Schedule 12

Requirements of Third Party Agreements

(Clause 9.18)

1. **NO LIMITATION ON DEED**

   Nothing in this Schedule 12 limits the Principal's rights or affects the Contractor's obligations under any clause of this deed.

   The exclusion of liability for Consequential Loss and the General Cap apply to Schedule 12 (including the carve outs to those).

2. **INTERFACE AGREEMENTS**

   (a) The Contractor:

   (i) acknowledges that:

   (A) Sydney Trains, TfNSW, RailCorp and the Principal have entered into the Sydney Light Rail Interface Agreement;

   (B) Sydney Metro (ABN 12 354 063 515) and the Principal have entered into the Sydney Metro West Interface Agreement;

   (C) Sydney Trains, RailCorp and the Principal have entered into the Sydney Trains Rozelle Works Deed; and

   (D) Ausgrid (ABN 67 505 337 385) and the Principal have entered into the Ausgrid Relocation Deed,

   (together the Interface Agreements); and

   (ii) must, in performing, the Contractor's Activities:

   (A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Interface Agreements to the extent that they apply or relate to:

   (aa) the Works (as defined in the Sydney Light Rail Interface Agreement);

   (bb) the RI Works (as defined in the Sydney Metro West Interface Agreement);

   (cc) the Relocation Works and Decommissioning Works (each as defined in the Sydney Trains Rozelle Works Deed);

   (dd) the Contestable Works (as defined in the Ausgrid Relocation Deed),

   (together the Works); or

   (ee) the Contractor's Activities,

   as if it were named as the Principal in the relevant Interface Agreements so as to ensure that the Principal is able to fully meet
those obligations under the Interface Agreements or otherwise at law except to the extent that the table below:

(ff) provides that the Contractor is not required to comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(gg) limits the Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in this Schedule 12 that are additional to or more stringent or onerous than the conditions and requirements described in section 2(a)(ii)(A) of this Schedule 12;

(iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform any obligations under or in connection with the Interface Agreements; and

(iv) subject to the table below, may not exercise any of the Principal's discretions or rights under the Interface Agreements unless it has obtained the Principal's prior written consent.

(b) The Contractor acknowledges that:

(i) the Interface Agreements provide processes for the Works to be designed and constructed; and

(ii) it must design and construct the Works in accordance with the requirements of the Interface Agreements, this Schedule 12 and this deed.

(c) Where the Interface Agreements provide that:

(i) the Principal must; or

(ii) the Principal must ensure that its contractors will,

do something or comply with an obligation which applies or relates to the Works, the Contractor must in performing the Contractor's Activities, do that thing or comply with that obligation.

(d) Where the Interface Agreements provide for the Principal to provide a document, notice or information to, or request the consent of, a party to an Interface Agreement other than the Principal (Interface Party) or an independent certifier appointed in respect of that Interface Agreement which relates to the Works, the Contractor:

(i) must not provide any such document, notice, information or comments directly to, or request consent from, the Interface Party or independent certifier (as applicable); and

(ii) must provide such document, notice, information or comments, or request for consent, to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information or request for consent and consider the comments and provide the document, notice, information, comments or request for consent to the relevant Interface Party within the time period required by the relevant Interface Agreement.
(e) The Contractor must, in carrying out the Contractor's Activities:

(i) comply with any reasonable directions of the relevant Third Party's representative in respect of the relevant Interface Agreement in relation to compliance with the conditions and requirements of the Interface Agreements which apply or relate to the Works or the Contractor's Activities or other requirements of the Third Parties;

(ii) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to an Interface Party under the Interface Agreements or otherwise at law; and

(iii) otherwise act consistently with the terms of the Interface Agreements.

(f) Whenever, pursuant to the terms of the Interface Agreements, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to an Interface Party under any clause of the Interface Agreements which is in any way connected with the Works then, subject to what is provided in this Schedule 12 and the other terms of this deed, the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Interface Agreements in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

(g) The Contractor acknowledges that to the extent that the Interface Agreements contain provisions pursuant to which an Interface Party is stated to make no representations as to a state of affairs, the Contractor agrees that the Principal similarly makes no representations to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Interface Agreements were set out fully in this deed.

(h) Nothing in the Interface Agreements or this Schedule 12 limits the Principal's rights or the Contractor's obligations in relation to Opening Completion, WHT Interface Milestone Completion or Completion or the rectification of Defects under this deed.

(i) Without limiting any other provision of this Deed, the Contractor must indemnify the Principal from and against any claim by any Interface Party against the Principal or any Liability of the Principal to an Interface Party arising out of or in any way in connection with the Interface Agreements to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, a breach of this deed by the Contractor, or a wrongful or negligent act or omission by the Contractor or the Contractor's Related Parties in the performance of the Contractor's Activities:

(i) provided that the Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and

(ii) except to the extent it is limited in this Schedule 12.

(j) The Contractor:

(i) bears the full risk of:

(A) it complying with the obligations under this Schedule 12; and
(B) any acts or omissions of an Interface Party or its employees, agents, contractors or officers; and

(ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:

(A) the risks referred to in section 2(j)(i) of this Schedule 12; or

(B) any acts or omissions of an Interface Party or its employees, agents, contractors or officers.

(k) For the purpose of this Schedule 12, any reference in:

(i) the Sydney Light Rail Interface Agreement to "RMS Personnel";

(ii) the Sydney Metro West Interface Agreement to "Responsible Parties" (in respect of paragraph (b) of that definition);

(iii) the Sydney Trains Rozelle Works Deed to "RMS Personnel"; and

(iv) the Ausgrid Relocation Deed to "Roads and Maritime Contractor",

must be read as a reference to:

(ii) the Contractor and each of the directors, employees, officers, representatives, agents, contractors and consultants of the Contractor; and

(iii) the subcontractors of the Contractor and each of their sub-subcontractors and the directors, employees, officers, representatives, agents, contractors and consultants of the subcontractors of the Contractors and their sub-subcontractors,

who are involved in the execution of, or in any performance of, any things and tasks which the Contractor is, or may be, required to carry out or do under the Interface Agreements (to the extent relating to the Works) or this deed.

(l) The Contractor acknowledges and agrees that the Principal gives no undertaking to the Contractor that the Principal will comply with the obligations which are not required to be performed by the Principal or the time within which those obligations must be performed.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Sydney Light Rail Interface Agreement - Obligations which are not required to be performed by the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.10 - Development Consent</td>
<td>The Contractor will not be required to comply with this clause, except it must comply with the conditions of the Development Consent as set out in clause 3.10(d) to the extent required by this deed.</td>
</tr>
<tr>
<td>5 - Costs</td>
<td>All, excluding clause 5.1(a) in relation to costs that the Contractor or its Related Entities incur and 5.1(b) in relation to services used by the Contractor or its Related Entities.</td>
</tr>
<tr>
<td>6 - Insurance</td>
<td>The Contractor will not be required to comply with this clause in respect of the Principal’s Project Insurance.</td>
</tr>
<tr>
<td>7.5 -</td>
<td>All.</td>
</tr>
<tr>
<td>Clause</td>
<td>Conditions of Track Possession</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>7.6(b)(ii)</td>
<td>All.</td>
</tr>
<tr>
<td>8.5 - RMS's warranty</td>
<td>All.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Condition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.8 – Principal Contractor (RMS or the RMS Contractor)</td>
<td>The Contractor is engaged as the Principal Contractor in relation to the Works Package described in clause 8.8(a) and must comply with this clause.</td>
</tr>
<tr>
<td>10.1(a)</td>
<td>The Contractor will not be required to comply with a Contamination Notice solely because the Contamination Notice is an Approval, and under clause 10 the Contractor is required to comply with all Laws relating to the environment.</td>
</tr>
<tr>
<td>13.1 – Appointment of Independent Certifier</td>
<td>All.</td>
</tr>
<tr>
<td>15 – Advertising Assets</td>
<td>All.</td>
</tr>
<tr>
<td>19 – Release and Indemnity</td>
<td>The Contractor will be required to indemnify the Principal only to the extent that the relevant Claim arises due to any act or omission of or breach by the Contractor or its Related Entities, or the use or occupation of the Railway Corridor by the Contractor or its Related Entities. The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant Claim arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</td>
</tr>
<tr>
<td>22 – Disputes</td>
<td>The Contractor will not be required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a dispute under this clause. The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes to the extent relevant to the Contractor’s Activities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause</th>
<th>Sydney Metro West Interface Agreement - Obligations which are not required to be performed by the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2 – Review and verification</td>
<td>The parties acknowledge that the comments provided by SM under this clause will be treated by the D&amp;C Independent Certifier as comments of an ‘Other Reviewer’ in accordance with the Contractor Documentation</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>8.1- Appointment of RI Independent Certifier</strong></td>
<td>All.</td>
</tr>
<tr>
<td><strong>8.2(c) - RI Independent Certifier to certify compliance</strong></td>
<td>All.</td>
</tr>
</tbody>
</table>
| **10.2(b) – Repair of damage**                                         | The Contractor will be required to undertake repair or replacement work and the Principal will be required to pay reasonable costs recovered from SM in respect of that repair or replacement work.  
To the extent the Principal does not recover costs from SM under clause 10.2(b)(ii) in respect of the repair or replacement work performed by the Contractor and the rectification costs are not available to the Contractor under any Project Insurances (other than due to an act or omission of the Contractor), the Principal will pay to the Contractor the reasonable costs that SM was obliged to pay to the Principal under clause 10.2(b)(ii).  
If requested by the Principal, the Contractor must promptly provide an estimate of the cost of the repair or replacement work before the Principal gives notice to SM under clause 10.2(b). |
| **12(b)(ii) – Work Health & Safety**                                  | The Contractor is engaged as the Principal Contractor in relation to the construction project(s) that includes the RI Activities and the RI Monitoring Activities (as those terms are defined in the Sydney Metro West Interface Agreement) and must comply with this clause.                                                                                                                                                                                                                                                                                                                                                      |
| **13.14(d) – Independent Expert**                                     | All.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| **15 – Liability of RMS**                                              | The Contractor will be required to indemnify the Principal only to the extent that the relevant damage, death, personal injury, liability or claims arises due to any act or omission of or breach by the Contractor or its Related Entities, or the use or occupation of the SMW Site by the Contractor or its Related Entities.  
The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant damage, death, personal injury, liability or claims arise from any breach of this deed or the other D&C Documents of other act or omission (including any negligence) of the Principal or its Related Entities. |
| **16 - Insurance**                                                    | The Contractor will not be required to comply with this clause in respect of the insurances to be effected and maintained by the Principal in accordance with clause 26 and Schedule 30 of this deed.                                                                                                                                                                                                                                                                                                                                                                                        |
| **18.2 – Alignment Information**                                      | All.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
20 – Dispute resolution

The Contractor will not be required to comply with this clause, except that the Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a dispute under this clause.

The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes to the extent relevant to the Contractor's Activities.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Sydney Trains Rozelle Works Deed - Obligations which are not required to be performed by the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2 - Indemnity</td>
<td>The Contractor will be required to indemnify the Principal only to the extent that the relevant Claim arises due to any act or omission of or breach by the Contractor or its Related Entities. The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant Claim arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</td>
</tr>
<tr>
<td>5 - Costs</td>
<td>All, excluding clause 5.1(a) in relation to costs that the Contractor or its Related Entities incur and 5.1(b) in relation to services used by the Contractor or its Related Entities.</td>
</tr>
<tr>
<td>6 - Insurance</td>
<td>The Contractor will not be required to comply with this clause in respect of the Principal's Project Insurance.</td>
</tr>
<tr>
<td>7.4 - Warranty by RMS</td>
<td>All.</td>
</tr>
<tr>
<td>7.6 - Principal Contractor</td>
<td>The Contractor is engaged as the Principal Contractor in relation to the Relocation Works and Decommissioning Works (as that term is defined in the Sydney Trains Rozelle Works Deed), and must comply with this clause.</td>
</tr>
<tr>
<td>7.8 - Indemnity</td>
<td>The Contractor will be required to indemnify the Principal only to the extent that the relevant costs, expenses, fines, losses, damages or Claims arise due to any act or omission of or breach by the Contractor or its Related Entities. The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant costs, expenses, fines, losses, damages or Claims arise from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</td>
</tr>
<tr>
<td>9.1(a)</td>
<td>The Contractor will not be required to comply with a Contamination Notice solely because the Contamination Notice is an Approval, and under clause 9 the Contractor is required to comply with all Laws relating to the environment.</td>
</tr>
<tr>
<td>9.5 - Indemnity</td>
<td>The Contractor will be required to indemnify the Principal only to the extent that the relevant costs, expenses, fines, losses, damages or Claims</td>
</tr>
<tr>
<td>Clause</td>
<td>Ausgrid Relocation Deed - Obligations which are not required to be performed by the Contractor</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>8.2 – Principal Contractor</td>
<td>The Contractor is engaged as the Principal Contractor in respect of the Contestable Works and the Non-Contestable Works (as those terms are defined in the Ausgrid Relocation Deed), and must comply with this clause.</td>
</tr>
<tr>
<td>10 – Costs</td>
<td>All, excluding clause 10.1 in relation to the costs of the Contractor and its Related Entities.</td>
</tr>
<tr>
<td>11 – Dispute resolution</td>
<td>The Contractor will not be required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a dispute under this clause. The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes to the extent relevant to the Contractor’s Activities.</td>
</tr>
</tbody>
</table>
disputes to the extent relevant to the Contractor’s Activities.

<table>
<thead>
<tr>
<th>13 – Insurance and liability</th>
<th>The Contractor will not be required to comply with this clause in respect of the Principal’s Project Insurance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.1 – Tax Indemnity</td>
<td>The Contractor will not be required to indemnify Ausgrid against future Tax Liabilities.</td>
</tr>
</tbody>
</table>

### 3. COMMON DISPUTES

(a) In this section 3 of this Schedule 12:

**Common Dispute** means a Dispute under this deed which is concerned with matters that also arise in respect of the respective rights and obligations of the Principal and an Interface Party under or in connection with an Interface Agreement including where:

(i) the Principal is in breach of a provision of this deed to the extent such a breach is caused by an Interface Party under its respective Interface Agreement;

(ii) the Principal is entitled to obtain remedies or benefits under or in connection with an Interface Agreement which are similar to remedies or benefits claimed by the Contractor in a Claim by the Contractor under this deed;

(iii) the Contractor has rights against the Principal under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and the Principal has similar rights against the Interface Party under an Interface Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Interface Agreement; or

(iv) the Contractor has a Claim against the Principal and the Principal has a Claim against an Interface Party based on the same or similar events or circumstances.

(b) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:

(i) determine that the Common Dispute be resolved in accordance with the provisions of this section 3 of this Schedule 12; and

(ii) notify the Contractor in writing of its decision within 20 Business Days of the Common Dispute arising,

in which case section 3(c) to 3(i) of this Schedule 12 will then apply in respect of that Common Dispute.

(c) In the event that, in accordance with section 3(b) of this Schedule 12, the Principal determines that a Common Dispute is to be resolved in accordance with this section 3 of this Schedule 12, and notifies the Contractor in writing of this decision, then:

(i) clauses 3, 4, 5, 6, 7 and 8 of Schedule 3 will not apply to the resolution of the Common Dispute that is the subject of the Principal’s notice; and
(ii) the Contractor acknowledges and agrees, that the purpose of this section 3 of this Schedule 12 is:

(A) to provide the Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the rights of the Contractor against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Interface Agreements; and

(B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against an Interface Party under, arising out of, or in any way in connection with the relevant Interface Agreement.

(d) In respect of all Common Disputes:

(i) the entitlement of the Contractor to receive compensation from the Principal, and the Principal's liability to pay compensation to the Contractor, will only arise at the time the relevant Common Dispute is resolved or determined;

(ii) if any compensation is payable by the Principal to the Contractor under this deed in respect of a Common Dispute, the Contractor will have the same entitlement to recover compensation under this deed as the Principal has to recover that compensation from an Interface Party under the relevant Interface Agreement in respect of the subject matter of the Common Dispute;

(iii) any rights the Contractor has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Interface Agreement; and

(iv) the Principal will pass through to the Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the Interface Agreement in respect of the subject matter of the Common Dispute:

(A) to the extent that this is referrable to the Contractor, including any Liability, Claim or Loss of the Contractor; and

(B) determined by reference to what is actually compensated or allowed by an Interface Party under the relevant Interface Agreement.

(e) The Principal agrees to diligently pursue its rights regarding the Common Dispute and:

(i) where possible, request of the relevant Interface Party, that the Contractor be permitted to directly make representations in respect of the Common Dispute;

(ii) if it is unable to obtain the Interface Party's consent as contemplated under section 3(e)(i) of this Schedule 12, make on behalf of the Contractor whatever representations in respect of the Common Dispute that the Contractor reasonably requests; and

(iii) provide:

(A) regular updates to the Contractor; and
(B) whatever information and documents the Contractor reasonably requests,
as to the progress of the Common Dispute.

(f) The Principal's liability to the Contractor in respect of the subject matter of a
Common Dispute:

(i) is satisfied by payment to the Contractor in accordance with this section 3 of
this Schedule 12; or

(ii) if the Interface Party is not liable to the Principal, is deemed to be satisfied
on the determination of that matter (whether by dispute resolution under
the respective Interface Agreement, Project Deed or otherwise), provided
that:

(A) the Principal has complied with its obligations under this section 3 of
this Schedule 12 with respect to recovery of the Principal's and the
Contractor's entitlements from the Interface Party; and

(B) all appeals from such determination have been exhausted.

(g) The Contractor agrees:

(i) to provide all documents, assistance, and cooperation reasonably requested
by the Principal (and in the time requested by the Principal) in connection
with the Common Dispute;

(ii) that where an Interface Agreement contemplates:

(A) alternative dispute resolution (including arbitration and expert
determination):

(A) a like process will apply to the Common Dispute between the parties;
and

(B) the Contractor consents to the Common Dispute being heard together
with (or consolidated with) that alternative dispute resolution
process; and

(B) litigation, the Contractor consents to the Common Dispute being
consolidated with (or heard together with) that litigation; and

(iii) to be bound by the outcome of the Common Dispute resolution process to
the extent it affects the rights and obligations of the Contractor under this
deed.

(h) The entitlement of the Contractor to a remedy in respect of a Common Dispute will
not be reduced to the extent to which the Principal's entitlements under an
Interface Agreement are reduced or extinguished due to the Principal's breach or
failure to comply with the Interface Agreement or other act or omission by the
Principal (to the extent not caused by the Contractor).

(i) To the extent the Contractor has recovered compensation in respect of a
Common Dispute under another provision of this deed, the Contractor is not entitled to the
same compensation under this section 3 of this Schedule 12.

(j) Any payment to which the Contractor is entitled under this section 3 of this
Schedule 12 in respect of a Common Dispute shall be paid by the Principal to the
Contractor within 25 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Interface Agreement.

(k) If at any time any provision of this Schedule 12 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(i) the legality, validity or enforceability in that jurisdiction of any other provision of this Schedule 12; or

(ii) the legality, validity or enforceability under law of any other jurisdiction of that or any other provision of this Schedule 12.

(l) Despite the existence of a Common Dispute between the parties to this deed, the parties must continue to comply with and perform their obligations under this deed.

(m) Section 3 of this Schedule 12 will survive termination of this deed.
Schedule 13

Variations to the Tunnel Substratum

1. Definitions

For the purposes of this Schedule 13:

(a) Rozelle Rail Yards Site means page 1 of 17 in M4M5RZI003 REV03 contained in the Site Access Schedule; and

(b) Iron Cove Link Site means page 6 of 17 in M4M5RZI003 REV03 contained in the Site Access Schedule.

2. PRINCIPLES FOR TUNNEL SUBSTRATUM VARIATIONS

The parties acknowledge and agree that:

(a) subject to paragraph (b), the tunnel substratum is defined in the Construction Site (Tunnel Substratum) drawings in Part C of the Site Access Schedule (Construction Site Drawings); and

(b) the Contractor may notify the Principal that the tunnel substratum referred to in paragraph (a) requires further refinement and amendment and may request that further refinement and amendment be agreed or determined in accordance with this Schedule 13.

(c) the following principles will be applied in agreeing or determining any refinement and amendment of the tunnel substratum:

(i) the tunnel substratum will be an underground stratum lot limited in height, width and depth;

(ii) the tunnel substratum will typically be rectangular in shape when viewed in cross-section, with a variable envelope depending on operational and other physical requirements;

(iii) subject to paragraphs 2(c)(iv) and 2(c)(v) of this Schedule 13, the height, width and depth of the stratum lot referred to in paragraph 2(c)(i) of this Schedule 13 will be determined by reference to the Rozelle Interchange Works as described in the then current Design Documentation provided by the Contractor;

(iv) the tunnel substratum must be at least 5 metres below the surface level of the land, except where underground structures (such as dive structures, cut and cover structures and ventilation tunnels) must approach and make contact with the surface of the land on the Rozelle Rail Yards Site and the Iron Cove Link Site;

(v) subject to paragraph 2(c)(vi) of this Schedule 13, the tunnel substratum will include the following clearance and allowance areas, unless otherwise agreed by the parties:

(A) 10 metres plan clearance from the external sides of tunnels;

(B) 10 metres clearance above tunnel crown;

(C) 10 metres clearance around service tunnels, maintenance bays, tunnel connections to shafts, and the like;
(D) 20 metres allowance for ground anchors compared to the excavation
pits, or relevant earth retaining structures; and

(E) 10 metres clearance from the outer edge of any structure or item
requiring clearance that is not referred to in paragraphs 2(c)(v)(A) to
2(c)(v)(D) of this Schedule 13;

(vi) the relevant tunnel substratum must:

(F) align with and allow for connection of the Rozelle Interchange Works
to the Main Tunnel Works;

(G) accommodate the safeguarding for future connection (by others) of
the WHT Works;

(vii) the tunnel substratum must not extend above ground and must not include
areas that are excessive to the Contractor's reasonable requirements for the
performance of the Contractor's Activities; and

(viii) the tunnel substratum for the Main Tunnel Works is fixed, and the tunnel
substratum under this deed must not encroach on or otherwise inhibit the
use or occupation of the tunnel substratum for the Main Tunnel Works by
the Principal, the Main Tunnel Contractor or a WestConnex Concessionaire or
its nominees.

(d) if the parties are unable to agree on any refinement or amendments to the tunnel
substratum referred to in paragraph 2(a) of this Schedule 13 by the date which is
12 months before the applicable dates for access set out in the tables in Part B of
the Site Access Schedule, then the Principal may determine these matters by
reference to the principles referred to in paragraph 2(c) of this Schedule 13;

(e) notwithstanding anything to the contrary in this Schedule, any land outside the
tunnel substratum defined in the Construction Site Drawings or determined in
accordance with paragraph 2(d) of this Schedule 13 which the Contractor identifies
after the date which is 12 months before the applicable dates for access set out in
the tables in Part B of the Site Access Schedule as being required to be included in
the tunnel substratum is Extra Land for the purposes of clause 11.4(b) of this
deed; and

(f) following the tunnel substratum referred to in paragraph 2(a) of this Schedule 13
being refined or amended in accordance with this Schedule 13, Part C of the Site
Access Schedule is deemed to be amended to include drawings of the tunnel
substratum (as refined or amended).
Schedule 14

Connections to the Rozelle Interchange

(Clause 17A.6)

1. Main Tunnel Works eastbound from M4 East and Wattle Street to Anzac Bridge eastbound.
2. Anzac Bridge westbound to Main Tunnel Works westbound to M4 East and Wattle Street.
3. Main Tunnel Works eastbound/northbound from M4 East, Wattle Street New M5 and St Peters Interchange to future Western Harbour Tunnel northbound.
4. Future Western Harbour Tunnel southbound to Main Tunnel Works westbound/southbound to M4 East, Wattle Street, New M5 and St Peters Interchange.
5. Main Tunnel Works northbound from New M5 and St Peters Interchange to Victoria Road northbound/westbound.
6. Victoria Road southbound/eastbound to Main Tunnel Works southbound to New M5 and St Peters Interchange.
7. Main Tunnel Works northbound from New M5 and St Peters Interchange to City West Link eastbound and westbound.
8. City West Link eastbound and westbound to Main Tunnel Works southbound to New M5 and St Peters.
Schedule 15

Not used
Schedule 16

Project Group

(clause 8.5)

1. CONSTITUTION

(a) The Project Group will consist of:

(i) the Principal’s Representative;
(ii) the Contractor’s Representative;
(iii) one other representative that RMS nominates from time to time;
(iv) one other representative that the Contractor nominates from time to time; and
(v) such other members as the parties may from time to time agree.

(b) The persons referred to in paragraph 1(a) may appoint delegates to attend Project Group meetings in their absence and to otherwise discharge their responsibilities under clause 8.5 of this deed and this Schedule 16.

2. OBJECTIVES

(a) The role of the Project Group is to provide leadership, governance and oversight.

(b) The objectives of the Project Group will be to monitor and review the progress of the Project, including to:

(i) assist in the resolution of any special matters referred to the Rozelle Interchange Project Group by a party, including issues arising in respect of the Third Party Agreements;
(ii) monitor the progress of the Contractor’s Activities;
(iii) review the Overall D&C Program and the performance of the Contractor;
(iv) review issues arising out of community relations and community concerns;
(v) review issues arising out of the quality of the Contractor’s Activities;
(vi) review matters arising from the Design Documentation, including any proposed design changes;
(vii) review value engineering opportunities and potential cost savings consistent with maintaining quality and enhancing life cycle costing;
(viii) review potential impact of design and construction outcomes on operation and maintenance requirements;
(ix) review environmental issues (including sustainability issues);
(x) review issues arising out of any Key Interfaces or Interface Protocols;
(xi) review issues arising out of the subject of the Third Party Agreements;
(xii) review safety issues;
(xiii) review workforce development and training issues;
(xiv) review issues in connection with the Chain of Responsibility Provisions;
(xv) review other unresolved matters arising between the parties that are not yet a Dispute;
(xvi) provide leadership on matters relating to completion and handover of the Project Works;
(xvii) approve processes and procedures prepared by the Completion Working Group;
(xviii) consider issues referred to it by the Completion Working Group;
(xix) review all progress reports provided in accordance with this deed; and
(xx) review any other matters determined or directed by the Principal's Representative.

3. MEETINGS

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

   prior to the Date of Completion.

(b) The Contractor must provide the Principal's Representative with an agenda prepared in consultation with the Principal's Representative for each meeting of the Project Group no less than 48 hours prior to the meeting.

(c) The role of chairperson for meetings of the Project Group will alternate between the Contractor's Representative and the Principal's Representative with the Principal's Representative to chair the first such meeting.

(d) The chairperson of a meeting of the Project Group must give all members of the Project Group (and any other person nominated by the Principal's Representative) minutes of the meeting within 5 Business Days after the meeting.

(e) The members of the Dispute Avoidance Board (as defined in Schedule 3) may, by invitation of either party, attend a Project Group meeting, but will not be members of the Project Group.

(f) RMS:
   (i) has the right to have representatives of any Authority attend any meeting of the Project Group as observers; and
   (ii) may request the Contractor to procure the attendance of representatives of any of the Subcontractors (and their subcontractors, suppliers or consultants) at any meeting of the Project Group and the Contractor must comply with any such request.
(g) The Contractor has the right to have a representative of the Subcontractors attend any meeting of the Project Group as an observer.
Schedule 17

Proof Engineer and Independent Checking Engineer

Part A - Minimum Requirements for Proof Engineer

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

(a) Demonstrated experience in the design of complex bridges and structures, which shall mean for the purposes of this Schedule 17, bridges or structures with any of the following features:

   (i) bridge spans exceeding 35m;
   (ii) retaining walls with effective retained height greater than 6m;
   (iii) cable stayed or suspension bridges;
   (iv) steel orthotropic decks;
   (v) bascule span bridges;
   (vi) post tensioned concrete structures;
   (vii) bridge decks with skew exceeding 35 degrees
   (viii) railway bridges over roads and road bridges over railways
   (ix) structures under railways
   (x) precast arch structures; and
   (xi) bridges with a superstructure consisting of precast prestressed concrete girders and cast in-situ deck slab, where the girders are made continuous for live load or the superstructure is made fully integral with the substructure.

(b) Proven ability in structural analysis and design of complex bridges and structures.

(c) Quality Management System 3rd party certified to AS/NZS ISO 9001.

(d) Range of suitable structural analysis, bridge design and CAD software.

(e) Qualifications admitting to MIEAust and National Professional Engineers Register.

(f) At least 5 years’ experience in complex structural analysis and design of complex bridges and structures.

(g) Knowledge of Australian Standard AS 5100, RMS Bridge Technical Directions, RMS Standard Drawings.

(h) Knowledge of the Principal’s specifications for bridgeworks.

(i) Knowledge of scientific investigation and testing and specialist knowledge of materials and products used in bridge construction.

(j) At least 5 years’ experience in undertaking the checking of structural design of complex bridges and structures as a proof engineer in the past 10 years.
Part B - Minimum Requirements for Independent Checking Engineer

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

(a) At least 5 years’ experience in undertaking the design of Temporary Works (of the type described in this deed as ‘Category 2 Temporary Works’) as an engineer in the past 10 years.
PART C
ADMINISTRATIVE
Schedule 18

Project Plans

(clause 9.5)

1. PROJECT PLANS

(a) Each Project Plan must:

   (i) where an initial plan exists for the relevant Project Plan and is contained in Appendices E.6 to E.20 of the SWTC, be based upon that initial plan;

   (ii) whether or not an initial plan exists for the relevant Project Plan, be prepared and further developed in accordance with this deed, including this 0 and section 3.8 of the SWTC; and

   (iii) contain any relevant contents required under this deed, including as specified in Schedule 40 and Appendix C.1 of the SWTC.

(b) Each Project Plan must be initially submitted to the D&C Independent Certifier and the Principal’s Representative within any relevant time period specified in this deed (including as specified in Schedule 40 and Appendix C.1 of the SWTC).

2. REVIEW OF PROJECT PLANS

(a) The Principal’s Representative may:

   (i) review any Project Plan submitted under this 0; and

   (ii) if the Project Plan submitted does not comply with this deed, notify the Contractor of that within 20 Business Days of the initial submission of the Project Plan.

(b) If the Contractor receives a notice under section 2(a)(ii) of this 0, the Contractor must promptly submit an amended Project Plan, or relevant part or component of it, to the D&C Independent Certifier and the Principal's Representative.

(c) The Principal's Representative owes no duty to the Contractor to review any Project Plan submitted by the Contractor for errors, omissions or compliance with this deed.

3. PURPOSE OF PROJECT PLANS

The Contractor acknowledges and agrees that:

(a) an intended purpose of each Project Plan is for the Contractor to provide a detailed description of how the Contractor intends to carry out the Contractor's Activities in accordance with the requirements of this deed with respect to the subject matter of each Project Plan; and

(b) the Project Plans will require ongoing development, amendment and updating throughout the duration of the Contractor's Activities to take into account:

   (i) Changes;

   (ii) changes in Law;
(iii) the commencement of new phases or stages of design and construction as shown in the Overall D&C Program;

(iv) those events or circumstances expressly identified for each Project Plan including as specified in Schedule 40 and Appendix C.1 of the SWTC; and

(v) any other events or circumstances which occur or come into existence and which have, or may reasonably be expected to have, a material effect on the manner in which the Contractor carries out the Contractor’s Activities.

4. WARRANTIES AND UNDERTAKINGS

The Contractor:

(a) warrants that each Project Plan will be fit for its intended purpose and that compliance by it with the Project Plans will enable it to fulfil its obligations under this deed;

(b) must not decrease or otherwise reduce the scope of any Project Plan, or the scope of work or level of effort or expertise required by a Project Plan, or the number of personnel or extent of surveillance required, including any initial Project Plan and any revision of a Project Plan, without the prior written approval of the Principal’s Representative (which must not be unreasonably withheld); and

(c) must continue to develop and promptly amend or update the Project Plans:

(i) to take into account:

(A) the circumstances and events referred to in section 3(b) as those circumstances and events occur or come into existence; and

(B) any breach or potential breach of the warranties referred to in section 4(a); and

(ii) as otherwise specified in Schedule 40 and the SWTC, including Appendix C.1 of the SWTC,

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

5. THE PRINCIPAL’S REPRESENTATIVE’S DIRECTION

If the Principal’s Representative believes that:

(a) any Project Plan does not comply with the requirements of this deed; or

(b) the Contractor has not further developed, updated or amended any Project Plan in accordance with the requirements of section 3(b),

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

(c) the reasons why such development, updating or amending is required; and

(d) the time within which such development, updating or amending must occur,

and the Contractor must:
(e) further develop, update or amend the Project Plan as directed by the Principal's Representative and the D&C Independent Certifier and so that it complies with the requirements of this deed; and

(f) submit the further developed, updated or amended Project Plan to the Principal's Representative and the D&C Independent Certifier within the time specified in section 5(d).
Schedule 19

Not used
**Schedule 20**

**Quality Management**

(Clauses 12 and 13)

1. **QUALITY MANAGEMENT, VERIFICATION AND CERTIFICATION**

   (a) The Principal and the Contractor acknowledge that the design and construct project delivery method chosen for the Contractor’s Activities, the Project Works and the Temporary Works:

   (i) requires the Contractor to assume responsibility for all aspects of quality for the Contractor’s Activities and for the durability of the Project Works and the Temporary Works;

   (ii) allows the D&C Independent Certifier to observe, monitor, audit and test all aspects of quality in the Contractor’s Activities and the durability of the Project Works and the Temporary Works to certify compliance with the requirements of this deed;

   (iii) requires the D&C Independent Certifier by reviewing and assessing quality in the Contractor’s Activities and the durability of the Project Works, the Temporary Works and the Motorway, to certify the Contractor’s compliance with the requirements of this deed; and

   (iv) allows the Principal’s Representative to monitor compliance of the Contractor’s Activities with the requirements of this deed.

   (b) The Contractor must ensure a Quality Manager is engaged who must:

   (i) independently certify the effectiveness and integrity of the Contractor’s quality system in achieving conformance with the requirements of this deed;

   (ii) report to the Principal’s Representative and the D&C Independent Certifier on quality issues in accordance with the requirements of this deed; and

   (iii) have the requisite experience and ability to carry out the functions described in sections 1(b)(i) and 1(b)(ii) of this Schedule 20.

   (c) The Contractor must provide to the Principal’s Representative a certificate executed by the Quality Manager:

   (i) in the form of Appendix A of this Schedule 20, within 60 Business Days after the date of this deed;

   (ii) in the form of Appendix B of this Schedule 20, every 60 Business Days from the date of this deed until the Date of Opening Completion;

   (iii) in the form of Appendix C of this Schedule 20, as a condition precedent to Opening Completion; and

   (iv) in the form of Appendix D of this Schedule 20, upon the expiry of the last Defects Correction Period.

   (d) The Contractor must provide to the Principal’s Representative a certificate executed by the D&C Independent Certifier:
(i) in the form of Appendix E of this Schedule 20, within 60 Business Days after the date of this deed;

(ii) in the form of Appendix F of this Schedule 20, every 60 Business Days from the date of this deed until the Date of Opening Completion; and

(iii) in the form of Appendix G of this Schedule 20, upon the expiry of the last Defects Correction Period.

(e) The D&C Independent Certifier must audit and review each revision of the Quality Plan within 8 Business Days after submission of that plan to the Principal's Representative.

(f) The Contractor must provide to the Principal's Representative a certificate executed by the Contractor's Environmental Manager in the form of Appendix H of this Schedule 20 every 85 Business Days from the date of this deed until the Date of Opening Completion.

(g) The Contractor must provide to the Principal's Representative a certificate executed by:

(i) the Contractor in the form of Appendix I, in accordance with clauses 13.3(c)(i) and 13.3(c)(iii) of this deed;

(ii) the Subcontractor in the form of Appendix J, in accordance with clause 13.3(c)(ii) of this deed;

(iii) the D&C Independent Certifier in the form of Appendix K, in accordance with clause 13.3(c)(i) of this deed;

(iv) the Proof Engineer in the form of Appendix L, in accordance with clause 13.3(c)(ia) of this deed; and

(v) the Independent Checking Engineer in the form of Appendix M, in accordance with clause 13.3(c)(ib) of this deed.

2. HOLD POINTS

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

3. PROJECT QUALITY NON-CONFORMANCE

(a) The Contractor must comply with the procedure for non-conformances set out in Appendix C.7 of the SWTC and the Quality Plan. Further to the provisions of clause 8.3(b) of AS/NZS ISO 9001-2016, the use, release or acceptance of nonconforming work can only be given by the Principal's Representative, in its absolute discretion and without being under any obligation to do so.

(b) Corrective actions implemented under the Contractor's quality system must comply with the requirements of this deed including the SWTC.

(c) The Contractor must promptly issue all documents relating to quality non-conformances to the Principal's Representative.

4. MONITORING AND AUDITS

The Contractor must:
(a) have its compliance with the Project Plans audited at intervals not exceeding 5 months and 15 Business Days during the Project Works at its cost by an independent auditor who is acceptable to the Principal;

(b) permit representatives of the Principal and the D&C Independent Certifier to be present during such audits; and

(c) deliver 3 copies of each audit report to the Principal and the D&C Independent Certifier within 3 Business Days of its completion.

5. TESTING

The Contractor must carry out all tests required:

(a) by this deed; or

(b) otherwise directed by the Principal's Representative.

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

Rozelle Interchange Project (Project)

(Clause 12.1 and 0)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(i) of 0 to the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, I hereby certify that the Contractor's Quality Management System under clause 12.1 and 0 of the deed is in accordance with the Principal's General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

Signed by
[Quality Manager]
Appendix B

Rozelle Interchange Project (Project)

(Clause 12.1 and 0)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(ii) of 0 of the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, I hereby certify that between the following dates [Insert dates of preceding 60 Business Day period]:

(a) the Contractor’s Quality Management System under clause 12.1 and 0 of the deed was in accordance with AS/NZS ISO 9001-2016 Quality management systems - Requirements;

(b) any Subcontractors' quality systems which form a part of the Contractor’s Quality Management System were in accordance with AS/NZS ISO 9001-2016;

(c) the Contractor complied with and satisfied the requirements of the Principal’s General Specification Q6;

(d) the release of Hold Points was undertaken in accordance with the deed;

(e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the deed; and

(f) that documentation was recorded and submitted to the Principal's Representative and the D&C Independent Certifier in accordance with the deed.

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

Signed by

[Quality Manager]
Appendix C

Completion – Rozelle Interchange Project (Project)

(Clause 12.1 and 0)

To: The Principal's Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(iii) of 0 of the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, I hereby certify in relation to the Project Works that:

(a) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;

(b) the Contractor has completed construction in accordance with the Design Documentation it was entitled to use for construction purposes under clause 13.3 of the deed, subject to minor Defects as referred to in Part A of Error! Reference source not found.;

(c) the release of all Hold Points has been undertaken in accordance with the deed; and

(d) all documentation has been recorded and submitted to the D&C Independent Certifier and the Principal's Representative in accordance with the deed.

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

Signed by

[Quality Manager]
Appendix D

Rozelle Interchange Project (Project)

(Clauses 12.1 and 0)

To: The Principal’s Representative

From: [Quality Manager]

In accordance with the terms of section 1(c)(iv) of 0 of the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, I hereby certify that as at the date of expiration of the last “Defects Correction Period” as defined in the deed:

(a) the release of all Hold Points has been undertaken in accordance with the deed;

(b) all design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with this deed; and

(c) all documentation has been recorded and submitted to the D&C Independent Certifier and the Principal's Representative in accordance with the deed.

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

Signed by

[Quality Manager]
Appendix E

Rozelle Interchange Project (Project)

(Claue 12.1 and 0)

To: The Principal’s Representative

From: [insert name of D&C Independent Certifier] (ABN [  ]) (Clause 12.1 and 0)

In accordance with the terms of section 1(d)(i) of 0 of the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, we hereby certify that the Contractor’s Quality Management System under clause 12.1 and 0 of the deed is in accordance with the Principal’s General Specification Q6 and AS/NZS ISO 9001 Quality management systems - Requirements.

Signed by and on behalf of

[insert name of D&C Independent Certifier]
Appendix F

Rozelle Interchange Project (Project)

(Clause 12.1 and 0)

To: The Principal's Representative

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

In accordance with the terms of section 1(d)(ii) of 0 of the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, we hereby certify that between the following dates [Insert dates of preceding 60 Business Day period]:

(a) the Contractor's quality system under clause 12.1 and 0 of the deed is in accordance with AS/NZS ISO 9001 Quality management systems - Requirements;

(b) any Subcontractors' quality systems which form a part of the Contractor's Quality Management System are in accordance with AS/NZS ISO 9001;

(c) the Contractor has complied with and satisfied the requirements of the Principal's General Specification Q6;

(d) the release of Hold Points has been undertaken in accordance with the deed;

(e) the design, construction, inspection, repairs and monitoring by the Contractor has been undertaken in accordance with the deed, including the SWTC; and

(f) that documentation has been recorded and submitted to the Principal's Representative in accordance with the deed.

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

Signed by

[insert name of D&C Independent Certifier] (ABN [  ])
Appendix G

Rozelle Interchange Project (Project)

(Clause 12.1 and 0)

To: The Principal's Representative

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

In accordance with the terms of section 1(d)(iii) of 0 of the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, we hereby certify that as at the date of expiration of the last "Defects Correction Period" as defined in the deed:

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

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

Signed by

[insert name of D&C Independent Certifier]
Appendix H

Rozelle Interchange Project (Project)

(Clause 12.1 and 0)

To: The Principal's Representative

From: [Environmental Manager]

In accordance with the terms of section 1(f) of 0 of the deed between Roads and Maritime Services (ABN 76 236 371 088) (the Principal) and CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 18, 177 Pacific Highway, North Sydney NSW 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 5, 380 St Kilda Road Melbourne VIC 3004 (together, the Contractor) dated [insert] with respect to the Project, I hereby certify that between the following dates [Insert dates of preceding 85 Business Day period]:

(a) the Contractor’s Environmental Management System under section 3.3.1 of the SWTC was in accordance with AS/NZS ISO 14001-2016;

(b) any Subcontractors' Environmental Management Systems which form a part of the Contractor's Environmental Management System were in accordance with AS/NZS ISO 14001-2016;

(c) the Contractor complied with and satisfied the requirements of the Principal set out in section 3.3 of the SWTC and in the Environmental Documents;

(d) the release of Hold Points was undertaken in accordance with the deed;

(e) the design, construction, inspection, repairs and monitoring by the Contractor was undertaken in accordance with the deed; and

(f) that documentation was recorded and submitted to the D&C Independent Certifier and the Principal's Representative in accordance with the deed.

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

Signed by

[Environmental Manager]
Appendix I

Rozelle Interchange Project (Project)

(Clause 13.3(c)(i) and 13.3(c)(iii), 0 and Contractor Documentation Schedule)

Contractor Design Certificate

To: The Principal's Representative

From: CPB Contractors Pty Limited and John Holland Pty Ltd

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

(a) is appropriate for construction;

(b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC; and

(c) does not involve or constitute a Change which has not been the subject of a Change Order or a notice issued by the Principal under section 2.3 of the Change Procedure or a notice under clause 14 of the "Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed".

Signed by

CPB Contractors Pty Limited and John Holland Pty Ltd
Appendix J

Rozelle Interchange Project (Project)

(Claude 13.3(c)(ii), 0 and Contractor Documentation Schedule)

**Subcontractor Design Certificate**

To: The Principal's Representative

From: [Subcontractor] (ABN [insert])

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

(a) is appropriate for construction; and

(b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC, to the extent those requirements are relevant to the Subcontractor’s scope of work.

Signed by

[Subcontractor]
Appendix K

Rozelle Interchange Project (Project)

(Clause 13.3(c)(i), 0 and Contractor Documentation Schedule)

D&C Independent Certifier Design Certificate

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

(a) not used; and

(b) complies with the D&C Deed including the SWTC and, in particular, the durability requirements in section 5.9 and the design life requirements in section 5.8 of the SWTC.

Signed by

D&C Independent Certifier
Proof Engineer’s Certificate – Design Documentation

To: The Principal’s Representative

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

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

(a) confirm that we have undertaken the full and independent assessment as required under, and in accordance with, clause 12.7(d)(ii)(A) of the D&C Deed; and

(b) certify that those elements of the Category 1 Temporary Works identified in the attached Category 1 Temporary Works Design Documentation:

(i) are adequate and suitable for their intended purpose as stated in, implied from or contemplated by the D&C Deed; and

(ii) comply with the Scope of Works and Technical Criteria.

Signed for and on behalf of

[Insert Proof Engineer’s name]
Appendix M

Rozelle Interchange Project (Project)

(Clause 13.3(c)(ib), 0 and Contractor Documentation Schedule)

Independent Checking Engineer's Certificate – Design Documentation

To: The Principal's Representative

From: [Insert Independent Checking Engineer's name]

(ABN [Insert Independent Checking Engineer’s ABN])

(Independent Checking Engineer)

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

(a) confirm that we have undertaken the check required under, and in accordance with, clause 12.8(d)(ii)(A) of the D&C Deed; and

(b) confirm that those elements of the Category 2 Temporary Works identified in the attached Category 2 Temporary Works Design Documentation:

(i) not used; and

(ii) comply with the SWTC.

…………………………………………………………….

Signed for and on behalf of

[Insert Independent Checking Engineer's name]
Schedule 21

Change Procedure

(Clause 14)

1. CHANGES PROPOSED BY THE PRINCIPAL

1.1 Change Proposal

(a) The Principal may at any time prior to the Date of Opening Completion issue to the Contractor a notice titled "Change Proposal" setting out the details of a proposed Change, which the Principal is considering, including:

(i) the proposed requirements for the implementation of the proposed Change; and

(ii) any specific information that the Principal requires the Contractor to include in the Contractor Change Notice or that may be relevant to the preparation of the Contractor Change Notice.

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

(i) Project Works;

(ii) Temporary Works; or

(iii) the D&C Phase Maintenance (Excluded Works),

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

(c) Except:

(i) as directed in a Change Order; or


the Contractor will not be entitled to:

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

(iv) vary or change the Project Works, the Temporary Works or the D&C Phase Maintenance.

1.2 Contractor Change Notice

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

(a) estimated costs comprised of in the event of any Change, the Change Costs it will incur, or the Change Savings it will derive, by carrying out the proposed Change (which may include Contractor's Delay Costs if applicable), substantiated (to the full extent possible) with a detailed breakdown (including an indicative program of
when costs will be incurred). Where reasonably requested by the Principal, the Change Costs will, where relevant, be based on the rates set out in Schedule 31A. The Contractor will also provide its proposed amendments to the Forecast Cumulative Limit in Part 1 of Schedule 31A to reflect the Change Costs;

(b) the effect (if any) the Contractor anticipates the Change will have on the Overall D&C Program and the Contractor achieving:

(i) WHT Interface Milestone Completion of each WHT Interface Milestone by the relevant Date for WHT Interface Milestone Completion;

(ii) Opening Completion by the Date for Opening Completion;

(iii) Opening Completion by the Sunset Date; and

(iv) Completion by the Date for Completion;

(c) if the proposed Change will delay the Contractor in achieving WHT Interface Milestone Completion of a WHT Interface Milestone, Opening Completion or Completion, state the number of days for which the extension of time to:

(i) both the Date for Opening Completion and Date for Completion, if clause 16.8(b)(i) of this deed applies;

(ii) the Date for Completion, if clause 16.8(b)(ii) of this deed applies; or

(iii) the relevant Date for WHT Interface Milestone Completion, if clause 16.8(ba) of this deed applies,

is claimed together with the basis of calculating that period;

(d) the effect the Contractor anticipates the Change will have on the performance of the Contractor’s Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance (including specific details of the work that will be affected and how and to what extent it will be affected);

(e) the effect the Contractor anticipates the Change will have on the functionality or integrity of the elements of the Contractor’s Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance and the quality or performance standards required by this deed, including specific details of:

(i) the elements of the Contractor’s Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance that will be affected;

(ii) how and to what extent the functionality or integrity of those elements will be affected;

(iii) the quality or performance standards affected and how and to what extent they will be affected; and

(iv) any adverse effect which the Change will have on the Contractor’s ability to satisfy its obligations under this deed (including any warranties the Contractor is required to give under this deed);

(f) any other information concerning the proposed Change which the Principal’s Representative reasonably requires, including:

(i) sufficient detail to allow the Principal to reconsider the need for the Change; and
(ii) whether any land in addition to the Construction Site or the Rozelle Interchange Works Site is required to implement the Change; and

(g) the period within which the Contractor Change Notice remains valid for acceptance by the Principal, which must be a reasonable period of not less than 35 Business Days after the date of the Contractor Change Notice (Validity Period),

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

1.3 Contractor Change Notice Requirements

(a) The Contractor must ensure that the Contractor Change Notice is prepared:

(i) so as to avoid, as far as practicable, the need for a new Approval or a change to an existing Approval for the implementation of the Change;

(ii) on an Open Book Basis with respect to the Contractor’s internal costs (and to this end the Contractor must allow the Principal review and audit rights sufficient to verify that the Contractor Change Notice has been prepared in accordance with the requirements of this deed (including the definitions of "Change Costs" and "Change Savings"));

(iii) assuming the Contractor is a willing, efficient and competent provider of the Change in an efficient and competitive market;

(iv) in a manner which is consistent with the reasonable requirements of the Principal for the implementation of the Change and which includes any specific information required by the Principal in the Change Proposal;

(v) having regard to minimising:

(A) the disruption to road users;

(B) delay in achieving WHT Interface Milestone Completion of each WHT Interface Milestone, Opening Completion or Completion, to the extent that it has not yet been achieved; and

(C) any adverse safety impacts of the Change;

(vi) in a manner which ensures that all appropriate insurances relevant to the Change are taken out and maintained consistently with those that would have been required by the Principal if the Change had been included in the Contractor’s Activities, the Project Works, the Temporary Works or the D&C Phase Maintenance as applicable, as at the date of this deed (unless the Principal otherwise determines); and

(vii) in a manner so that there is no double counting.

1.4 Election by the Principal

Within the Validity Period, the Principal must either:

(a) advise the Contractor that the Principal:

(i) requires further information and/or clarification with respect to the Contractor Change Notice; and/or

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

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

1.5 Further information or altered scope

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

1.6 Acceptance of the Contractor Change Notice

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

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

1.7 Rejection of the Contractor Change Notice

(a) If the Principal rejects the Contractor Change Notice in accordance with section 1.4(c) the Principal may require that:
   (i) within a period of 5 Business Days after the date of the Principal's notice under section 1.4(b) or section 1.4(c), the parties commence consultation in good faith, and use their reasonable endeavours to agree on a mutually acceptable resolution to the matters set out in the Contractor Change Notice which are in dispute; and/or
   (ii) if the Contractor Change Notice does not accurately set out the Contractor's entitlements in accordance with the requirements of this deed or comply with the requirements of the Change Proposal, the Contractor amend and resubmit the Contractor Change Notice.

(b) If the parties reach agreement on the disputed matters in the Contractor Change Notice and the Principal directs the Contractor to proceed with the Change (by notice titled "Change Order"):
   (i) the Contractor must proceed to implement (or procure the implementation of) the Change on the basis of the Contractor Change Notice (as varied by the parties' agreement, as recorded in the "Change Order", on the matters in the Contractor Change Notice which were in dispute); and
   (ii) the Contractor's obligations under this deed will be varied to the extent specified in the Contractor Change Notice (as varied by the parties'
agreement, as recorded in the "Change Order", on the matters in the Contractor Change Notice which were in dispute).

(c) If the parties are unable to reach agreement under section 1.7(a) within 10 Business Days after the commencement of the consultation the Principal may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure. In resolving the dispute under the Dispute Resolution Procedure, the parties will, and will direct the Dispute Avoidance Board or arbitrator to:

(i) have regard to the principles set out in section 1.3, to the extent relevant;

(ii) assume that funding for the Change will be provided by the Principal, unless the parties otherwise agree; and

(iii) determine all matters required to enable the Change to be implemented.

(d) If the Principal refers the matter for dispute resolution, the Principal may also direct the Contractor to proceed to implement (or procure the implementation of) the Change by a notice titled "Change Order" whether or not the matters in dispute have been agreed or determined in accordance with the Dispute Resolution Procedure. If the Principal gives such a notice:

(i) the disputed matters will, until the Principal and the Contractor otherwise agree or a determination is made in accordance with the Dispute Resolution Procedure, be reasonably determined by the Principal. In making its determination, the Principal will:

(A) have regard to the principles set out in section 1.3, to the extent relevant;

(B) assume that funding for the Change will be provided by the Principal, unless the parties otherwise agree; and

(C) determine all disputed matters required to enable the Change to be implemented, including the changes required to any D&C Documents within 20 Business Days of referral of the dispute;

(ii) subject to section 1.7(g), the Contractor must proceed to implement (or procure the implementation of) the Change on the basis determined reasonably by the Principal, notwithstanding that the matters in dispute have not been agreed or determined in accordance with the Dispute Resolution Procedure; and

(iii) any necessary adjustments will be made following the resolution of the matters in dispute.

(e) Following resolution of the dispute referred for dispute resolution under section 1.7(c), the Principal may (unless it has already exercised its right under section 1.7(d)) elect to do either of the following:

(i) require the Contractor to proceed to implement (or procure the implementation of) the Change in accordance with the Contractor Change Notice as varied by the resolution; or

(ii) except in the case of a Change contemplated in clauses 7.4(a), 9.18, 11.12, 11A.2(e)(iii), 11B.4(d)(iii), 13.4(a)(ii)(B), 25.2, 26.12, 26.13 and 39.1(c)(i) of this deed, withdraw the proposed Change,
by notice to the Contractor (which in the case of section 1.7(e)(i) must be titled “Change Order”).

(f) If the Principal gives the Contractor a Change Order pursuant to section 1.7(e)(i), the Contractor:

(i) must proceed to implement (or procure the implementation of) the Change in accordance with the Contractor Change Notice (as varied by the resolution, once made); and

(ii) the Contractor’s obligations under this deed, will be varied, in each case to the extent specified in the Contractor Change Notice (as varied by the resolution, once made).

1.8 Withdrawal of the proposed Change

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

1.9 The Principal may instruct the Contractor to proceed

(a) Whether or not:

(i) the Principal has issued a Change Proposal under section 1.1(a); or

(ii) the Contractor has issued a Contractor Change Notice in response to a Change Proposal under section 1.2,

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

(b) In making its determination, the Principal will:

(i) have regard to the principles set out in section 1.3, to the extent relevant;

(ii) assume that funding for the Change will be provided by the Principal, unless the parties otherwise agree; and

(iii) determine all matters required to enable the Change to be implemented within 20 Business Days of issue of the relevant Change Order referred to in section 1.9(a).

(c) If the Contractor disagrees with a matter determined by the Principal under this section 1.9:

(i) the Contractor may refer the matter for dispute resolution in accordance with the Dispute Resolution Procedure;

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

2. **CHANGES PROPOSED BY THE CONTRACTOR**

2.1 **No Change without consent**

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

2.2 **Contractor proposal**

(a) The Contractor may propose a Change to the Principal by giving the Principal a written notice with details of:

(i) the proposed Change;

(ii) the reason for the proposed Change;

(iii) the Contractor’s estimate of the Change Costs it will incur, or the Change Savings it will derive, by carrying out the proposed Change, substantiated (to the full extent possible) with a detailed breakdown. The Contractor will also provide its proposed amendments to the Forecast Cumulative Limit in Part 1 of Schedule 31A to reflect the Change Costs;

(iv) the effect of the proposed Change on the Contractor’s Activities;

(v) the time within which the proposed Change will be implemented and the manner in which the Contractor proposes to implement (or procure the implementation of) the Change;

(vi) the effect of the proposed Change on the Overall D&C Program and the Contractor achieving:

(A) WHT Interface Milestone Completion of each WHT Interface Milestone by the relevant Date for WHT Interface Milestone Completion;

(B) Opening Completion by the Date for Opening Completion;

(C) Opening Completion by the Sunset Date; and

(D) Completion by the Date for Completion;

(vii) if the proposed Change will delay the Contractor in achieving WHT Interface Milestone Completion of a WHT Interface Milestone, Opening Completion or Completion, state the number of days that each of:

(A) WHT Interface Milestone Completion of each WHT Interface Milestone;

(B) Opening Completion; or

(C) Completion,

will be delayed together with the basis of calculating such delay; and

(viii) the effect the Contractor anticipates the Change will have on the functionality or integrity of the elements of the Contractor’s Activities, the
Project Works, the Temporary Works and the quality or performance standards required by this deed, including specific details of:

(A) the elements of the Contractor’s Activities, the Project Works and the Temporary Works that will be affected;

(B) how and to what extent the functionality or integrity of those elements will be affected;

(C) the quality or performance standards affected and how and to what extent they will be affected; and

(D) any adverse effect which the Change will have on the ability of the Contractor to satisfy its obligations under this deed (including any warranties the Contractor is required to give under this deed).

(b) If the Contractor proposes a Change under this section 2.2, the Contractor will, if required by the Principal, give to the Principal:

(i) a written statement from the Contractor stating that the proposed Change:

(A) will not adversely affect the functional integrity of any of the elements of the Contractor’s Activities, the Project Works, the Temporary Works and the D&C Phase Maintenance and the performance standards required by this deed; and

(B) will not adversely affect the quality standards, warranties and other obligations required under this deed;

(ii) a written statement confirming that the Contractor has appropriate financial and technical resources to undertake the proposed Change; and

(iii) any other information and supporting documentation the Principal's Representative reasonably requires.

2.3 The Principal may approve or reject

(a) Subject to section 2.3(b), the Principal:

(i) (in its absolute discretion) may, by notice in writing, approve (with or without conditions) or reject any Change the Contractor proposes; and

(ii) will be under no obligation to approve any such Change for the convenience of, or to assist, the Contractor.

(b) If, prior to the Date of Opening Completion:

(i) an event or circumstance occurs which prevents the Contractor from achieving Opening Completion or Completion, other than an event or circumstance arising as a consequence of:

(A) the Contractor's failure to comply with its obligations under a D&C Document;

(B) a breach by the Contractor of its warranties under a D&C Document;

(C) a wrongful act or omission of the Contractor or its Related Parties; or
(D) a failure by the Contractor or any of its Related Parties to comply with any Law; and

(ii) the Contractor proposes a Change to the SWTC pursuant to section 2.2 to enable the Contractor to complete the Project Works, the Temporary Works and the D&C Phase Maintenance at the Contractor’s cost and risk,

then the Principal must act reasonably in considering the proposed Change.

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

(d) If the Principal approves a Change proposed by the Contractor:

(i) the Principal will issue a written notice entitled "Change Order";

(ii) the Contractor must thereafter implement (or procure the implementation of) the Change on the basis approved by the Principal; and

(iii) the Contractor's obligations under this deed will be varied in each case to the extent specified in the Contractor's notice issued under section 2.2(a) and approved by the Principal.

2.4 Contractor’s risk

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

(a) bear all risk and costs:

(i) associated with proposing a Change and providing the details under section 2.2(a) and complying with section 2.2(b);

(ii) reasonably incurred by the Principal (or the Principal's Representative) in assessing the proposed Change (such costs to be a debt due and payable from the Contractor to the Principal); and

(iii) associated with implementing (or procuring the implementation of) the proposed Change, including obtaining and maintaining any Approvals necessary to implement the Change; and

(b) not be entitled to make any Claim against the Principal arising out of or in connection with the Change proposed by the Contractor and approved by the Principal under section 2.3.
Schedule 22

Pre-Agreed Changes

(Clause 14.2)

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

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

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

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

| Amendments | If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:
|            | a) Delete the document contained in the SWTC, Appendix E.2 (Property and Local Road Adjustments) and insert the document contained in Attachment 1 of this Schedule in its place.
|            | b) In clause 11.3(g)(iii) of this deed, insert "or, in the case of the Property Works the subject of Pre-Agreed Change 1, such access has not been provided on or before 1 January 2021". |

| Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b)) | 1 January 2020 |

| Change Costs for Pre-Agreed Change (excluding GST) | $__________ (_______ dollars) |

| Change to Date for WHT Interface Works Completion, Date for Opening Completion and Date for Completion | None. |
### Pre-Agreed Change 2 – Level of Service for Ultimate States 1 & 2 at The Crescent and City West Link Intersection

This Pre-Agreed Change 2:

a) requires the Contractor to develop, complete, issue and obtain verification of the Final Design Documentation for the new infrastructure and systems to allow traffic travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound, so that the intersection of The Crescent and City West Link achieves a Level of Service D in Ultimate States 1 & 2; and

b) comprises two parts, PAC 2A and PAC 2B (as set out below), which the Principal’s Representative may separately direct under clause 14.2 of the D&C Deed (and is able to direct one or both).

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

<table>
<thead>
<tr>
<th>Amendments</th>
<th>If directed by the Principal's Representative under clause 14.2 of the D&amp;C Deed, the D&amp;C Documents would be changed in the following way:</th>
</tr>
</thead>
</table>
| a) In the SWTC, Appendix C.2 (Project Company Documentation Schedule), section 6 (Other Design Documentation Requirements), after paragraph (a) insert the following new paragraph: | "b) The Project Company must develop, complete, issue and obtain verification of Design Documentation (to Final Design Documentation Stage) for any new infrastructure and systems required to allow traffic travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound, so that the intersection of The Crescent and City West Link achieves a Level of Service D in Ultimate States 1 & 2."
| c) The Design Documentation referred to in paragraph (b) above must be based on the assumption of the following amendments being made to the SWTC: | |
| i) In the SWTC, Appendix B.2 (Geometric and Road Design Requirements), section 6.2 (Intersection and Connection Performance Criteria) the following words are deleted from paragraph b): | "", except for the intersection of City West Link and The Crescent, which must achieve a Level of Service no worse than Level of Service D in all Interim States. For the avoidance of doubt, the intersection of The Crescent and Johnston Street must be adjusted by the Project Company to achieve a Level of Service no worse than Level of Service D in all Interim and Ultimate States"
| ii) In the SWTC, Appendix E.1 (Principal Items of Infrastructure), the following words would be deleted from item 3, b) (xi): | |
“including the necessary spatial allowances and Enabling Works (in accordance with section 5 of Appendix B.30) to enable the WHT Contractor to complete a future conversion of the City West Link and The Crescent intersection to achieve a Level of Service at the intersection of no worse than a Level of Service D in Ultimate States 1 & 2, including by constructing a grade separation for vehicles travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound.”

iii) In the SWTC, Appendix B.30 (Enabling Works), section 1 (General), section 1.1 (General Requirements), paragraph a), subparagraph (iv) is deleted in its entirety, and insert the following new subparagraph is inserted in its place:

“(iv) not used”

iv) In the SWTC, Appendix B.30 (Enabling Works), section 5 (Enabling Works for WHT Works at City West Link and The Crescent Intersection) is deleted in its entirety.”

| Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b)) | 2 January 2021 |
| Change Costs for Pre-Agreed Change (excluding GST) | $\text{[redacted]}$ (\text{dollars}) |
| Change to Date for WHT Interface Works Completion, Date for Opening Completion and Date for Completion | None. |
| Additional Notes | The Principal and the Contractor acknowledge and agree the price and program for this Pre-Agreed Change is based on the assumption that the planning approval conditions for the Western Harbour Tunnel project are consistent with the Planning Approval and that the Western Harbour Tunnel planning approval will be received before 2 January 2021. To the extent that the:

a) actual conditions differ from and has a material impact on the scope of this Pre-Agreed Change; or

b) WHT planning approval is received later than 2 January 2021,

this will be treated as a Change.

If RMS instructs PAC 2A and not PAC 2B, the Contractor’s obligations under this deed to ensure the design is fit for purpose
PAC 2B - Level of Service for Ultimate States 1 & 2 at The Crescent and City West Link Intersection (Finalise Design and Construct)

Amendments

If directed by the Principal's Representative under clause 14.2 of the D&C Deed, the D&C Documents would be changed in the following way:

a) In the SWTC, Appendix B.2 (Geometric and Road Design Requirements), section 6.2 (Intersection and Connection Performance Criteria) delete the following words from paragraph b):

“, except for the intersection of City West Link and The Crescent, which must achieve a Level of Service no worse than Level of Service D in all Interim States. For the avoidance of doubt, the intersection of The Crescent and Johnston Street must be adjusted by the Project Company to achieve a Level of Service no worse than Level of Service D in all Interim and Ultimate States”

b) In the SWTC, Appendix C.2 (Project Company Documentation Schedule), section 6 (Other Design Documentation Requirements) delete paragraphs b) and c).

c) In the SWTC, Appendix E.1 (Principal Items of Infrastructure), delete the following words from item 3, b) (xi):

“, including the necessary spatial allowances and Enabling Works (in accordance with section 5 of Appendix B.30) to enable the WHT Contractor to complete a future conversion of the City West Link and The Crescent intersection to achieve a Level of Service at the intersection of no worse than a Level of Service D in Ultimate States 1 & 2, including by constructing a grade separation for vehicles travelling northbound on The Crescent to bypass the traffic signals (at the intersection of The Crescent and City West Link) to join The Crescent eastbound."

d) In the SWTC, Appendix B.30 (Enabling Works), section 1 (General), section 1.1 (General Requirements), paragraph a), delete subparagraph (iv) in its entirety, and insert the following new subparagraph in its place:

“(iv) not used”

e) In the SWTC, Appendix B.30 (Enabling Works), delete section 5 (Enabling Works for WHT Works at City West Link and The Crescent Intersection) in its entirety.
| Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b)) | 2 January 2021 |
| Change Costs for Pre-Agreed Change (excluding GST) | $[Blank] [Blank] dollars |
| Change to Date for WHT Interface Works Completion, Date for Opening Completion and Date for Completion | None. |
| Additional Notes | The Principal and the Contractor acknowledge and agree the price and program for this Pre-Agreed Change is based on the assumption that the planning approval conditions for the Western Harbour Tunnel project are consistent with the Planning Approval and that the Western Harbour Tunnel planning approval will be received before 2 January 2021. To the extent that the: a) actual conditions differ from and has a material impact on the scope of this Pre-Agreed Change; or b) WHT planning approval is received later than 2 January 2021, this will be treated as a Change. |
## Pre-Agreed Change 3 – Design and Construction of WHT Connection Stubs

### Amendments

If the Pre-Agreed Change is directed by the Principal's Representative under clause 14.2 of the D&C Deed the D&C Documents will be amended in the following way:

#### a) In the D&C Deed Schedule 37A (WHT Interface Milestones), delete the following rows:

<table>
<thead>
<tr>
<th>Description</th>
<th>SWTC, Appendix B.30, clause 2.3</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHT Stubs</td>
<td></td>
<td>31 January 2023</td>
</tr>
<tr>
<td>City West Link Cut and Cover Structure</td>
<td>SWTC Appendix B30 clause 2.4</td>
<td>31 January 2023</td>
</tr>
<tr>
<td>Construction Compound Site at Rozelle Rail Yards</td>
<td>SWTC Appendix B30 clause 4</td>
<td>31 January 2023</td>
</tr>
<tr>
<td>WHT Construction Power Provision at Rozelle Rail Yard</td>
<td>SWTC Appendix B30 clause 3.3.7</td>
<td>31 January 2023</td>
</tr>
</tbody>
</table>

and insert the following new rows in their place:

<table>
<thead>
<tr>
<th>Description</th>
<th>SWTC, Appendix B.30, clause 2.3</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHT Stubs</td>
<td></td>
<td>31 January 2023</td>
</tr>
<tr>
<td>WHT Construction Power Provision at Rozelle Rail Yard</td>
<td>SWTC Appendix B30 clause 3.3.7</td>
<td>31 January 2023</td>
</tr>
<tr>
<td>City West Link Cut and Cover Structure</td>
<td>SWTC Appendix B30 clause 2.4</td>
<td>30 June 2023</td>
</tr>
<tr>
<td>Driven Tunnel from CWL Cut and Cover Structure to the northern side of the southbound off ramp to City West Link gore (the WHT Connection Stubs)</td>
<td>SWTC Appendix B30 clause 2.5</td>
<td>30 June 2023</td>
</tr>
<tr>
<td>Construction Compound Site at Rozelle Rail Yards</td>
<td>SWTC Appendix B30 clause 4</td>
<td>30 June 2023</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

(iii) Not used."

g) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), section 2.4 (City West Link Cut and Cover Structure), delete paragraphs c) and d) in their entirety, and insert the following paragraphs in their place:

"c) Not used.

d) The cut and cover structure and driven tunnel stubs must be available for the WHT Contractor by the date scheduled in the Deed. The Project Company must maintain the structure free of water until this date."

h) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), immediately following section 2.4, insert the following new section 2.5:

"2.5 WHT Connections Stubs

a) The WHT Connections Stubs must be excavated:

(i) to a point north of the Iron Cove Link, generally to the extent shown in Figure 1 (Enabling Works), and more particularly to a point that is:

A. 20 metres clear to the north of the “road tunnel” to “road tunnel” crossing; or

B. where this location is within a cavern, the southern end of the cavern which must be no less than 8 m clear of the “road tunnel” to “road tunnel” crossing."
b) The WHT Connections Stubs must be provided with temporary measures such as lighting, ventilation, pumping, drainage, power and services identified on, and in accordance with Figure 2A, to enable and facilitate routine inspections and maintenance activities until the WHT Contractor takes control of the site.

c) The WHT Connections Stubs must be designed for, and include provisions for future roadheader excavation and heavy plant access to enable completion of the future WHT Works.

d) The WHT Connections Stubs must be complete and available for handover to the WHT Contractor by the date required in the Deed. Up until this date the Project Company must maintain the structure in a safe, dry and accessible condition.

e) The Project Company is not required to undertake any permanent civil, mechanical or electrical fitout of the WHT Connections Stubs.”

i) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), in Attachment B.30-1 (Overview of Enabling Works Scope), delete Figure 1 in its entirety, and insert the new figure contained in Attachment 2 of this Schedule in its place.

j) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), in Attachment B.30-2 delete the heading in its entirety, and insert the following new heading in its place:

“Attachment B.30-2: WHT Stubs and WHT Connections Stubs”

k) In the SWTC, Appendix B.30 (Enabling Works for Western Harbour Tunnel), in Attachment B.30-2, immediately following Figure 2, insert the new figure contained in Attachment 3 of this Schedule.

l) In the SWTC, Appendix E.1 (Principal Items of Infrastructure), in Table E.1-1 (Infrastructure to be Constructed), delete the rows:

<table>
<thead>
<tr>
<th>1.4 Civil works for future WHT Connections, comprising:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) civil works only for future carriageways from the WHT to CWL Tunnel to WHT Tunnel to City West Link (the WHT to CWL Ramps); and</td>
</tr>
<tr>
<td>(b) provision for driven tunnel construction to occur from the WHT to CWL Ramps to the WHT Connections</td>
</tr>
</tbody>
</table>

and insert the following new rows in their place:

<table>
<thead>
<tr>
<th>1.4 Civil works for future WHT Connections, comprising:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) civil works associated with the CWL Cut and Cover Structure (CWLCCS);</td>
</tr>
<tr>
<td>(b) civil works associated with the driven tunnel from CWLCCS and provision for driven</td>
</tr>
</tbody>
</table>
tunnel construction to occur from the driven tunnel, to the WHT Connections (WHT Connections Stubs).

<table>
<thead>
<tr>
<th>Last date for M4-M5 Link Group to direct Pre-Agreed Change under clause 14.2(a) (clause 14.2(b))</th>
<th>30 September 2019</th>
</tr>
</thead>
</table>
| Change Costs for Pre-Agreed Change (excluding GST) | $[redacted] (dollars).

The amount above excludes the following scope items associated with utility diversion works that may be required as a result of this Pre-Agreed Change being directed by the Principal's Representative under clause 14.2 of the D&C Deed:

a) any disposal of excavated spoil, waste classification testing of spoil, backfilling and dewatering (including for any excavations included as Provisional Sum Work);
b) disposal of redundant utilities and infrastructure;
c) site management including site security, fencing and signage around excavations;
d) space proofing of relocation routes;
e) excavation, backfill and reinstatement works;
f) removal and disposal of redundant isolated water mains and infrastructure;
g) pre and post dilapidation surveys;
h) community consultations;
i) environmental assessment or controls;
j) management of noise controls;
k) authority approvals;
l) removal of site obstacles;
m) vegetation removal;
n) heritage or aboriginal assessment, controls or mitigation measures;
o) permanent restorations;
p) easement tenures;
q) lay down areas;
r) obtaining Road Occupancy Licenses;
s) fencing, barriers, signing, day-markers and guarding.

The Contractor has identified a provisional amount of $[redacted] dollars) to undertake the scope identified above.
**Change to Date for WHT Interface Works Completion, Date for Opening Completion and Date for Completion**

| None. |

**Additional Notes:**
The Principal and the Contractor acknowledge and agree that this Pre-Agreed Change is based on the following technical assumptions:

a) The M&E space proofing adopted for the WHT Connection Stubs is the same as that shown in the Concept Design for Rozelle Interchange.

b) The extent of the WHT Connection Stubs excavation and construction is limited to the road tunnels, emergency egress cross passages, longitudinal emergency egress passages and FRNSW access cross passages shown on Drawings RIC-WAJ-DRG-RD03-0503 Rev T in **Attachment 4** of this Schedule, namely:

- Control Line M1B0 - From Chainage 1112 m to Chainage 1610 m, a point 20 m clear to the north of the Iron Cove Link road tunnel (M190) crossing;
- Control Line M1C0 - From Chainage 2200 m to Chainage 1786 m, a point 16 m clear to the north of the Iron Cove Link road tunnel (M190) crossing;
- Control Line M1C1 - From Chainage 657 m to Chainage 213 m, a point 10 m clear to the north of the Iron Cove Link road tunnel (M190) crossing;
- Emergency egress cross passages XP450, XP460, XP470, XP480, XP485, XP490, XP500, XP510; and
- Longitudinal emergency egress passage LEP140 between XP485 and XP510.

c) The extent of the WHT Connection Stubs excavation excludes in its entirety the diverge cavern for ramps M1C0 and M1C1.

d) The extent of the WHT Connection Stubs excavation excludes the excavation of the trench for the permanent drainage.

e) The extent of the WHT Connection Stubs excavation excludes the excavation of any additional egress connection that may be required by fire and life safety design to provide an egress route from the longitudinal egress passage (LEP140) situated within M1C1 to an external point of safety. Possible engineering solutions may include an underground connection to an additional egress shaft within the Project Boundary or a connecting passage to another tunnel. Provision of any additional tunnel or shaft for this potential egress connection is excluded from the pre-agreed Change Cost set out in this Pre-Agreed Change and will dealt with as a Change.

f) Where the works for this PAC are not able to be performed under the Planning Approval, the additional planning approval for this additional scope of works must be obtained by RMS before the latest date by which RMS may exercise this PAC.

If any of these technical assumptions is not correct, that will be treated as a Change.
Rozelle Interchange and WHT Enabling Works Scope of Works and Technical Criteria

Appendix E.2 Property and Local Road Adjustments

Roads and Maritime Services | December 2018
Contents

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

Appendix E.2 Property and Local Road Adjustments

1 General ................................................................................................................................. 1

2 Required Property Works at Lot 20 / DP1151746 ................................................................. 1
1 General

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

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

2 Required Property Works at Lot 20 / DP1151746

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

a) new asphalt surface car park with a minimum of 5 parking spaces;

b) new kerb along the boundary of the new carpark (approximately 110m long);

c) new surface drainage system within the property to drain the carpark to appropriate design standards;

d) new ablutions block to support a catamarans showroom (approximately 20m\(^2\) on plan), in accordance with Inner West Council requirements;

e) provision of appropriate utilities (including but not necessarily limited to) sewer, water and electrical for the new ablution block referred to in item d) above;

f) 1.8m high chain mesh fence double gate to provide an access point to the site from Chapman Road; and

g) 1.8m high mesh fence along the property boundary (approximately 80m long),

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

M4-M5 Link - Rozelle Interchange
Reference Design Proposed Scope Breakdown

- Rozelle Interchange Works (incl. PAC1, ICL and Park)
- Rozelle Interchange Works (Victoria Road and City West Link)
- WHT Enabling - Portal Works
- WHT Works
- WHT Enabling - WHT Connections Stubs
- Ventilation Tunnels and Facilities

Images Near map (2017)
NOTES

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

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