission becomes known to them, whereupon the Insurer shall be entitled to make reasonable variations to this Policy’s terms and Conditions as may be mutually agreed between the Insurer and the Insured.

4.15 Progress Payments
Provided that quantum has reasonably been established and indemnity has been admitted by the Insurer under this Policy, the Insurer agrees to make an immediate progress payment on account of any claim of not less than 50% of the quantum established. Further progress payments shall be made to the Insured, at such intervals and for such amounts as may be agreed upon production of an acceptable report by the Agreed Loss Adjuster (if appointed), provided all such progress payments shall be deducted from the amount finally determined upon adjustment of the claim.

4.16 Engagement of Loss Adjusters
(a) The Insurer is authorised to appoint a loss adjuster from the panel of Agreed Loss Adjusters to investigate and quantify losses that are potentially indemnifiable under this Policy. Loss adjuster fees and expenses shall be payable by the Insurer.
(b) The Insurer agrees that the Agreed Loss Adjuster’s documents, transcripts and reports shall be made available to the Insurer and the Named Insured. However, where indemnity under this Policy has not been admitted by the Insurer, the Insurer shall be entitled to direct the Agreed Loss Adjuster to:
(i) remove any information from such documents that pertains to whether or not the Insurer should admit liability to indemnify the Named Insured; or to the quantum of the Insurer’s liability to the Named Insured; and
(ii) provide a separate confidential report to the Insurer in respect to the matters outlined in clause 4.15(b)(i); unless such matters are discoverable at law.
(c) If at any time there shall be any dispute or difference between the Insurer and the Insured in respect of the adjustment of a loss, then the Insurer or the Named Insured shall be entitled to appoint an independent loss adjuster at their own cost.

4.17 Loss Payee
Any claim arising under this Policy shall be settled with and paid to the Loss Payee stated in the Schedule or as they may direct.

4.18 Currency
(a) All monetary amounts expressed in this Policy are in Australian dollars. The Premium and losses shall be paid in Australian dollars or as otherwise agreed between the Insurer and the Insured.
(b) For the purpose of this Policy, the Insurer agrees to the Named Insured’s normal practice of converting currency to Australian dollars in accordance with the Insured’s accounting practices.

4.19 Tunnel conditions
It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurer shall not indemnify the Insured in respect of the expenses incurred for
- alterations in the construction method or due to unforeseen ground conditions or
- obstructions,
- measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,
- removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom,
- dewatering unless necessary to reinstate indemnifiable loss or damage,
- loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,
- the abandonment or recovery of tunnel-boring machines,
- the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent.

In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the insured property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area.

Maximum percentage payable: 175 %

4.20 Landslides

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurer shall not indemnify the Insured in respect of
- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
- expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time.
Public and Products Liability Annual Insurance Policy

Insurance Policy Terms
No material anywhere in this report or in the policy wordings may be copied or further disseminated without the express and written permission of Self Insurance Corporation of NSW.

Coverage details are outlined in the Roads and Maritime Services Policy documents.

NOTE: The link below provides access to a sample Roads and Maritime third party liability insurance wording.


Issued through:

Self Insurance Corporation of NSW
through Insurance and Care NSW (icare)
ABN 16 759 382 489

Level 15, 321 Kent Street
SYDNEY NSW 2000

Telephone; 61 2 9216 3852
Email: cpai@icare.nsw.gov.au
Schedule 38

Dispute Avoidance Board Agreement

(clause 2.9 (Dispute Avoidance Board) and clause 20 (Dispute resolution))

This Agreement made at Sydney on the ___ day of ___ 20___ between the following parties:

Parties

[Insert Contractor's name] (ABN [Insert Contractor's ABN])
("Contractor")
of:

[Insert Contractor's address, facsimile number and email address]

and

Roads and Maritime Services (ABN 76 236 371 088)
"RMS")
of: 20-44 Ennis Road
    Milsons Point  NSW  2061
    (for delivery of notices by hand)

or:

Locked Bag 928
    North Sydney  NSW  2059
    (for delivery by post)

Fax no:
Attention: Executive Director, Technical and Project Services
Email: [Insert RMS Representative’s email address]

and

Members of the Dispute Avoidance Board, namely:

[DAB Member 1 Name] of [DAB Member 1 Company’s Name, ABN and address], [DAB Member 1 email address and/or facsimile number]

[DAB Member 2 Name] of [DAB Member 2 Company’s Name, ABN and address], [DAB Member 2 email address and/or facsimile number]

[DAB Member 3 Name] of [DAB Member 3 Company’s Name, ABN and address], [DAB Member 3 email address and/or facsimile number]

(collectively "Members" or "the Dispute Avoidance Board")

[Note: RMS to insert details above when awarding the contract, in accordance with the successful Tenderer’s tender]

Recitals

A. On or about the date of this Agreement, the Contractor entered into the Project Deed with RMS in respect of the [insert Project Name].

B. The Project Deed provides for a dispute resolution process through the establishment and the operation of a dispute avoidance and resolution board to assist the parties in preventing disputes from arising under the Project Deed and if a dispute cannot be prevented, to decide it.
C. The Members represent that they are experienced generally in construction and project management and, in particular, in the construction and project management of, and the resolution of issues and disputes in relation to, works similar to the Project Works and offer their expertise in those fields.

D. The Project Deed contemplates that the Members will discharge those functions set out in Appendix 1 to this Agreement.

E. This Agreement sets out the rights, obligations and duties of the Members, RMS and the Contractor in relation to the Dispute Avoidance Board.

This Agreement provides:

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Members means the three individuals appointed to the Dispute Avoidance Board in accordance with this Agreement, or the continuing Members and any replacement Member in the circumstances contemplated under clause 13(b) of this Agreement, as the case may be.

Other Parties means RMS and the Contractor.

Rules has the meaning in clause 4(b) of this Agreement.

1.2 Terms defined in the Project Deed

Terms used in this Agreement which are not otherwise defined will have the meaning given to them in the Project Deed.

1.3 Interpretation

In this Agreement unless the context otherwise requires:

(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(c) a reference to any party to this Agreement includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to any Authority, institute, association or body is:

(i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and

(ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that Authority, institute, association or body;

(e) a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed,
agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(f) a reference to any legislation or to any section or provision of it includes:

(i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and

(ii) ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;

(g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

(h) headings are for convenience only and do not affect the interpretation of this Agreement;

(i) a reference to:

(i) a party or clause is a reference to a party or clause of or to this Agreement; and

(ii) a paragraph or a sub-paragraph is a reference to a paragraph or subparagraph in the clause in which the reference appears;

(j) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(k) for all purposes (other than where designated as a Business Day), "day" means calendar day;

(l) a reference to "$" is to Australian currency;

(m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part; and

(n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

2. **Project Deed to prevail**

(a) The parties agree that if there is any inconsistency between the terms of this Agreement and the Project Deed, the terms of the Project Deed will prevail to the extent of the inconsistency.

(b) This Agreement is effective as of the date all parties sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 2.11 of the Project Deed.

3. **Formation of the Dispute Avoidance Board**

3.1 **Appointment of Members**

(a) Each of the Other Parties appoints each of the Members to perform the functions, activities and obligations contemplated for the Dispute Avoidance Board under the Project Deed and this Agreement.

(b) The Members each confirm their acceptance of the appointment referred to in clause 3.1(a).

3.2 **Formation**

The parties acknowledge that the Dispute Avoidance Board:

(a) has been formed;

(b) is constituted by the Members; and
(c) must perform its obligations and functions under the Project Deed and this Agreement.

3.3 **Chairperson**

The Members will determine which of them will act as chairperson from time to time.

4. **Establishment of procedures**

(a) During the first meeting of the Dispute Avoidance Board, the Dispute Avoidance Board will establish procedures for the conduct of its regular meetings, site visits and other matters (excluding the rules governing the Dispute Avoidance Board determination of a Dispute referred to it pursuant to clause 20.4 of the Project Deed) in accordance with the procedures included in Appendix 1 to this Agreement (unless otherwise agreed by the parties).

(b) The parties agree to comply with:

(i) the general operating procedures in Appendix 1 to this Agreement; and

(ii) the rules for the Dispute Avoidance Board decision process (**Rules**) set out in Appendix 2 to this Agreement in respect of any Dispute referred to the Dispute Avoidance Board pursuant to clause 20.4 of the Project Deed.

5. **Dispute Avoidance Board Member’s obligations**

5.1 **Dispute Prevention**

Each Member agrees to do all things and to take such action as may be practicable in accordance with this Agreement to assist the Other Parties in preventing Disputes from arising under the Project Deed and if a Dispute cannot be prevented, to decide it in accordance with clause 20 of the Project Deed and this Agreement.

5.2 **Impartiality**

Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the Dispute Avoidance Board.

5.3 **Independence**

Each Member agrees to act honestly, impartially, without bias and independently of the Other Parties and any of their Subcontractors in the performance of his or her obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 5 of this Agreement.

5.4 **General duties**

Each Member agrees to carry out his or her obligations as a Member of the Dispute Avoidance Board:

(a) with due care and diligence;

(b) in compliance with the Project Deed and this Agreement; and

(c) in compliance with all applicable Laws.

6. **Costs and fees**

(a) The Other Parties are jointly and severally liable for the payment of the Members’ fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3.
The Other Parties agree as between themselves that:

(i) they will each pay one half of:

(A) the Members’ fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3;

(B) any third party costs incurred in holding any conference referred to in clause 2 of the Rules, including any booking fee, room hire and transcript costs; and

(ii) they will each bear their own costs of and incidental to the preparation of this Agreement (and any replacement) and their participation in any decision process of the Dispute Avoidance Board.

Each Member agrees that they will submit separate tax invoices to each of RMS and the Contractor at one monthly intervals (unless a different frequency is agreed by the Other Parties), covering the preceding month's activities by the Member. The invoice is to separately identify the activities performed and the calculation of the relevant fees and disbursements (excluding GST) (Payment Amount) in sufficient detail to enable the Other Parties to review that the invoice is calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3. If either of the Other Parties is not satisfied that the Payment Amount is calculated in accordance with the Schedule of Fees and Disbursements set out in Appendix 3, then either of the Other Parties may request clarification from the relevant Member.

Each Member agrees that they will issue separate tax invoices to each of RMS and the Contractor, for one half of the agreed Payment Amount.

The Other Parties must pay the amounts payable in tax invoices issued in accordance with clause 6(d) within 30 days of receipt.

The Members are not entitled to engage any third party consultants or advisers in the performance of their obligations under this Agreement unless the Other Parties agree in writing for them to do so, and on the terms on which they may do so.

7. **RMS commitment and responsibilities**

RMS acknowledges and agrees that it must:

(a) act in good faith towards each Member and the Dispute Avoidance Board;

(b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and

(c) except for its participation in the Dispute Avoidance Board's activities as provided in the Project Deed and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters dealing with the prevention and resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.

8. **Contractor's commitments and responsibilities**

The Contractor acknowledges and agrees that it must:

(a) act in good faith towards each Member and the Dispute Avoidance Board;

(b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and

(c) except for its participation in the Dispute Avoidance Board's activities as provided in the Project Deed and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters dealing with the avoidance and resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with this Agreement.
9. **Confidentiality**

In relation to all confidential information disclosed to the Dispute Avoidance Board at any time each Member agrees:

(a) to keep that information confidential;
(b) not to disclose that information except if compelled by Law to do so;
(c) not to use that information for a purpose other than complying with its obligations under this Agreement or the resolution of any Dispute referred to the Dispute Avoidance Board; and
(d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

10. **Conflict of interest**

(a) If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform RMS and the Contractor and the other Members of the Dispute Avoidance Board.

(b) The other Members of the Dispute Avoidance Board will within five Business Days of notification under clause 10(a) confer and inform the Other Parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member must immediately resign from the Dispute Avoidance Board and a reappointment will occur pursuant to clause 14.3.

11. **Liability**

Except in the case of fraud:

(a) the Members shall not be liable to the Other Parties or any of them upon any cause of action whatsoever for anything done or omitted to be done by the Dispute Avoidance Board or the Members; and

(b) the Other Parties jointly and severally hereby release the Members against all actions, suits, proceedings, disputes, differences, accounts, claims, demands, costs, expenses and damages of any kind whatsoever (hereafter "claims") (including, but not limited to, defamation, bias or other misconduct) whether such claims arise:
   (i) under or in any connection with this Agreement;
   (ii) in tort for negligence, negligent advice or otherwise; or
   (iii) otherwise at law (including by statute to the extent it is possible so to release, exclude, or indemnify) and in equity generally, including without limitation for unjust enrichment,

arising out of, or in connection with, the Project or the Dispute Avoidance Board’s activities or any other process conducted pursuant to this Agreement.

12. **Indemnity**

RMS and the Contractor hereby jointly and severally indemnify and keep indemnified the Members against all claims including without limitation claims by third parties upon any of the bases set out in clause 11 (or otherwise):

(a) against the Other Parties, or any of them; and

(b) against the Members or any of them,

arising out of anything done or omitted to be done by the Dispute Avoidance Board or the Members in the proper performance of their duties under this Agreement and the Project Deed.
13. **Termination of Agreement**

(a) This Agreement may be terminated by written agreement of RMS and the Contractor or may terminate otherwise in accordance with clause 2.11 of the Project Deed.

(b) Where:

(i) a Member resigns under clause 10(b) or 14.1; or

(ii) the appointment of a Member is terminated by RMS and the Contractor under clause 14.2,

then despite the resignation or termination taking effect in accordance with its terms, this Agreement will remain in force until a replacement to this Agreement has been fully executed pursuant to clause 14.3(d), at which time this Agreement terminates.

14. **Members' termination**

14.1 **Resignation**

A Member may resign from the Dispute Avoidance Board by providing 30 Business Days' written notice to the other Members, RMS and the Contractor (unless RMS and the Contractor agree to a shorter notice period).

14.2 **Termination**

A Member may be terminated at any time by written agreement of RMS and the Contractor.

14.3 **Replacement**

The parties acknowledge and agree that if:

(a) a Member resigns under clause 10(b) or 14.1; or is unable to act as a result of death or disability; or

(b) the appointment of a Member is terminated by the Other Parties under clause 14.2,

then:

(c) a replacement Member may be appointed in accordance with clause 2.10 of the Project Deed; and

(d) RMS, the Contractor, the continuing Members and the replacement Member must enter into a replacement agreement substantially similar to this Agreement as a condition of a valid re-appointment and re-constitution of the Dispute Avoidance Board under the terms of the Project Deed.

15. **Governing law**

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New South Wales.

(b) Each party hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

16. **Relationship of the parties**

Nothing in this Agreement will be construed or interpreted as constituting the relationship between RMS, the Contractor and the Members as that of partners, joint venturers or any other fiduciary relationship.
17. Notices

(a) Any formal notices contemplated by this Agreement must be in writing and delivered to the relevant address or sent to the facsimile number or email address (subject to clause 17(e) of this Agreement) as set out in the parties' details on page 1 of this Agreement (or to any new address or facsimile number or email address that a party notifies to the others).

(b) A notice sent by post will be taken to have been received at the time when, in due course of the post, it would have been delivered at the address to which it is sent.

(c) A notice sent by facsimile will be taken to have been received on the next day which is a Business Day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with paragraph (a).

(d) Any notice contemplated by this Agreement to be given to RMS must be delivered to RMS address or sent by facsimile in accordance with RMS’ details on page 1 of this Agreement.

(e) In relation to any notice, information or documentation under clauses 20.2, 20.3, 20.4 and 20.5 of the Project Deed:

(i) RMS, the RMS Representative, the Contractor and the DAB Members will only be permitted to give such a notice by email if the notice is concurrently delivered to the other party's address or sent by facsimile in accordance with details on page 1 of this Agreement; and

(ii) will be taken to have been received at the times set out in clause 17(b) for notices sent by post and clause 17(c) for notices given by facsimile.

(f) Subject to clause 17(e), a notice given by email is taken to have been received on the next Business Day after the day on which the email was issued, provided the sender does not receive notification that the email was not successfully received in the recipient's inbox.

18. Giving effect to this Agreement

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that another party may reasonably require to give full effect to this Agreement.

19. Survival of terms

The parties agree that clauses 6, 9, 11, 12 and 15 and this clause 19 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

20. Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

21. Operation of this Agreement

(a) Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous
understanding, agreement, representation or warranty relating to that subject matter is
replaced by this Agreement and has no further effect.

(b) Any right that a person may have under this Agreement is in addition to, and does not
replace or limit, any other right that the person may have.

(c) Any provision of this Agreement which is unenforceable or partly unenforceable is,
where possible, to be severed to the extent necessary to make this Agreement
enforceable, unless this would materially change the intended effect of this
Agreement.

22. Goods and Services Tax

22.1 Interpretation

Words or expressions used in this clause 22 which are defined in the A New Tax System
(Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause.

22.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this
Agreement, unless specifically described in this Agreement as 'GST inclusive', does not
include an amount on account of GST.

22.3 Gross up of consideration

Despite any other provision in this Agreement, if a party (Supplier) makes a supply under or
in connection with this Agreement on which GST is imposed (not being a supply the
consideration for which is specifically described in this Agreement as 'GST inclusive'):

(a) the consideration payable or to be provided for that supply under this Agreement but
for the application of this clause (GST exclusive consideration) is increased by, and
the recipient of the supply (Recipient) must also pay to the Supplier an amount equal
to the GST payable on the supply (GST Amount); and

(b) the GST Amount must be paid to the Supplier by the Recipient without set off,
deduction or requirement for demand, at the same time as the GST exclusive
consideration is payable or to be provided.

22.4 Reimbursements (net down)

If a payment to a party under this Agreement is a reimbursement or indemnification,
calculated by reference to a loss, cost or expense incurred by that party, then the payment will
be reduced by the amount of any input tax credit to which that party, or the representative
member of a GST group of which that party is a member, is entitled for that loss, cost or
expense.

22.5 Tax invoices

The Recipient need not make a payment for a taxable supply made under or in connection
with this Agreement until the Supplier has given the Recipient a Tax Invoice for the supply to
which the payment relates.

22.6 Adjustment event

If an adjustment event occurs in relation to a taxable supply made under or in connection with
this agreement then the consideration payable in respect of the supply shall also be adjusted
as follows:

(a) if the adjustment event gives rise to an increase in the GST payable by the Supplier
in relation to the supply a payment equal to that increase will be made by the
Recipient to the Supplier; and
(b) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply payment equal to that decrease will be made by the Supplier to the Recipient.

Any payment that is required under this clause 22.6 will be made within ten Business Days of the issuing of an adjustment note or an amended Tax Invoice, as the case may be, by the Supplier. If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as it becomes aware of the adjustment event.

23. Amendment

This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

24. Counterparts

(a) This Agreement may be executed in counterparts, which taken together constitute one instrument.

(b) A party may execute this Agreement by executing any counterpart.

25. Attorneys

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
EXECUTED as an agreement
SIGNED FOR AND ON BEHALF OF
ROADS AND MARITIME SERVICES
(ABN 76 236 371 088) by its duly
authorised delegate in the presence of:

__________________________________ __________________________________
Signature of Witness Signature of Delegate

Name of Witness (Please Print) Name of Delegate (Please Print)

EXECUTED BY [insert Contractor's name]
(ABN [insert Contractor's ABN]) in accordance
with s.127 of the Corporations Act 2001 (Cth)

__________________________________ __________________________________
Signature of Director Signature of Secretary/other Director

Name of Director in full Name of Secretary/other Director in full

SIGNED BY THE MEMBER in the presence of:

__________________________________ __________________________________
Signature of Witness Signature of Member

Name of Witness (Please Print) Name of Member in full (Please Print)

SIGNED BY THE MEMBER in the presence of:

__________________________________ __________________________________
Signature of Witness Signature of Member

Name of Witness (Please Print) Name of Member in full (Please Print)

SIGNED BY THE MEMBER in the presence of:

__________________________________ __________________________________
Signature of Witness Signature of Member

Name of Witness (Please Print) Name of Member in full (Please Print)
APPENDIX 1
Dispute Avoidance Board General Operating Procedures

1. General

1.1 The role of the Dispute Avoidance Board is to provide independent and specialised expertise in technical and administration aspects of the Project Deed in order to assist the Other Parties in firstly attempting to avoid or prevent and, if unable to avoid or prevent, in determining Disputes under clause 20 of the Project Deed in a timely manner.

1.2 The Other Parties will furnish to each of the Dispute Avoidance Board Members all documents necessary for the Dispute Avoidance Board to perform its functions, including copies of all Project Deed documents plus periodic reports, such as progress reports, minutes of weekly or other project control meetings, site meetings or similar meetings and any other documents that would be helpful in informing the Dispute Avoidance Board Members of matters in relation to the Project.

1.3 The individual Dispute Avoidance Board Members are not the representative of the party which appointed that representative. The entire Dispute Avoidance Board must function as an objective, impartial and independent body at all times.

1.4 The Members shall make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.

1.5 Communications between the Other Parties and the Dispute Avoidance Board for the purpose of attempting to avoid or prevent Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under clause 20 of the Project Deed.

2. Frequency of Regular Meetings and Construction Site Visits

2.1 The frequency and scheduling of meetings and site visits necessary to keep the Dispute Avoidance Board properly informed of the project circumstances will generally be agreed between the Dispute Avoidance Board and the Other Parties.

2.2 In the case of a failure to agree between the Dispute Avoidance Board and the Other Parties, the Dispute Avoidance Board will schedule the meetings and visits as it sees fit.

2.3 The frequency of meetings of the Dispute Avoidance Board should generally be two or three monthly and coincide with the same day as meetings (which the Members will attend) of the Management Review Group under the Project Deed, but the meeting schedule may be influenced by work progress, unusual events and the number and complexity of potential Disputes. In any event, meetings of the Dispute Avoidance Board may be convened separately to meetings of the Management Review Group.

2.4 The first Dispute Avoidance Board meeting should be held within one month of the date of this Agreement.

3. Agenda for Regular Meetings

3.1 The chairperson of the Dispute Avoidance Board will develop an agenda for each regular meeting in accordance with the requirements of the Project Deed and this Agreement.

3.2 Dispute Avoidance Board meetings held for the purposes of briefing and updating the Members on performance and progress of the work under the Project Deed and issues or potential issues arising between the Other Parties shall be held on an in-confidence and “without prejudice” basis to encourage full and frank disclosure and discussions.

3.3 The provisions of clause 3.2 of this Appendix 1 as they relate to a “without prejudice basis” shall not apply to any inspection or conference convened in accordance with Appendix 2 - Rules for Dispute Avoidance Board Decisions in relation to a Dispute.
referred to the Dispute Avoidance Board for determination.

3.4 Prior to or at the conclusion of regular Dispute Avoidance Board meetings contemplated by clause 3, the Dispute Avoidance Board will generally inspect the Project Works, the Temporary Works and the Construction Site in the company of representatives of both of the Other Parties. Any areas of the Project Works, the Temporary Works or the Construction Site that are or may be the subject of any potential issue or Dispute will be pointed out by the Other Parties.

4. Minutes of Meetings

4.1 The Management Review Group, under clause 3.5(d) of the Project Deed, will agree and document procedures relating to meetings of the Management Review Group, and any minutes of Management Review Group meetings will be circulated to the Dispute Avoidance Board Members for information only.

4.2 In accordance with clause 3.2 above, the minutes of the Dispute Avoidance Board meetings, held other than in accordance with Appendix 2 - Rules for Dispute Avoidance Board Decisions, shall be marked "in-confidence, without prejudice". The minutes of Dispute Avoidance Board meetings will be prepared by the chairperson of the Dispute Avoidance Board and will be circulated to the attendees at the Dispute Avoidance Board meeting for comments, additions and corrections.

4.3 Minutes as may be amended will be adopted by the Dispute Avoidance Board Members at the next meeting.

5. Communications

5.1 Except when participating in the Dispute Avoidance Board's activities as contemplated by the Project Deed and this Agreement, the Other Parties shall not communicate with the Dispute Avoidance Board or its Members on matters dealing with the conduct of the work or resolution of problems.

5.2 There must be no communication between Dispute Avoidance Board Members and employees of the Other Parties during the life of the Dispute Avoidance Board without the Dispute Avoidance Board Members informing the Other Parties. The Other Parties must direct any matters needing attention between meetings of the Dispute Avoidance Board to the chairperson of the Dispute Avoidance Board.

5.3 All communications to the Dispute Avoidance Board by the Other Parties outside the Dispute Avoidance Board meetings should be directed in writing to the chairperson and copied to the other Members and to the other party. All communications by the Members to the Other Parties should be addressed to the RMS Representative and the Contractor's Representative.

5.4 Except as required under this Agreement or under the Project Deed, communication by email is an acceptable alternative to physical delivery or facsimile transmission.

6. Representation

Where required by the Dispute Avoidance Board, the Other Parties shall each ensure they are represented at Dispute Avoidance Board meetings by at least one senior project executive and at least one senior off-site executive to whom the on-site executive reports. The Other Parties shall inform the chairperson of the names and project roles of each of their respective representatives and, if applicable, the names and roles of any alternates.

7. Advisory Opinions

Where requested by the Other Parties, the Dispute Avoidance Board may provide an advisory opinion on any issue referred to it by the Other Parties. Any such advisory opinion will not be a decision as that term is referred to in Appendix 2.

8. Other Attendees

Where requested by the Other Parties, and approved by the Members, or where requested by the Members, and approved by the Other Parties, other persons who may be involved in the Project (such as the design manager or independent verifier) may be invited to make special presentations to the Dispute Avoidance Board on matters or issues relevant to the Project.
APPENDIX 2
Rules for Dispute Avoidance Board Decisions

1. Written submissions

1.1 Within 7 days after the referral of a Dispute to the Dispute Avoidance Board under clause 20.4 of the Project Deed, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, Party A (i.e. the party who gave the Notice of Referral to DAB under clause 20.4 of the Project Deed) must, in addition to any particulars provided by Party A in the relevant Notice of Referral to DAB, give the other party and the Dispute Avoidance Board a written statement of the Dispute referred to the Dispute Avoidance Board, any agreed statement of facts, and a written submission (which may include witness statements) on the Dispute in support of Party A’s contentions.

1.2 Within 14 days after the statement in clause 1.1 is served, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, the other party (Party B) must give Party A and the Dispute Avoidance Board a written response to Party A’s submissions.

1.3 If the Dispute Avoidance Board considers it appropriate, Party A may reply in writing to Party B’s response in clause 1.2 within the time allowed by the Dispute Avoidance Board.

1.4 If the Dispute Avoidance Board decides further information or documentation is required for the determination of the Dispute, the Dispute Avoidance Board may direct one or more of the Other Parties to provide such further submissions, information or documents as the Dispute Avoidance Board may require.

1.5 The Dispute Avoidance Board must disclose to both of the Other Parties all submissions, further submissions, information and documents received.

1.6 Any failure by a party to make a written submission will not terminate or discontinue the decision making process.

2. Conference

2.1 Either of the Other Parties may, in writing, request the Dispute Avoidance Board to call a conference of the parties. Any such request shall include a summary of the matters the party considers should be included in the conference.

2.2 If neither of the Other Parties requests the Dispute Avoidance Board to call a conference, the chairperson of the Dispute Avoidance Board may nevertheless call a conference if they think it appropriate.

2.3 Unless the Members and the Other Parties agree otherwise, the conference will be held at the Construction Site.

2.4 At least five days before the conference, the Dispute Avoidance Board must inform the Other Parties in writing of the date, venue and agenda for the conference.

2.5 The Other Parties must appear at the conference and may make submissions on the subject matter of the conference. If a party fails to appear at a conference of which that party had been notified under clause 2.4, the Dispute Avoidance Board and the other party may nevertheless proceed with the conference and the absence of that party will not terminate or discontinue the decision making process.

2.6 The Other Parties:
   (a) may be accompanied at a conference by legal or other advisers; and
   (b) will be bound by any procedural directions as may be given by the Dispute Avoidance Board in relation to the conference both before and during the course of the conference.

2.7 The conference must be held in private.

2.8 If agreed between the parties, transcripts of the conference proceedings may be taken and made available to the Dispute Avoidance Board and the Other Parties.
3. **The decision**

3.1 As soon as possible after receipt of the submissions referred to in Rule 1 or after any conference referred to in Rule 2 and, in any event not later than 21 days after the later of close of submissions or conclusion of any conference in relation to a Dispute referred to the Dispute Avoidance Board under clause 20.4 of the Project Deed (or such other period as the parties may agree), the Dispute Avoidance Board must:

(a) decide the Dispute between the Other Parties; and

(b) notify the Other Parties of that decision.

3.2 The decision of the Dispute Avoidance Board must:

(a) be in writing stating the Dispute Avoidance Board's decision and giving reasons;

(b) be made on the basis of the submissions (if any) of the Other Parties, the conference (if any), and the Dispute Avoidance Board's own expertise; and

(c) meet the requirements of the Project Deed.

3.3 If the Dispute Avoidance Board's decision contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a material mistake in the description of any person, matter or thing, or a defect in form, the Dispute Avoidance Board must correct the decision.

4. **Modification**

These rules may be modified only by agreement in writing of RMS and the Contractor.
APPENDIX 3

Schedule of Fees and Disbursements

[Note to Tenderers: The Schedule of Fees and Disbursements will be inserted following the tender process]

The Fees are to be:

(a) the fixed component of the fees as a monthly retainer (which must include activities allowed for in the fixed component as set out for Item 1 in the following table)

(b) a fixed daily fee for attendance at Dispute Avoidance Board meetings (as set out for Item 2 in the following table); and

(c) based on an hourly rate for all other services as set out for Item 3 in the following table, or

(d) such other basis for payment as may be agreed.

The Fees in (a) and (b) and the rates in (c) are to include all disbursements and expenses, excluding:

(e) travel and accommodation outside of Sydney; and

(f) any third party costs contemplated under clause 6(b)(i)(B) of this Agreement, including any booking fee, room hire and transcript costs, which are to be paid at cost, as set out for Item 5 in the following table.

[Note to RMS: RMS is to insert details in the table below when awarding the contract, in accordance with the successful Tenderer’s tender]

<table>
<thead>
<tr>
<th>No.</th>
<th>Work Description/Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Monthly retainer (including initial review of contract documentation, routine review of Project minutes and reports, preparation for DAB meetings and internal communications between DAB members)</td>
</tr>
<tr>
<td>2.</td>
<td>Daily fee for routine DAB meetings (nominal frequency of 2 or 3 monthly intervals, including travel time). <strong>This fee is in addition to the Monthly retainer</strong></td>
</tr>
<tr>
<td>3.</td>
<td>Hourly fee (For advisory opinions, determinations relating to actual disputes and other activities not covered by the Monthly retainer and Daily fee)</td>
</tr>
<tr>
<td>4.</td>
<td>Escalation provision (Annual adjustment from the anniversary of date of DAB Agreement)</td>
</tr>
<tr>
<td>5.</td>
<td>Expenses (Reimbursed at cost, supported by receipts. Mode or standard of travel may be agreed separately.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Fee Arrangement DAB Member #1</th>
<th>Fee Arrangement DAB Member #2</th>
<th>Fee Arrangement DAB Member #3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[insert Name] (Chair) (excl GST)</td>
<td>[insert Name] (excl GST)</td>
<td>[insert Name] (excl GST)</td>
</tr>
<tr>
<td>1.</td>
<td>[ ]%</td>
<td>[ ]%</td>
<td>[ ]%</td>
</tr>
<tr>
<td>2.</td>
<td>At cost</td>
<td>At cost</td>
<td>At cost</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Criteria for Members of Dispute Avoidance Board

(clause 2.10(c))

1. Criteria

The Dispute Avoidance Board Members must meet the following criteria:

(a) Experience

At least one Dispute Avoidance Board Member (and preferably all) must be experienced in the type of construction required for the Contractor's Work, interpretation of project documents and resolution of construction issues or disputes. At least two of the Dispute Avoidance Board Members must be experienced in Dispute Avoidance Boards or Dispute Resolution Boards.

(b) Neutrality

(i) The Members must be neutral, act impartially and be free of any conflict of interest.

(ii) For the purposes of this clause 1, the term "Member" also refers to the Member's current primary or full time employer, and "involved" means having a contractual relationship with either party to the Project Deed, or any other entity, such as a subcontractor, design professional or consultant having a role in the project.

(c) Prohibitions and disqualifying relationships for prospective Members

Members must not have:

(i) an ownership interest in any entity involved in the project, or a financial interest in the project except for payment for services on the Dispute Avoidance Board;

(ii) previous employment by, or financial ties to, any party involved in the project within a period of 2 years prior to award of the Project Deed, except for fee-based consulting services on other projects;

(iii) a close professional or personal relationship with any key member of any entity involved in the project which, in the reasonable opinion of either party, could suggest partiality; or

(iv) prior involvement in the project of a nature which could compromise that member's ability to participate impartially in the Dispute Avoidance Board's activities.

(d) Prohibitions and disqualifying relationships for Members

The following matters may be construed as a conflict of interest in respect of a Member:

(i) an ownership interest in any entity involved in the project, or a financial interest in the project except for payment for services on the Dispute Avoidance Board; or

(ii) the Member entering into discussions concerning, or making an agreement with, an entity involved in the project regarding employment after the project is completed.
2 Disclosure Statement

A disclosure statement for each prospective Member must be submitted to RMS and the Contractor (including for a person nominated by the remaining two Members under clause 2.10(a)(i) of the Project Deed). Each disclosure statement must include:

(a) a resume of relevant experience;

(b) a declaration describing all past, present, anticipated and planned future relationships, including indirect relationships through the prospective Member's primary or full time employer, to the project and with all entities involved in the project, including subcontractors, designers and consultants;

(c) disclosure of a close professional or personal relationship with any key members of any entity involved in the project; and

(d) disclosure of any other matter relevant to the criteria identified in clause 1(c) above.
**Schedule 40**  
**Start-up workshops: Program**  
*(clause 3.1(e))*

**Opening**

The first speaker’s tasks should be to focus the participants on goals and on issues such as teamwork, co-operation, achieving a successful project, and the major foreseeable challenges.

**Discussions on co-operation**

The parties aim to promote a culture of co-operation which participants in the workshop should understand and be committed to.

The workshop participants may break into small groups to discuss sections of the contract dealing with co-operation, and how they apply to the Contractor’s Work.

**Communication framework and directory**

The workshop participants should reach consensus on a framework to allow participants to co-operate on all aspects of the project. Communication arrangements should be recorded and names and contact information exchanged.

**Concerns and problems**

The participants should identify concerns or possible future problems and jointly prepare an action plan for their resolution.

**Opportunities for innovation**

The parties aim to encourage innovation. Opportunities may be lost if they are recognised too late. Participants may identify, discuss opportunities and plan for pursuing innovation and present them to the workshop. These ideas may then be developed if feasible and appropriate.

**Evaluation and monitoring process**

This process is explained so that participants understand their roles at the regular monitoring meetings. The evaluation and monitoring forms are discussed, and altered if necessary to suit particular needs of the project and the contract. The participants decide when the regular monitoring meetings will occur, and who will attend.

**Conclusion**

Before the workshop concludes, all participants should have an opportunity to comment and provide feedback for possible improvements to future workshops and monitoring meetings.
Schedule 41

Approvals

(clause 5.1(b)(i))

Existing Approvals

[RMS to insert details of existing approvals when inviting tenders]

Future Approvals to be obtained by RMS

[RMS to insert details of future approvals when inviting tenders]
**ROAD OCCUPANCY LICENCE APPLICATION FORM**

<table>
<thead>
<tr>
<th>1. Work Location Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Start location</td>
<td>Reference point</td>
</tr>
<tr>
<td></td>
<td>Direction</td>
</tr>
<tr>
<td></td>
<td>Distance</td>
</tr>
<tr>
<td></td>
<td>Roadloc (if known)</td>
</tr>
<tr>
<td>End location</td>
<td>Reference point</td>
</tr>
<tr>
<td></td>
<td>Direction</td>
</tr>
<tr>
<td></td>
<td>Distance</td>
</tr>
<tr>
<td></td>
<td>Roadloc (if known)</td>
</tr>
</tbody>
</table>

General Locality
Length of Work
Project Name
Description of Work

<table>
<thead>
<tr>
<th>2. General Reference</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Map Reference</td>
<td></td>
</tr>
<tr>
<td>Council and LGA No.</td>
<td></td>
</tr>
<tr>
<td>Traffic Control Plan No.</td>
<td></td>
</tr>
<tr>
<td>Traffic Management Plan No.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. The Applicant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation</td>
<td></td>
</tr>
<tr>
<td>Postal Address</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Numbers</td>
<td>Phone: Fax:</td>
</tr>
<tr>
<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td>Period of Operation</td>
<td>From: To:</td>
</tr>
<tr>
<td>Time of Operation</td>
<td>From: To:</td>
</tr>
<tr>
<td>Site Contact Person</td>
<td></td>
</tr>
<tr>
<td>Phone No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. The Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Closure</td>
<td></td>
</tr>
<tr>
<td>Type of Work</td>
<td></td>
</tr>
<tr>
<td>Traffic Control to be Implemented</td>
<td></td>
</tr>
<tr>
<td>Estimated Cost</td>
<td></td>
</tr>
<tr>
<td>Description of Work Area</td>
<td></td>
</tr>
<tr>
<td>Dimensions of Work Area</td>
<td></td>
</tr>
<tr>
<td>Speed Limit</td>
<td>Existing: Proposed:</td>
</tr>
<tr>
<td>Unsealed Surfaces</td>
<td></td>
</tr>
</tbody>
</table>
Categories constituting raw factual data are laboratory tests results and the data identified in the table below:

<table>
<thead>
<tr>
<th>Raw factual data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Boreholes</strong></td>
</tr>
<tr>
<td>Date of Drilling (start and end)</td>
</tr>
<tr>
<td>Location (Easting/Northing)</td>
</tr>
<tr>
<td>Elevation (RL)</td>
</tr>
<tr>
<td>Depth (total)</td>
</tr>
<tr>
<td>Diameter</td>
</tr>
<tr>
<td>Pocket Penetrometer Tests <em>(depth and reading)</em></td>
</tr>
<tr>
<td>SPT <em>(depth and reading)</em></td>
</tr>
<tr>
<td>Vane Shear Tests <em>(depth and reading)</em></td>
</tr>
<tr>
<td>Point Load Testing</td>
</tr>
<tr>
<td>Sample depths</td>
</tr>
<tr>
<td>Core Photographs</td>
</tr>
</tbody>
</table>

| **Backhoe Test Pits**         |
| Date of Excavation            |
| Location (Easting/Northing)   |
| Elevation (RL)                |
| Depth (total)                 |
| DCP *(blow count and depth)*  |
| Pocket Penetrometer Tests *(depth and reading)* |
| Sample depths                 |
| Test Pit Photos               |

| **Window Sampling**           |
| Date of Sampling              |
| Location (Easting/Northing)   |
| Elevation (RL)                |
| Depth (total)                 |
| DCP *(blow count & depth)*    |
| Pocket Penetrometer Tests *(depth & reading)* |
| Sample depths                 |
| Sample Photos                 |

| **Hand Augers**               |
| Date of Excavation            |
| Location (Easting/Northing)   |
| Elevation (RL)                |
| Depth (total)                 |
| Auger Diameter                |
| DCP *(blow count and depth)*  |
| Sample depths                 |
# Raw factual data

- **Test Pit Photos**

## Excavator Test Pits

<table>
<thead>
<tr>
<th>Date of Excavation</th>
<th>Location (Easting/Northing)</th>
<th>Elevation (RL)</th>
<th>Depth (total)</th>
<th>Pocket Penetrometer Tests (<em>depth and reading</em>)</th>
<th>Hand Vane Shear Tests (<em>depth and reading</em>)</th>
<th>Sample depths</th>
<th>Test Pit Photos</th>
</tr>
</thead>
</table>

## Seismic

<table>
<thead>
<tr>
<th>Date</th>
<th>Location (Easting/Northing)</th>
<th>Elevation (RL)</th>
<th>Geophone Spacing</th>
<th>Shot Spacing</th>
<th>Total Line Length</th>
<th>Raw data</th>
</tr>
</thead>
</table>

## RAAX Imaging

<table>
<thead>
<tr>
<th>Date</th>
<th>BH Number</th>
<th>Location (Easting/Northing)</th>
<th>Elevation (RL)</th>
<th>Images</th>
</tr>
</thead>
</table>

## CPT's

<table>
<thead>
<tr>
<th>Date</th>
<th>Location (Easting/Northing)</th>
<th>Elevation (RL)</th>
<th>Depth</th>
<th>Results (qc, fs, Rf, u2)</th>
</tr>
</thead>
</table>

## Pavement Test Pits

<table>
<thead>
<tr>
<th>Date of Excavation</th>
<th>Location (Easting/Northing)</th>
<th>Depth (total)</th>
<th>Auger Diameter</th>
<th>DCP (<em>blow count and depth</em>)</th>
<th>Sample depths</th>
<th>Test Pit Photos</th>
</tr>
</thead>
</table>

## Deflectograph

<table>
<thead>
<tr>
<th>Date of Deflectograph Measurements</th>
<th>Roadloc Chainages</th>
<th>Length Analyzed</th>
<th>Results</th>
</tr>
</thead>
</table>
Categories constituting raw factual data are laboratory tests results and the data identified in the table below:

<table>
<thead>
<tr>
<th>Raw factual data</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydrologic model</td>
<td></td>
</tr>
<tr>
<td>Hydraulic model</td>
<td></td>
</tr>
</tbody>
</table>
Categories constituting raw factual data are laboratory tests results and the data identified in the table below:

<table>
<thead>
<tr>
<th>Raw factual data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noise logger results</td>
</tr>
<tr>
<td>Dates</td>
</tr>
<tr>
<td>Times</td>
</tr>
<tr>
<td>Date time</td>
</tr>
<tr>
<td>Noise levels</td>
</tr>
<tr>
<td>Weather information</td>
</tr>
<tr>
<td>Traffic data</td>
</tr>
</tbody>
</table>

(clauses 10.2, 15.3 and 23.2 (definition of “RMS Noise Data”))
**Schedule 44**

**Project Deed Amendments due to Pre-Agreed Variations**

(clauses 15.4(e)(i), 15.5(c), 15.8(b), 15.8(d), 15.8(e) and 23.2 (definition of "Pre-Agreed Variation"))

<table>
<thead>
<tr>
<th>Section 1 – Relevant date</th>
<th>Section 2 – Relevant amendments</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Note: insert details of the relevant date by which notice must be given in order for the pre-agreed amendments in Section 2 to be deemed to be made]</td>
<td>[Note: insert details of the pre-agreed amendments to the deed which will be deemed to be made if notice is given by the relevant date in Section 1]</td>
</tr>
</tbody>
</table>
## Schedule 45

### Information Documents

*(clauses 10.2 and 23.2 (definition of "Information Documents"))*

<table>
<thead>
<tr>
<th>Information Document No</th>
<th>Description of Information Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. [Insert details]</td>
<td></td>
</tr>
</tbody>
</table>

---

IC-DC-C91-2  
D&C Project Deed Schedules  
Ed 1/Rev 28, September 2017  
Page 205
Schedule 46

Design Documentation Minor Amendment

(clauses 12.2(m) and 23.2 (definition of "Design Documentation Minor Amendment"))

[Insert project description] ("Project")

To: RMS Representative

From: [Insert Contractor's name]
(ABN [Insert Contractor's ABN])
("Contractor")

In accordance with the terms of clause 12.2(m) of the deed, amendment to design element

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

is proposed as follows:

Attached to this schedule is:

(a) verification by the Project Verifier as required by clause 12.2(h)(i) of the deed;
(b) certification by the Subcontractor as required by clause 12.2(h)(ii) of the deed;
(c) certification by the Contractor as required by clause 12.2(h)(iii) of the deed; and
(d) certification by the Proof Engineer as required by clause 12.2(h)(iv) of the deed.

The proposed amendment does comply with the deed.

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

Signed for and on behalf of
[Insert Contractor's name]
**Schedule 47**

**Proof Engineer Requirements**

*(clauses 2.5 and 23.2 (definition of "Proof Engineer"))*

**Minimum Requirements**

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, 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 RMS specifications for bridgeworks;

(i) Knowledge of scientific investigation and testing and specialist knowledge of materials and products used in bridge construction; and

(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.
## Apprenticeship and Traineeship Report

<table>
<thead>
<tr>
<th>Contract Number &amp; Description</th>
<th>Reporting Period (reports are due end of Mar, Jun, Sep, Dec)</th>
<th>E.g. April-June 2017</th>
</tr>
</thead>
</table>

### Subcontractors used during reporting period (See Note 1)

<table>
<thead>
<tr>
<th>Legal Name of Subcontractor</th>
<th>Project Site – Name and Address</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>

### Apprentices

<table>
<thead>
<tr>
<th>E.g. Certificate III in Civil Construction Plant Operations</th>
<th>Current quarterly hours</th>
<th>Current quarterly FTE *</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Trainees

<table>
<thead>
<tr>
<th>E.g. Certificate IV in Civil Construction Supervision</th>
<th>Current quarterly hours</th>
<th>Current quarterly FTE *</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* To calculate the current quarterly “Full Time Equivalent” (FTE):
1. Contractor reports hours worked by apprentices/trainees in the reporting period.
2. Divide these hours by the number of working days for the reporting period, and divide by 7. This gives the FTE number of apprentices/trainees delivered by the project in that Quarter.

\[
\text{Reported Apprentice/Trainee Hours} = \frac{\text{FTE number of apprentices}}{\text{Working Days in reporting Quarter} \times 7 \text{ hours}}
\]

**Note 1:**
Only list the Subcontractors if they employ apprentices and/or trainees and the number of the Sub-contractors’ apprentices and/or trainees is included in your quarterly report.
## Aboriginal Participation in Construction - Quarterly Report

*(clause 3.12)*

### PROJECT DETAILS

<table>
<thead>
<tr>
<th>Contract No and Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td></td>
</tr>
<tr>
<td>Contract Award Value (or Project Value, where relevant) (excl GST)</td>
<td></td>
</tr>
<tr>
<td>Project APIC Category:</td>
<td></td>
</tr>
<tr>
<td>Targeted Project Spend (TPS) $(excl GST)</td>
<td></td>
</tr>
<tr>
<td>Date of APIC report (reports are due at the end of Mar, Jun, Sep, Dec):</td>
<td></td>
</tr>
</tbody>
</table>

### PROJECT PARTICIPATION

- Total number of people (all) employed on the project:
- Total number of hours worked by all employees on this project:
- Total number of sub-contractors on the project:
- Total number of people employed by sub-contractors on project:

### ABORIGINAL PARTICIPATION

- Total number of Aboriginal people employed on the project:
- Total number of hours worked by Aboriginal people employed on this project:
- Total number of Aboriginal people employed by sub-contractors on project:

### ABORIGINAL PARTICIPATION – DIRECT EXPENDITURE

<table>
<thead>
<tr>
<th>Type of expenditure</th>
<th>Recipients (if known)</th>
<th>Actual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Direct employment (employees, apprentices)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Other employment (contractors, group training)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Goods/services bought from Aboriginal businesses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Education expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Apprentices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Trainees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Cadets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Payments to Aboriginal business/community organisations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) Other type of expenditure approved by RMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Direct Expenditure Amount ($)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed expenditure in participation plan ($)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### ABORIGINAL PARTICIPATION – INDIRECT EXPENDITURE

<table>
<thead>
<tr>
<th>Proposed expenditure amount ($) in participation plan</th>
<th>Actual expenditure amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of activities (include participating business/community group details) and outcomes</td>
<td></td>
</tr>
</tbody>
</table>

### ABORIGINAL PARTICIPATION – ACTUAL SPEND

<table>
<thead>
<tr>
<th>Actual spend on APIC in reporting Quarter: $ (excl GST)</th>
<th>$</th>
<th>Total Actual spend on APIC (Cumulative): $ (excl GST)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual spend on APIC in reporting Quarter: as % of TPS</td>
<td>%</td>
<td>Total Actual spend on APIC (Cumulative): as % of TPS</td>
<td>%</td>
</tr>
</tbody>
</table>

Number of Aboriginal businesses invited to tender/supply who were unsuccessful and reasons for rejection (e.g. price, inability to meet required timeframe, did not respond)

<table>
<thead>
<tr>
<th>Tender details</th>
<th>No.</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments:

Approved by (Name and Position in the Organisation):