



New South Wales Government

GC21 (Edition 2)

Schedules & Attachments

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Schedule 1 - Subcontractor's Warranty

Details

Deed

between

Subcontractor:

Name

ABN/ACN/ARBN

Address

Email

Attention

AND

Contractor:

Name

ABN/ACN/ARBN

Address

Email

Attention

And

Each of the Beneficiaries as follows:

The Principal:

Name

ABN/ACN/ARBN

Address

Email

Attention

Venues NSW

Name

ABN/ACN/ARBN

Address

Email

Attention »

concerning

Subcontract Work:

.....

Recitals

- A. The Contractor has entered into the Contract with the Principal for the carrying out of the Works.
- B. The Subcontractor has entered into an agreement with the Contractor for the Subcontract Work, which are to be used by the Contractor in performing the Contract.

- C. The Beneficiaries, the Contractor and the Subcontractor wish to set out the obligations that the Subcontractor will owe each of the Beneficiaries directly, and make certain arrangements relating to the Contract and Subcontract.
- D. The obligations created by this Deed are in addition to the obligations of the Subcontractor to the Contractor and do not affect any other rights or remedies available to the Beneficiaries (or any one of them) against the Contractor or the Subcontractor.

Terms of Deed

1 Definitions

In this Deed the following words and expressions have the meanings set out below:

- .1 **Beneficiaries** means the Principal and Venues NSW and each of their successors and permitted assignees.
- .2 **Contract** means the contract between the Principal and the Contractor dated **[insert]** for the Works.
- .3 **Default Event** means any failure by the Contractor to comply with an obligation imposed upon the Contractor under the Subcontract if such failure:
 - .1 would entitle the Subcontractor to give the Contractor a notice under the Subcontract requiring the Contractor to remedy such failure; or
 - .2 whether immediately or following the delivery of a notice or effluxion of time, would entitle the Subcontractor to exercise any Right.
- .4 **Details** means the section of this Deed headed Details.
- .5 **Material Notice** means a notice issued under the Subcontract by:
 - .1 either the Subcontractor or the Contractor following an Insolvency Event;
 - .2 by the Subcontractor or the Contractor relating to events and circumstances entitling either party to terminate, rescind, accept a repudiation or suspend performance of any obligations under the Subcontract; or
 - .3 by the Subcontractor purporting to exercise its Rights.
- .6 **party** means the Subcontractor or the Beneficiaries (or any one of them).
- .7 **Related Body Corporate** has the meaning it has in the *Corporations Act 2001* (Cth).
- .8 **Right** means the Subcontractor's right under the Subcontract to terminate, rescind, accept a repudiation by the Contractor of, or suspend performance of any obligations under, the Subcontract.
- .9 **Subcontract** means the contract between the Contractor and the Subcontractor dated **[insert]** for the Subcontract Work.
- .10 **Subcontract Work** means all of the works and services to be performed by the Subcontractor to comply with its obligations under the Subcontract, including the subcontract work and products identified in the Details and work carried out pursuant to the Subcontract prior to the date of this Deed.
- .11 **Warranty Period** means **[insert]** years from the *Actual Completion Date* of the whole of the Works.

2 Interpretation

- .1 Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this Deed:
 - .1 the singular includes the plural and vice versa;
 - .2 a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
 - .3 a reference to a document also includes any variation, replacement or novation of it;
 - .4 the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;

- .5 a reference to “person” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- .6 a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- .7 a reference to a time of day is a reference to Sydney time;
- .8 a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- .9 a reference to “law” includes common law, principles of equity and legislation (including regulations);
- .10 a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- .11 a reference to “regulations” includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- .12 a reference to any thing (including an amount) is a reference to the whole and each part of it;
- .13 a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day; and
- .14 if a day on which a party must do something under this Deed is not a Business Day, the party must do it on the next Business Day.
- .2 Unless the contrary intention appears, a term which has a defined meaning in the Contract has the same meaning when used in this Deed.
- .3 If a provision of this Deed is inconsistent with a provision of the Subcontract, the provisions of this Deed prevail to the extent of the inconsistency.

3 Warranty

- .1 The Subcontractor warrants to the Beneficiaries that all work performed and all *Materials* supplied by the Subcontractor as part of the Subcontract Work will:
 - .1 comply in all respects with the requirements of the Contract;
 - .2 to the extent that the quality of *Materials* or standard of workmanship is not specified in the Contract, then the *Materials* or standard of workmanship must:
 - .1 comply with the applicable industry standards, including (without limitation) the Building Code of Australia and any relevant Australian Standards or international standard; and
 - .2 be new and of good and merchantable quality;
 - .3 be free of all liens, charges and encumbrances of any kind;
 - .3 be fit for the purposes for which they are required;
 - .4 capable of safe and reliable operation; and
 - .5 be free from defects and deficiencies.
- .2 The Subcontractor represents, warrants and undertakes to the Beneficiaries that:
 - .1 the Subcontractor will:
 - .1 perform its obligations under the Subcontract in a proper and workmanlike manner and to a standard of care, skill, judgment and diligence; and
 - .2 provide suitably qualified staff to a standard, commensurate with a competent professional experienced in work of a similar nature to the Subcontract Work;
 - .2 the Subcontractor will perform its obligations under the Subcontract in accordance with the Subcontract and all applicable legislative requirements;
 - .3 the Subcontract Works will be fit for their intended purpose and meet any design life specified in the Contract in respect of those Subcontract Works; and
 - .4 to the extent that it is obliged to assign or license Intellectual Property Rights to the Contractor or the Beneficiaries (or any one of them):
 - .1 it is the legal and beneficial owner of such rights; and

- .2 it has not previously assigned, transferred nor exclusively licensed such rights.
- .3 The Subcontractor gives to the Beneficiaries the same warranties, guarantees and indemnities that it has given the Contractor under the Subcontract and agrees that the Beneficiaries may assign these warranties and guarantees without the consent of the Subcontractor.

4 Replacement or making good

- .1 Until the expiry of the Warranty Period, the Subcontractor must replace or make good, to the reasonable satisfaction of the Principal, any of the Subcontract Work which does not comply with the requirements of this Deed.

5 Notice of Defects

- .1 The Beneficiaries (or any one of them) may notify the Subcontractor in writing if it considers there has been any breach of this Deed or if the Beneficiaries (or any one of them) requires the Subcontractor to replace or make good any of the Subcontract Work in accordance with clause 4 of this Deed (“**Remedy Notice**”).

6 Time to remedy

- .1 The Subcontractor must do everything to remedy any breach or to carry out any replacement or making good notified to it in the Remedy Notice within a reasonable time after receiving the Remedy Notice.

7 Failure to remedy

- .1 If the Subcontractor fails to remedy the breach or complete the work specified in the Remedy Notice within a period determined by the Beneficiaries (or any one of them) to be reasonable in the circumstances, the Beneficiaries (or any one of them) may give written notice to the Subcontractor that the Beneficiaries (or any one of them) intends to have that work carried out by others. This notice must allow a reasonable period for the Subcontractor to respond.
- .2 If the Subcontractor fails to complete the work by the date specified in clause 7.1 of this Deed, or another date agreed by the parties, the Beneficiaries (or any one of them) may have the work carried out by others, and any Loss suffered or incurred by the Beneficiaries (or any of them) will be a debt due from the Subcontractor to the Beneficiaries (as applicable).

8 Indemnity

- .1 The Subcontractor indemnifies the Beneficiaries against claims (including *Claims*, actions and Losses) brought against, suffered or incurred by the Beneficiaries (or any one of them) arising out of a breach of this Deed by the Subcontractor.

9 Liability

- .1 The liability of the Subcontractor under this Deed is not affected by the:
 - .1 Principal exercising or refraining from exercising any or all of their rights against the Contractor, at law or in equity;
 - .2 Venues NSW exercising or refraining from exercising any or all of their rights against the Contractor at law or in equity; or
 - .3 the Contractor exercising or refraining from exercising any or all of their rights against the Subcontractor, at law or in equity.
- .2 Any information provided to, and any inspection undertaken by, the Beneficiaries (or any one of them) or any person authorised by the Beneficiaries (or any one of them) will not:
 - .1 limit or discharge the obligations of the Subcontractor under the Subcontract; or
 - .2 relieve the Subcontractor from any liability which it may have in respect of any defect or default in or relating to the Subcontract Work.

10 Urgent action by Principal

- .1 The Beneficiaries (or any one of them) may take any urgent action necessary to protect the Works, other property or people as a result of a breach of this Deed.

- .2 The Subcontractor agrees that the Beneficiaries (or any one of them) taking action under clause 10.1 does not affect the warranty or any other obligation of the Subcontractor under this Deed.
- .3 Any Loss suffered or incurred by the Beneficiaries (or any of them) as a consequence of the Beneficiaries (or any one of them) taking action under clause 10.1 will be a debt due from the Subcontractor to the Beneficiaries (as applicable).

11 Assignment

- .1 The Subcontractor may not assign or otherwise deal with its rights under this Deed or allow any interest in them to arise or to be varied without the prior written consent of the Beneficiaries (which may be given or withheld in the Beneficiaries' absolute discretion).
- .2 Each of the Beneficiaries may assign or otherwise deal with its rights under this Deed in any way it considers appropriate. If a Beneficiary does this, neither the Contractor nor the Subcontractor may claim against any assignee (or any other person who has an interest in this Deed) any right of set-off or other rights the Contractor or the Subcontractor has against the relevant Beneficiary.

12 Material Notices

- .1 The Subcontractor must give the Beneficiaries:
 - .1 copies of any Material Notice;
 - .2 copies of all documents issued by the Subcontractor to the Contractor relating to the event or circumstance to which the Material Notice relates;at the same time as it gives the Material Notice to the Contractor, or as soon as is reasonably possible following receipt of a Material Notice from the Contractor.

13 Novation

- .1 The Subcontractor acknowledges that under the Contract that, in the event of a Contractor Termination Event, the Contractor must:
 - .1 assign to the Principal the Contractor's rights and benefits in all its contracts and agreements in connection with the Works, warranties and unconditional undertakings, bank guarantees, insurance bonds, other security of a similar nature or purpose and retention held by the Contractor, with effect from the date of termination of its employment under the Contract; and
 - .2 consent to the novation to the Principal or its nominee of the Subcontract, if required by the Principal.
- .2 If required by the Beneficiaries (or any one of them), the Subcontractor agrees to do all things reasonably necessary (including to execute a deed of novation or provide such information as reasonably required by the Beneficiaries) to give effect to:
 - .1 the novation of the Subcontract; and
 - .2 assignment of any rights or benefits in connection with the Subcontract Work, including any warranties, unconditional undertakings, bank guarantees, insurance bonds or other security,to the Beneficiaries (or any one of them).
- .3 The Subcontractor acknowledges and agrees that the Beneficiaries (or any one of them) may at any time make payments and may deduct, withhold or set-off any amounts to be paid under the Subcontract, if novated, from amounts otherwise payable to the Contractor or from any Undertakings given on the Contractor's behalf.

14 Acknowledgements

- .1 The Contractor acknowledges that:
 - .1 neither the existence of the Contract nor the fact that the Beneficiaries (or any one of them) exercises a power under the Contract or this Deed will of itself contravene, or constitute a Default Event under the Subcontract or entitle the Contractor to exercise any Right or power under the Subcontract; and

- .2 the Beneficiaries will not be liable, or taken to have assumed liability, for any liability or obligation under or in respect of the Subcontract as a result of the entry into, or exercise of any rights or powers under, the Contract or this Deed.

15 Representations and warranties

- .1 Each of the Subcontractor and the Contractor represents and warrants to the Beneficiaries that:
 - .1 **(incorporation)** it is validly incorporated and has the power to carry on its business as it is now being conducted;
 - .2 **(power)** it has the power to enter into and perform its obligations under this Deed;
 - .3 **(authority)** it has taken all action which is necessary to authorise the entry into and performance of its obligations under this Deed and; and
 - .4 **(binding obligations)** this Deed contains legal, valid and binding obligations, enforceable in accordance with its terms.

16 Confidentiality

- .1 Each party agrees not to disclose information provided by another party that is not publicly available except:
 - .1 to any person in connection with an exercise of rights or a dealing with rights or obligations under this Deed; or
 - .2 to officers, employees, legal and other advisers and auditors of any party; or
 - .3 to any party to this Deed or any Related Body Corporate of any party to this Deed, provided the recipient agrees to act consistently with this clause; or
 - .4 with the consent of the party who provided the information; or
 - .5 as allowed by any law or stock exchange.

17 Notices

- .1 Notices must be sent to the relevant persons at the addresses in the Details, or at the address for service most recently notified in writing by the addressee.
- .2 All notices must be in writing.
- .3 Notices are taken to be received:
 - .1 if sent by post, 3 days after posting;
 - .2 if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
 - .3 if sent by email:
 - .1 when the sender receives an automated message confirming delivery; or
 - .2 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,

whichever happens first.

18 Governing Law

- .1 This Deed is governed by the law in force in the State of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

19 General

- .1 The parties agree to pay their own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this Deed and of other related documentation, except stamp duty.
- .2 This Deed may be executed in counterparts. All counterparts when taken together constitute one document and the date on which the last counterpart is executed will be the date of the Deed.
- .3 Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed

and signed) as may be necessary or desirable to give full effect to the provisions of this Deed and the transactions contemplated by it.

- .4 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on this Deed or any part of it.
- .5 This Deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject.
- .6 If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Deed or is contrary to public policy.
- .7 A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

20 Operation of Deed

- .1 This Deed comes into effect when executed by the Subcontractor, and is effective whether or not executed by the Beneficiaries.

Executed as a deed

Signing page

DATED: _____

Signed sealed and delivered by
as Chief Executive Officer of
Infrastructure NSW pursuant to the
Infrastructure NSW Act 2011
in the presence of

Signature of witness

Name of witness (block letters)

EXECUTED by [SUBCONTRACTOR]
in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority
of its directors:

.....
Signature of director

.....
Name of director (block letters)

SIGNED by [VENUES NSW'S
AUTHORISED REP] as authorised
representative for [VENUES NSW] in the
presence of:

.....
Signature of witness

.....
Name of witness (block letters)

Signature

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

.....
By executing this document the signatory
warrants that the signatory is duly
authorised to execute this document on
behalf of [VENUES NSW]

EXECUTED by [**CONTRACTOR**] in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by authority)
of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....
Signature of director/company secretary*

*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

Schedule 2 - Undertaking

Refer to clauses 33, 57 and 58 of the GC21 General Conditions of Contract.

On behalf of the Contractor

By: (Financial Institution)

To: (Beneficiary)

- 1 This undertaking is issued at the request of **Lend Lease ABN xxxx (Applicant)** and in consideration of the Beneficiary accepting this undertaking pursuant to ***[insert beneficiary contract details]* (Beneficiary Contract)**.
- 2 The Financial Institution unconditionally and irrevocably undertakes to pay to the Beneficiary on demand in writing from the Beneficiary made in accordance with clause 5 any sum or sums up to a maximum aggregate sum of \$AUD ***[insert notional amount]* (Amount in words) (Maximum Amount)**.
- 3 The Maximum Amount is automatically reduced by the amount of any claim paid under this undertaking.
- 4 This undertaking continues until the first to occur of:
 - **[insert date];**
 - receipt by the Financial Institution of written notice from the Beneficiary that this undertaking is no longer required by the Beneficiary;
 - return of this undertaking to the Financial Institution;
 - payment to the Beneficiary by the Financial Institution of the whole of the Maximum Amount;
- 5 The Financial Institution may rely on any written notice signed or purporting to be signed by or on behalf of the Beneficiary. Notice to the Financial Institution should be addressed to:
[complete as appropriate]
and written demand for payment presented at ***[insert location]***.
- 6 The Financial Institution must make payment under this undertaking without notice or reference to the Applicant and despite any notice by the Applicant to the Financial Institution not to pay the Beneficiary and irrespective of the performance or non-performance by the Beneficiary of the Beneficiary Contract.
- 7 The Financial Institution may at any time without being required to do so, pay to the Beneficiary the Maximum Amount at that time and upon doing so the liability of the Financial Institution under this undertaking immediately ceases and terminates.
- 8 This undertaking is governed by the laws of **[Insert State]**.
- 9 This undertaking may not be assigned without the prior written consent of the Financial Institution.

Date:

[insert execution clause for the relevant Issuing Financial Institution]

Schedule 3 - Payment Claim Worksheet

Refer to clause 58 of the GC21 General Conditions of Contract.

The Contractor:

ABN

The Contract: The contract between the Principal and the Contractor

Contract Name: »

Contract Number: »

1	2	3	4	5
Activity to suit schedule of prices and/or activities	Activity number	Value of activity \$	Activity completed %	Activity completed value \$ (col 3 x col 4)
Amount brought forward from previous sheet				\$
Amount carried forward to next sheet				\$

<i>Value Completed</i>	\$
Less payments already made	\$
Less retention for the <i>Completion Amount</i> under clause 60, if applicable	\$
<i>Claimed Amount</i>	\$

Schedule 4 – Not used

Schedule 5 - Expert Determination Procedure

Refer to clause 71 of the GC21 General Conditions of Contract.

1 Questions to be determined by the Expert

- .1 For each *Issue*, the *Expert* must determine the following questions, to the extent that they are applicable to the *Issue* and unless otherwise agreed by the parties:
 - .1 Is there an event, act or omission which gives the claimant a right to compensation, or assists in otherwise resolving the *Issue* if no compensation is claimed:
 - .1 under the Contract,
 - .2 for damages for breach of the Contract, or
 - .3 otherwise in law?
 - .2 If so:
 - .1 what is the event, act or omission?
 - .2 on what date did the event, act or omission occur?
 - .3 what is the legal right which gives rise to the liability to compensation or resolution otherwise of the *Issue*?
 - .4 is that right extinguished, barred or reduced by any provision of the Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim or other legal right?
 - .3 In light of the answers to the questions in clauses 1.1.1 and 1.1.2 of this Expert Determination Procedure:
 - .1 what compensation, if any, is payable by one party to the other and when did it become payable?
 - .2 applying the rate of interest specified in the Contract, what interest, if any, is payable when the *Expert* determines that compensation?
 - .3 if compensation is not claimed, what otherwise is the resolution of the *Issue*?
- .2 The *Expert* must determine, for each *Issue*, any other questions identified or required by the parties, having regard to the nature of the *Issue*.

2 Submissions

- .1 The procedure for submissions to the *Expert* is as follows:
 - .1 The party to the Contract which referred the *Issue* to *Expert Determination* must make a submission in respect of the *Issue*, within 15 *Business Days* after the date of the letter of engagement of the *Expert* referred to in clause 71.3 of the GC21 General Conditions of Contract.
 - .2 The other party must respond within 15 *Business Days* after receiving a copy of that submission or such longer period as the other party may reasonably require, having regard to the nature and complexity of the *Issue* and the volume of the submission. If the parties do not agree on that longer period, the party desiring the longer period may make a submission on the point to the *Expert*, within the time specified by the *Expert*, and the *Expert* will promptly determine any extra time permitted. The response to the submission in clause 2.1.1 may include cross-claims.
 - .3 The party referred to in clause 2.1.1 may reply to the response of the other party, but must do so within 10 *Business Days* or such longer period as that party may reasonably require (in the same terms as in clause 2.1.2) after receiving the response, and must not raise new matters.

- .4 The other party may comment on the reply, but must do so within 10 *Business Days* or such longer period as that party may reasonably require (in the same terms as in clause 2.1.2) after receiving the reply, and must not raise new matters.
- .2 The *Expert* must ignore any submission, response, reply, or comment not made within the time given in clause 2.1 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- .3 The *Expert* may request further information from either party. The request must be in writing, with a time limit for the response. The *Expert* must send a copy of the request and the response to the other party, and give the other party a reasonable opportunity to comment on the response.
- .4 All submissions, responses, replies, requests and comments must be in writing. If a party to the Contract gives information to the *Expert*, it must at the same time give a copy to the other party. All documents to be sent to the Principal under this Expert Determination Procedure must be sent to the relevant person at the relevant postal or other address stated in Contract Information item 52.

3 Conference

- .1 The *Expert* may request a conference with both parties to the Contract. The request must be in writing, setting out the matters to be discussed.
- .2 The parties agree that such a conference is not to be a hearing which would give anything under this Expert Determination Procedure the character of an arbitration.

4 Role of Expert

- .1 The *Expert*:
 - .1 acts as an *Expert* and not as an arbitrator;
 - .2 must make its determination on the basis of the submissions of the parties, including documents and witness statements, and the *Expert's* own expertise; and
 - .3 must issue a certificate in a form the *Expert* considers appropriate, stating the *Expert's* determination and giving reasons, within 16 weeks, or as otherwise agreed by the parties, after the date of the letter of engagement of the *Expert* referred to in clause 71.3 of the GC21 General Conditions of Contract.
- .2 If a certificate issued by the *Expert* contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the *Expert* must correct the certificate.

Schedule 6 - Combined Subcontractor's Statement and Supporting Statement

Part 1



SUBCONTRACTOR'S STATEMENT REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 – see back of form)

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

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

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

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

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

Contract number/identifier
(Note 3)

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

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

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

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) and (g) below. You must tick one box. (Note 6)

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... (Note 7)

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

(f) Signature Full name.....

(g) Position/Title Date/...../.....

Part 2



SUPPORTING STATEMENT BY HEAD CONTRACTOR REGARDING PAYMENT TO SUBCONTRACTORS

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

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

Head Contractor: [business name of head contractor]

ABN:

1. Has entered into a contract with [business name of subcontractor]

ABN:

Contract number/identifier:

OR

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

[Delete whichever of the above does not apply]

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

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

Signature:

Date:

Full name:

Position/Title:

Penalties

The *Building and Construction Security of Payment Act 1999* provides that:

Section 13(7) A head contractor must not serve a payment claim on the principal unless the claim is accompanied by a supporting statement that indicates that it relates to that payment claim.

Maximum penalty: \$22,000 (200 penalty units).

And:

Section 13(8) A head contractor must not serve a payment claim on the principal accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances.

Maximum penalty: \$22,000 (200 penalty units) or 3 months imprisonment, or both.

Attachment

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule 7 - Contract Sum Breakdown

Schedule 8 – Planning Consent Conditions

No.	Condition	INSW	Lend Lease
A1	Consent is granted to the 'Concept Proposal' as described in Schedule 1 and the EIS, as amended by the RtS and the conditions contained in this development consent.	N/A	N/A
A2	In accordance with section 83B(3) of the EP&A Act all development under the Concept Proposal and the subsequent stages are to be subject of future development applications	N/A	N/A
A3	The determination of future development applications are to be generally consistent with the terms of development consent SSD 7534 as described in Schedule 1 and subject to the conditions in Part B, Schedule 2 .		Y
A4	The Applicant shall carry out the project in accordance with the conditions of consent and generally in accordance with the: <ul style="list-style-type: none"> a) EIS, as amended by the RtS; and b) the following drawings, except for: <ul style="list-style-type: none"> i) any modifications which are Exempt or Complying Development; and ii) otherwise provided by the conditions of this consent 		Y
A5	Future buildings contained within building envelopes shall be generally consistent with the Concept Proposal building envelope plans listed in condition A4.		Y
A6	The maximum height for the development shall be consistent with the Concept Proposal building envelope elevations plan for each building as detailed below: Western Sydney Stadium- RL42.5 Future development- RL41.53		Y
A7	The maximum GFA for the development shall not exceed 80,000 sqm, comprising a maximum of: <ul style="list-style-type: none"> • 60,000 sqm stadium GFA; and • 20,000 sqm future development GFA (comprising ancillary use(s) to the Western Sydney Stadium). 		Y
A8	This approval does not allow any components of the Concept Proposal, except site enabling works as described in Schedule 1, to be carried out without further approval or consent being obtained.	N/A	N/A
A9	This consent will lapse five (5) years from the date of consent unless the site enabling works have physically commenced.	N/A	N/A
A10	Any advice or notice to the consent authority shall be served on the Secretary.	N/A	N/A
A11	In the event of a dispute between the Applicant and a public authority, in relation to an applicable requirement in this approval or relevant matter relating to the Development, either party may refer the matter to the Secretary for resolution. The Secretary's resolution of the matter shall be binding on the parties.	N/A	N/A
B1	Future Development Application(s) shall demonstrate design excellence and in demonstrating design excellence, the Applicant shall have regard to the following matters: <ul style="list-style-type: none"> a) whether a high standard of architectural design, materials and detailing appropriate to the building type and location will be achieved; b) whether the form and external appearance of the proposed development 	Y- design excellence process sign off	Y- design report drafting

No.	Condition	INSW	Lend Lease
	<p>will improve the quality and amenity of the public domain;</p> <p>c) whether the proposed development detrimentally impacts on view corridors;</p> <p>d) how the proposed development addresses the following matters:</p> <ul style="list-style-type: none"> i) the suitability of the land for development; ii) the existing and proposed uses and use mix; iii) any heritage and archaeological issues and streetscape constraints or opportunities; iv) the bulk, massing and modulation of buildings; v) streetfrontage heights; vi) environmental impacts, such as sustainable design, overshadowing and solar access, visual and acoustic privacy, noise, wind and reflectivity; vii) the achievement of the principles of ecologically sustainable development; viii) pedestrian, cycle, vehicular and service access and circulation requirements, including the permeability of any pedestrian network; ix) the impact on, and any proposed improvements to, the public domain; x) the impact on any special character area; xi) achieving appropriate interfaces at ground level between the building and the public domain; and xii) excellence and integration of landscape design. 		
B2	Future Development Application(s) shall be consistent with the Western Sydney Stadium Urban Design and Public Realm Guidelines, prepared by CHROFI and dated 23 September 2016.		Y
B3	Future Development Application(s) shall include detailed landscaping plans and treatment of open space and public areas. The plans shall be consistent with the Western Sydney Stadium Urban Design and Public Realm Guidelines, prepared by CHROFI and dated 23 September 2016.		Y
B4	No more than a maximum of 500 car parking spaces shall be provided on the site which includes provision for parking designed as accessible parking spaces for disabled persons.		Y
B5	Future Development Application(s) shall include a detailed assessment of traffic impacts, traffic generation, cumulative traffic impacts (including the approved Parramatta Leagues Club redevelopment) and analysis of intersection performance. The assessment shall include mitigation and management measures and recommendations on intersection/infrastructure upgrades, where this is deemed necessary.		Y – report only, mitigation measures iNSW
B6	<p>Future Development Application(s) for the Western Sydney Stadium shall include an assessment of the capacity/adequacy of the following networks to accommodate likely future demand resulting from the Western Sydney Stadium:</p> <ul style="list-style-type: none"> a) pedestrian network, including the requirement for a new pedestrian bridge crossing over Parramatta River at O'Connell Street; b) public transport network; and c) bicycle network. 		Y – report only, no works allowed
B7	<p>To improve travel movements between the stadium and North Parramatta, Parramatta Park and Parramatta CBD, the assessment referred to in condition B6 shall include:</p> <ul style="list-style-type: none"> a) the investigation of enhancements to pedestrian and bicycle connectivity; and b) recommendations on potential provision of upgrades/new infrastructure or services, where this is deemed necessary. 		Y – report only, no works allowed
B8	The Applicant shall estimate the demand for buses, coaches and taxis for the operation of the stadium and to provide buses, coaches and taxis parking and pick up/drop off areas on-site to meet the demand.		Y – report only, no works allowed

No.	Condition	INSW	Lend Lease
B9	Future Development Application(s) for the Western Sydney Stadium shall include appropriate bicycle facilities.		Y
B10	Future Development Application(s) for the Western Sydney Stadium shall include an Events Management Plan.	Y	Y- to provide baseline info
B11	Future Development Application(s) for the Western Sydney Stadium are to include the type, frequency and duration of proposed events.	Y	Y- to provide baseline info
B12	Future Development Application(s) for the Western Sydney Stadium shall include an access strategy that addresses, but not be limited to, the following matters: <ul style="list-style-type: none"> a) measures to monitor patron event-day travel mode behaviour; b) assesses public transport accessibility and needs for events; and c) measures to minimise patrons driving and parking streets surrounding the Western Sydney Stadium precinct. 	Y	Y- to provide baseline info
B13	Where required, future Development Application(s) shall include a Remedial Action Plan reviewed and approved by a site auditor accredited under the Contaminated Land Management Act 1997.		Y
B14	Future Development Application(s) shall include a Noise Impact Assessment (NIA) that identifies background noise levels, existing noise impacts, affected sensitive receivers, and includes appropriate modelling, noise contour maps and mitigation/management measures.		Y
B15	Future Development Application(s) shall be designed in accordance with water sensitive urban design (WSUD) principles outlined in the Western Sydney Stadium Water Cycle Management and Flooding Working Paper, prepared by AECOM and dated 13 July 2016.		Y
B16	Future Development Application(s) shall include a Biodiversity Assessment that considers the detailed construction and operational impacts of the development and includes any necessary mitigation measures to minimise any potential adverse impacts on the existing Grey-headed Flying-fox Camp.		Y
B17	Future Development Application(s) shall include a Lighting Strategy. The strategy shall consider energy efficiency measures and impacts on heritage items listed on the National and World heritage registers and endangered and threatened flora/ fauna adjoining the site. The strategy shall include: <ul style="list-style-type: none"> a) heights, appearance and light-shed of any new Stadium lighting; b) consideration of the Western Sydney Stadium Urban Design and Public Realm Guidelines, prepared by CHROFI and dated 23 September 2016; and c) consideration of impacts and mitigation and management measures. 		Y
B18	Future Development Application(s) for the Western Sydney Stadium shall include information/drawings regarding the: <ul style="list-style-type: none"> a) height and bulk of the existing Stadium in relation to the new Stadium; and b) detailed design of areas of the site which are within the State Heritage Register curtilage, including the proposed Parkland Transition Zone, to inform how the project may affect the cultural heritage values of Parramatta Park and Old Government House, as well as the Parramatta Park Master Plan. 		Y
B19	Future Development Application(s) for the Western Sydney Stadium shall include a Heritage Interpretation Strategy and Plan.		Y
B20	Future Development Application(s) shall include an updated Archaeological Assessment identifying the predicted locations and appropriate buffer zones of archaeological relics in or near the current project boundary area. <p>The Archaeological Assessment shall include clear mapping to assist in the detailed design of the Future Development Applications to ensure archaeological relics of State and National heritage significance are conserved in-situ and not impacted by the development or associated landscaping, fencing, car parking or Rervice provision.</p>		Y

No.	Condition	INSW	Lend Lease
	The Archaeological Assessment must be prepared by a suitably qualified historical archaeologist who meets the Heritage Council's Excavation Directors Criteria for State significant archaeology.		
B21	<p>a) Prior to the determination of a future Development Application for the design and construction of the Western Sydney Stadium, evidence is to be submitted to the satisfaction of the Secretary that the master planning process for the Mays Hill Precinct has commenced, and that it is being undertaken in consultation with the local community and users of the existing Parramatta Swimming Centre. The master planning process is to be funded by the Applicant and must address the current and future potential recreation and aquatic needs of the local community, industry trends and the functional requirements for any new aquatic centre.</p> <p>b) If the master planning process and associated site suitability and feasibility study demonstrate that the Mays Hill Precinct is not a suitable site for the construction of a new aquatic centre, a report is to be provided to the Secretary that identifies interim swimming facility options and alternate locations for a new aquatic centre for investigation.</p>	Y	
A1	Consent is granted to the site enabling works as described in Schedule 1 and the EIS, as amended by the RtS and the conditions contained in this development consent.	N/A	N/A
A2	The Applicant shall carry out the project in accordance with the conditions of consent and generally in accordance with the EIS, as amended by the RtS and as otherwise provided by the conditions of this consent.		Y
A3	This consent will lapse five (5) years from the date of consent unless the site enabling works have physically commenced.	N/A	N/A
A4	Any advice or notice to the consent authority shall be served on the Secretary.	N/A	N/A
A5	Where this consent requires further approval from public authorities, the parties shall not act unreasonably in preventing an agreement from being reached. In the event that an agreement is unable to be reached within two months or a timeframe otherwise agreed to by the Secretary, the matter is to be referred to the Secretary for resolution. All areas of disagreement and the position of each party are to be clearly stated to facilitate a resolution. The Secretary's resolution of the matter will be binding on the parties.	N/A	N/A
B1	The Certifying Authority and Council shall be given written notice, at least 48 hours prior to the commencement of building work on the Subject Site.		Y
B2	Demolition Environmental Management Plan		Y
B3	Demolition Traffic and Pedestrian Management Plan		Y
B4	Community Involvement Plan		Y
B5	Interim Recreation Swimming Pool Management Plan	Y	
B6	The Applicant shall submit a copy of the final IRSPMP to Council and the Department and make it publicly available.	Y	
B7	The IRSPMP (as revised from time to time, unless otherwise agreed to by the Secretary) must be implemented by the Applicant until such time as the new replacement aquatic centre is delivered.	Y	
B8	Stormwater Management		Y
B9	Pre-construction Dilapidation Report		Y
B10	Waste Management Plan During Construction		Y
B11	Soil erosion and sediment control measures shall be designed in accordance with the document Managing Urban Stormwater-Soils & Construction Volume 1 (2004) by Landcom. Details are to be submitted to the satisfaction of the Certifying Authority prior to commencement of above ground works involving vegetation removal or soil disturbance.		Y
B12	A historic heritage induction for the site must occur for all personnel undertaking excavation. The induction should include a brief history of the site, provide and discuss a copy of the archaeological exclusion zones and details of how to deal with unexpected finds.		Y

No.	Condition	INSW	Lend Lease
B13	An unexpected finds protocol must be created to manage the unexpected discovery of potential relics during Stage 1 works. This should include details of what constitutes an archaeological relic for the project, stop work procedures, procedures for contacting a suitably qualified archaeologist to assess the find, and processes for notification and consultation with the Heritage Council. If a relic is uncovered work must cease in the affected area(s) and the Heritage Council of NSW must be notified. Work may only recommence after approval from the Heritage Council. Additional assessment and approval may be required prior to works continuing in the affected area(s) based on the nature of the discovery.		Y – finds managed under contract terms and conditions
C1	Hours of Work		Y
C2	Construction Noise Management		Y
C3	Vibration caused by construction at any residence or structure outside the Subject Site must be limited to: a) for structural damage vibration, German Standard DIN 4150 Part 3 Structural Vibration - Effects of Vibration on Structures; and b) for human exposure to vibration, the evaluation criteria presented in British Standard BS 6472- Guide to Evaluate Human Exposure to Vibration in Buildings (1Hz to 80 Hz) for low probability of adverse comment.		Y
C4	These limits apply unless otherwise outlined in a DNVMP, approved as part of the DEMP.		Y
C5	Vibratory compactors must not be used closer than 30 metres from residential buildings unless vibration monitoring confirms compliance with the vibration criteria specified above.		Y
C6	Erosion and Sediment Control		Y
C7	Disposal of Seepage and Stormwater		Y
C8	Approved Plans to be On-Site		Y
C9	Site Notice		Y
C10	Protection of Trees		Y
C11	Work Cover Requirements		Y
C12	All material in the buildings to be demolished are to be removed in accordance with the guidelines of the WorkCover Authority and the requirements of the EPA.		Y
C13	The requirements of the Protection of the Environment Operations (Waste) Regulation 2014 shall be satisfied, with particular reference to Part 7 'asbestos waste'. In addition, the Applicant shall consult with Safework NSW concerning the handling of any asbestos waste that may be encountered during the course of the project.		Y
C14	All waste generated and any subsurface soils excavated during the demolition shall be assessed, classified and managed in accordance with the Waste Classification Guidelines: Part 1 Classifying Waste NSW DECC, 2009.		Y
C15	A site auditor accredited under the Contamination Land Management Act 1997 shall be engaged for the various stages of the project which involve remediation work.		Y
C16	Prior to the commencement of demolition work, the Applicant shall prepare and implement an appropriate procedure for identifying and dealing with unexpected finds of site contamination, including asbestos containing materials and lead-based paint, particularly in respect of the existing buildings and their curtilage.		Y
C17	In the event that unexpected ground contamination is discovered, the site auditor is to review the site contamination assessments and undertake the following actions: a) provide an opinion on whether the nature and extent of contamination has been appropriately determined; and b) ensure any necessary remedial work is carried out in accordance with best practice and reporting is to the standards required by the EPA.		Y
C18	Should any light during demolition works which has the potential to alter previous conclusion; about contamination then the Department must be		Y

No.	Condition	INSW	Lend Lease
	immediately notified and works must cease. Works must not recommence on site until the consultation is made with the Department.		
C19	The Applicant shall undertake further assessment of soil contamination following demolition of existing structures and prior to undertaking any earthworks.		Y
C20	The body of any vehicle or trailer, used to transport waste or excavation spoil from the site, shall be covered before leaving the site to prevent any spill or escape of dust, waste or spoil from the vehicle or trailer.		Y
C21	Mud splatter, dust and other material likely to fall from or be cast off the wheels, underside or body of any vehicle, trailer or motorised plant leaving the site, shall be removed before the vehicle, trailer or motorised plant leaves the site.		Y
C22	Concrete waste and rinse water shall not be disposed of on the project site and instead that: a) waste concrete shall either be returned to the agitator truck(s) to the supplier or directed to a dedicated watertight skip protected from the entry of precipitation; and b) concrete rinse water shall be directed to a dedicated watertight skip protected from the entry of precipitation or a suitable water treatment plant.		Y
C23	Dust Control and Management		Y
C24	Demolition		Y
C25	Hoarding/Fencing Requirements		Y
C26	Impact of Below Ground (sub-surface) Works - Non-Aboriginal Relics		Y – finds managed under contract terms and conditions
C27	Discovery of Aboriginal Heritage		Y – finds managed under contract terms and conditions
AN	Advisory Notes	N/A	N/A

Schedule 9 - Subcontract requirements

Refer to clause 28.4.1 of the GC21 General Conditions of Contract.

1 General requirements for specified subcontracts

In addition to its obligations under clause 28.3, for all Subcontracts valued at or over the amount stated in Contract Information item 29, the Contractor must include requirements consistent with the provisions of the following clauses and schedules of this Contract:

1. clause 3 - Co-operation
2. clause 4 - Duty not to hinder performance
3. clause 5 - Early warning
4. clause 6 - Evaluation and monitoring
5. clause 10 - Governing law of the Contract
6. clause 13 - Compliance with Code of Practice for Procurement
7. clause 14 - No collusive arrangements
8. clause 15.11 - Work Health and Safety management, except that the submission and implementation of the Safe Work Method Statements is subject to the decision of the Contractor as principal contractor for work health and safety matters.
9. clause 15.1.1 - Aboriginal Participation in Construction
10. clause 23 - Intellectual Property
11. clause 24 - Confidentiality
12. clause 25 - Media releases and enquiries
13. clause 26 - Care of people, property and the environment, indemnities and limitations
14. clauses 27.5, 27.10.1.1, 27.10.1.2, 27.10.1.5 and 27.10.1.6 - Insurances
15. clause 28 - Subcontractor relationships
16. clause 58 - Payment Claims
17. clause 59 - Payments
18. Schedule 1 (Subcontractor's Warranty) together with an obligation to execute and deliver the Warranty to the Principal (only if the Subcontractor is required by clause 30 to provide the warranty)
19. Schedule 9 (Subcontract requirements)

Schedule 10 - Pre-Agreed Variations

PAV No.	Description	Cost (\$, excluding GST)	Direction Date
1	South Eastern Media Mesh Dome Supply and installation of media mesh dome same as provided to north east corner		4 January 2017
6	KOP Northern stand Adjust concept design of the northern stand to provide split tier similar to the southern standard including LED ribbon as depicted by attached sketch B1.		4 January 2017
7	Northern PAV Vehicles Modification of the Northern PAV that will allow Pantec vehicles (MRV - 8.8m long x 2.5m wide) to exit the pitch via the north east PAV and return to the loading dock via the main services corridor including additional mechanical plant to ventilate the corridor as depicted in attached sketch B2)		4 January 2017
9	Additional of the following lifts and escalators * One additional goods lift (waste lift), sized to match existing Class A goods lift (2000kg), servicing levels 00 to 04; * One additional passenger lift, sized to match the existing dedicated passenger lift (18 person), servicing levels 00 to 04; * Single escalators (one per floor level) with 800mm step width and 0.65m/s velocity form level 00 to 04 All as depicted in attached sketch B40		4 January 2017
10	Increased Basement Storage Increase the quantity of basement storage to comply with the area schedule noted in the Project Brief as depicted in attached sketch B6		4 January 2017
11	Relocated Administration Office Stadium Administration office and associated facilities relocated from the basement to level 3 as depicted in attached sketch B37)		4 January 2017
12	Sport Lighting UPS Backup Change to the UPS backup power supply requirements to remove the application of UPS to sport lighting.		27 March 2017

PAV No.	Description	Cost (\$, excluding GST)	Direction Date
13	Substation Equipment Base price has assumed the substation equipment is free issued from the authorities. Cost for the supply of the Substation Equipment if Contractor is required to provide it.		4 January 2017
14	APIs, software licensing and development for ICT integrations between the BMS and all other systems.		27 March 2017
15	OB Compound Configuration Modifications to ensure compliances with Section H6.3 of the Project Brief for the host broadcaster and the host broadcaster plus one unilateral broadcaster as depicted in attached sketch		4 January 2017
17	Northern Access Road around Development Site Lendlease design alternative for the access road around the development site will be absorbed within our base price should the design get relevant authority approvals.		4 January 2017
18	Upgrade water Supply Cost to upgrade water supply from grade 3 (single) to grade 1(dual).		4 January 2017
19	Upstand Wall at Upper Tier (patron comfort) Provide a precast screen along the back of the upper stadium seating to RL 33.7. This provides protection to the patrons and reduces noise emission exiting the stadium. The final height of the wall will be reviewed during design development against the wind and acoustic models to ensure design criteria are achieved		4 January 2017
20	Cumberland Lounge & Function Rooms 2 additional operable walls to Cumberland lounge & Function rooms to create 6 separatable rooms as per design submission		27 March 2017
21	Atmosphere microphone pickup The addition of multiple microphones and sound enhancement servers designed to provide the premium patronage users multiple choices of atmosphere enhancements to the suites and other premium patronage areas. Microphones strategically placed in areas for differing fan experience atmosphere, and then processed to provide a		27 March 2017

PAV No.	Description	Cost (\$, excluding GST)	Direction Date
	signature” ambience for the atmosphere experience. For example, provide the users with a “standard ambience” or a “RBB in Wembley” choice in ambience.		
22	4-camera panoramic view option Provision of a “whole of field” view for premium patronage areas. Multiple cameras are strategically located and then stitched together to provide a complete view of the pitch, with the option of an overlaid close up to the side of the stitched view or likewise.		27 March 2017
25	Subwoofer removal from PA System The option to remove subwoofers from the main bowl speech and sound reinforcement system provides an opportunity to yield a capital cost saving.		27 March 2017
26	Decrease in Ribbon Screen surfaces Removal of Ribbon Screen to L 2, 3 & 4 West vertical surfaces		27 March 2017
27	Upgrade Size of LCD Display in Suites Upgrade in LCD Display panel size in Premium Patronage Suites from a 49” display to a 55” Display		27 March 2017
33	Rapid Beer Service Rapid Beer Service by way of provision of Multipour 121 tall 4W W/Polaris Trolleys is included to all bars in the stadium as part of the Contract Price – see drawing RBS-1 attached to this Schedule for details. Principal may delete the Rapid Beer Service from any of the following 6 bars to be nominated by the Principal for the saving per bar set out in the next column: <ul style="list-style-type: none"> • Level 01 Function Bar South • Level 01 Function Bar North • Level 01 Cumberland Lounge Buffet • Level 01 Bar North east 		27 March 2017

PAV No.	Description	Cost (\$, excluding GST)	Direction Date
	<ul style="list-style-type: none">Level 01 Bar South eastLevel 02 Directors Club Bar		

Schedule 11 - Statement regarding Materials

Refer to clause 58.7 of the GC21 General Conditions of Contract.

I am a representative of *[name of company/entity with custody of the Materials or on whose land the Materials are stored]* in the capacity of *[insert position]* and I am authorised to make this statement on behalf of the Company. I confirm that the Company has no lien, charge or other encumbrance over the *Materials* listed in the schedule to this statement (“Materials”). I acknowledge that the *Materials* are the property of the Principal named in the schedule to this statement (“Principal”) and I hereby irrevocably authorise the Principal or its officers or others acting with its authority to enter the premises where the *Materials* are stored at any reasonable hour to inspect or remove the *Materials*. I undertake to make no claim or charge against the Principal in respect of the storage of the *Materials*.

SCHEDULE

Materials

[list the Materials]

Principal

[insert name of the Principal]

SIGNED.....

DATE:.....

Schedule 12 - Compliance with Building Code 2013

Refer to clause 13.15 of the GC21 General Conditions of Contract.

1. The Contractor must comply with the *Building Code 2013* (Building Code). Copies of the Building Code are available at www.employment.gov.au/BuildingCode.
2. Compliance with the Building Code shall not relieve the Contractor from responsibility to perform the Contract, or from liability for any *Defect* in the works arising from compliance with the Building Code.
3. Where a change in the Contract is proposed and that change would affect compliance with the Building Code, the Contractor must submit a report to the Commonwealth specifying the extent to which the Contractor's compliance with the Building Code will be affected.
4. The Contractor must maintain adequate records of compliance by it with the Building Code.
5. The Contractor must maintain adequate records of compliance with the Building Code by its Related Persons (as defined in the Building Code).
6. If the Contractor does not comply with the requirements of the Building Code in the performance of this Contract such that a sanction is applied by the Minister for Employment, without prejudice to any rights that would otherwise accrue, funding entities or funding recipients (as the case may be) shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Contractor or a related entity in respect of Commonwealth funded building work.
7. The Contractor must not enter into a Subcontract with a Subcontractor where:
 - (a) there are reasonable grounds to believe the building contractor or building industry participant is covered by an enterprise agreement that is inconsistent with the Building Code; or
 - (b) there are reasonable grounds to believe that the building contractor or building industry participant is a party to an agreement of a kind described in subsection 10(1) of the Building Code; or
 - (c) an exclusion sanction applies to the building contractor or building industry participant; or
 - (d) an adverse decision, direction or order of a court or tribunal has been made in relation to the building contractor or building industry participant and a contravention of any of the following in respect of building work:
 - (i) a designated building law; or
 - (ii) Workplace Health and Safety Legislation or a corresponding WHS law; or
 - (iii) the Competition and Consumer Act 2010; and,there are reasonable grounds to believe that the building contractor or building industry participant has failed to comply with the decision, direction or order.
8. The Contractor will, and will require its related entities and its Subcontractors to, provide the Commonwealth or a person occupying a position in the Fair Work Building Industry Inspectorate, which is known and operates as Fair Work Building and Construction (FWBC), with full access to the premises and records of the above-mentioned entity to:

- (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the work in connection with the Contract th; and
 - (c) interview any person,
- as is necessary to demonstrate its compliance with the Building Code.
- 9. The Contactor will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in FWBC, to produce a specified document within a specified period, in person, by fax, by electronic means or by post.
- 10. The Contractor will ensure that its related entities and its Subcontractors will agree to the requests in clause 9 of this Schedule 12.
- 11. The Contactor consents to disclosure by the Commonwealth, the Director of FWBC and Minister for Employment information concerning its and its related entities' compliance with the Building Code and whether or not an exclusion sanction has been imposed on it and/or its related entity. The Contactor must ensure that its Subcontractors are also aware of, and agree to comply with, these rights of use and disclosure.
- 12. The Contractor must ensure the obligations outlined in this Schedule 12 are contained in any Subcontracts.

Schedule 13 - Novation Deed

Novation Deed

Western Sydney Stadium Project

Dated

Venues New South Wales ABN/ACN/ARBN# ("**Incoming Party**")

Infrastructure New South Wales ABN 85 031 302 516 ("**Outgoing Party**")

Lendlease Building Pty Ltd ACN 000 098 162 ("**Consenting Party**")

King & Wood Mallesons

Level 33

Waterfront Place

1 Eagle Street

Brisbane QLD 4000

Australia

T +61 7 3244 8000

F +61 7 3244 8999

DX 311 Brisbane

www.kwm.com

Details

Parties	Incoming Party, Outgoing Party and Consenting Party	
Incoming Party	Name	Venues New South Wales
	ABN/ACN/ARB N	<input type="text"/> insert ABN/ACN/ARB N <input type="text"/>
	Address	<input type="text"/> address <input type="text"/>
	Fax	<input type="text"/> fax number <input type="text"/>
	Attention	<input type="text"/> position <input type="text"/>
Outgoing Party	Name	Infrastructure New South Wales
	ABN	85 031 302 516
	Address	Level 15, 167 Macquarie St, Sydney NSW 2000
	Fax	+ 61 2 8016 0101
	Attention	<input type="text"/>
Consenting Party	Name	Lendlease Building Pty Ltd
	ACN	000 098 162
	Address	Level 14, Tower Three, International Towers Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000
	Attention	<input type="text"/>
Recitals	A	Outgoing Party and Consenting Party are parties to the Contract.
	B	The parties to this deed have agreed to the novation of the Contract on the terms of this deed.
Contract	Western Sydney Stadium Project Design and Construction Contract	
Novation Date	<input type="text"/> insert date novation to be effective from <input type="text"/>	
Governing law	New South Wales	
Date of deed	See Signing page	

General terms

1 Definitions and Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Authorised Officer means, in respect of a party, a director or secretary of the party or another person appointed by the party to act as an Authorised Officer under this deed.

Business Day means a day other than ☐

- (a) a Saturday, Sunday or a public holiday in New South Wales; and
- (b) 27, 28, 29, 30 and 31 December.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Contract means the contract referred to in the Details.

Details means the section of this deed headed Details.

New Contract means the new contract formed under clause 3.1.

Novation Date means the date set out in the Details.

Related Body Corporate has the meaning it has in the *Corporations Act 2001* (Cth).

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this deed:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to a document also includes any variation, replacement or novation of it;
- (d) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as” or similar expressions;
- (e) a reference to “**person**” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

- (g) a reference to a time of day is a reference to New South Wales time;
- (h) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (i) a reference to “**law**” includes common law, principles of equity and legislation (including regulations);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (k) a reference to “**regulations**” includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (l) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (m) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually ☐;
- (n) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (o) a reference to any thing (including an amount) is a reference to the whole and each part of it; and
- (p) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day.

2 Consideration

This deed is entered into in consideration of the parties incurring obligations and giving rights under this deed and the New Contract and for other valuable consideration.

3 Novation

3.1 Novation

With effect on and from the Novation Date, the parties agree that the Contract is discharged and the New Contract is created on the same terms and conditions as the Contract except that:

- (a) Incoming Party is substituted for Outgoing Party; and
- (b) each reference to Outgoing Party will be read as a reference to Incoming Party in the New Contract; and
- (c) notices to Incoming Party must be provided using its details specified in the Details; and

3.2 Rights and benefits

With effect on and from the Novation Date, Incoming Party:

- (a) is bound by the New Contract as the Contract relates to Outgoing Party; and

- (b) enjoys under the New Contract all the rights and benefits conferred on Outgoing Party under the Contract.

3.3 Release from future performance

On and from the Novation Date, Consenting Party releases Outgoing Party from any obligation under the Contract to be performed on or after the Novation Date.

3.4 Consenting Party acknowledgement

The Consenting Party acknowledges that nothing in this deed or any of the transactions contemplated by this deed constitutes:

- (a) a breach of any term of the Contract;
- (b) an event of default under the Contract; or
- (c) any other event or circumstance which, with the giving of notice, lapse of time, or fulfilment of any condition, would cause the acceleration of any payment to be made under, or the termination or enforcement of, the Contract.

3.5 Contract security

- (a) Within 10 Business Days of the Novation Date, Consenting Party shall procure the issue of new security in favour of Incoming Party ("**New Security**").
- (b) The New Security must be on the same terms and for the same amount as the Existing Security and must otherwise comply with the Contract.
- (c) Outgoing Party must return any security still held under the Contract ("**Existing Security**") to Consenting Party within five days after the Consenting Party has provided the New Security to the Incoming Party pursuant to clause 3.5(a).
- (d) Nothing in this clause 3.5 limits or affects Outgoing Party's right to have recourse to the Existing Security in accordance with the Contract prior to the Novation Date.

4 Accrued Rights

4.1 Mutual release

- (a) Subject to clause 4.1(b), on and from the Novation Date, each of Consenting Party and Outgoing Party releases the other from:
 - (i) any obligation or liability under or in respect of the Contract; and
 - (ii) any Claim which it, but for this release, had or may in the future have had against the other under or in respect of the Contract,arising in connection with the performance of the Contract before the Novation Date.
- (b) Clause 4.1(a) does not apply to:
 - (i) any Claim Outgoing Party had, or may in the future have had, against Consenting Party under or in respect of the Contract; and

- (ii) any liability Consenting Party had, or may in the future have had, to Outgoing Party under or in respect of the Contract,

in respect of any event or circumstance for which Consenting Party indemnifies Outgoing Party pursuant to the Contract.

4.2 Assumption by Incoming Party

On and from the Novation Date Incoming Party assumes responsibility for any obligation or liability of the Outgoing Party owed to the Consenting Party under or in respect of the Contract arising in connection with the performance of the Contract before the Novation Date.

5 Representations and warranties

5.1 General representations and warranties

Each party represents and warrants to each other party that:

- (a) **(incorporation)** it is validly incorporated and has the power to carry on its business as it is now being conducted;
- (b) **(power)** it has the power to enter into and perform its obligations under this deed and, for Incoming Party and Outgoing Party, the New Contract;
- (c) **(authority)** it has taken all action which is necessary to authorise the entry into and performance of its obligations under this deed and, for Incoming Party and Outgoing Party, the New Contract; and
- (d) **(binding obligations)** this deed and, for Incoming Party and Outgoing Party, the New Contract, constitute legal, valid and binding obligations, enforceable in accordance with their terms.

6 GST

6.1 Consideration GST exclusive

Unless expressly stated otherwise in this deed, all amounts payable or consideration to be provided under this deed are exclusive of GST.

6.2 Payment of GST

If GST is payable on any supply made under this deed, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 6.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

6.3 Reimbursements

If a party is required under this deed to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

6.4 Calculation of payments

If an amount payable under this deed is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

6.5 Interpretation

For the purposes of this clause 6:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 6;
- (b) “**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

7 Notices and other communications

7.1 Form - all communications

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

7.2 Form - communications sent by email

Communications sent by email need not be marked for attention in the way stated in clause 7.1. However, the email must state the first and last name of the sender.

Communications sent by email are taken to be signed by the named sender.

7.3 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid ordinary post (airmail, if appropriate) to the address set out or referred to in the Details; or
- (c) sent by fax to the fax number set out or referred to in the Details; or
- (d) sent by email to the address set out or referred to in the Details.

However, if the intended recipient has notified a changed address or fax number, then communications must be to that address or number.

7.4 When effective

Communications take effect from the time they are received or taken to be received under clause 7.5 (whichever happens first) unless a later time is specified.

7.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

7.6 Receipt outside business hours

Despite anything else in this clause 7, if communications are received or taken to be received under clause 7.5 after 5.00pm on a Business Day or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day.

8 General

8.1 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this deed and of other related documentation, except stamp duty.

8.2 Stamp duty

Consenting Party agrees to pay all stamp duty (including fines and penalties) chargeable, payable or assessed in relation to this deed and any transaction contemplated by it.

8.3 Governing law

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

8.4 Counterparts

This deed may be executed in counterparts. All counterparts when taken together constitute one document and the date on which the last counterpart is executed will be the date of the deed.

8.5 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

8.6 No merger

The representations, warranties and indemnities in this deed do not merge on the Novation Date.

8.7 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on this deed or any part of it.

8.8 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous deeds, understandings and negotiations on that subject.

8.9 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

8.10 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

8.11 Confidentiality

Each party agrees not to disclose information provided by another party that is not publicly available except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed; or
- (b) to officers, employees, legal and other advisers and auditors of any party; or
- (c) to any party to this deed or any Related Body Corporate of any party to this deed, provided the recipient agrees to act consistently with this clause; or
- (d) with the consent of the party who provided the information; or
- (e) as allowed by any law or stock exchange.

EXECUTED as an deed

Signing page

DATED

EXECUTED by **[OUTGOING PARTY]**
in accordance with section 127(1) of
the *Corporations Act 2001* (Cth) by
authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company
secretary*
*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

EXECUTED by **[INCOMING PARTY]** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company
secretary*
*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

EXECUTED by **[CONSENTING
PARTY]** in accordance with section
127(1) of the *Corporations Act 2001*
(Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company
secretary*
*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Schedule 14 - Project Brief

Schedule 15 - Concept Design

Schedule 16 - Contract Program

Schedule 17 - Preliminaries

1 General

1.1 Electronic communications

The parties agree and consent that notices and communications may be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

1.2 Use of Qualified Designers

Use persons professionally qualified in the relevant disciplines when completing the Design of the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

1.3 Use of Qualified Tradepersons

Use qualified tradepersons when completing the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

1.4 Development consent

Requirement

Prepare and lodge on behalf of the Principal a Development Application for the Works. The Contractor is responsible for all lodgement fees and other costs associated with the Development Application.

Consent Authority Conditions

In making enquiries for the purpose of preparing the Development Application, no agreement as to consent conditions must be made with the Consent Authority. Upon receipt of Consent Authority's conditions, provide a copy to the Principal immediately. Do not proceed to implement the conditions without a written instruction from the Principal.

1.5 Certification of compliance with building and fire regulations

Provide a certificate obtained from a consultant appropriately accredited as an Accredited Certifier in accordance with the Environmental *Planning and Assessment Act 1979* (NSW) stating that the Works fully comply with all applicable building and fire regulation statutory requirements.

1.6 Contractor performance reporting

During the course of the Contract, the Contractor's performance may be monitored and assessed in accordance with the *Performance management system guidelines* which are available on the ProcurePoint website.

1.7 Exchange of information between government agencies

The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor and its performance available to other government agencies and local government authorities, which may take such information into account in considering whether to offer the Contractor future opportunities for work.

The Principal regards the provision of information about the Contractor to any government agency or local government authority as privileged under the *Defamation Act 2005* (NSW). The Contractor agrees that it will have no entitlement to make any claim against the Principal in respect of any matter arising out of the provision or receipt of such information.

2 Documents

2.1 Contractor's tender concept/ design

In preparing the Contractor's Documents, the Contractor must not alter the Contractor's accepted tender concept/ design without the Principal's agreement.

2.2 Inclusions in Contractor's documents

The Contractor's Documents must include, without limitation:

- Returnable Schedules and other documents required by the Project Brief.

2.3 Work as executed drawings

Progressively produce work as executed drawings. Submit work as executed drawings showing work which has been completed within 28 days of completion of that work. Endorse each drawing certifying accuracy and correctness.

Submit two (2) copies of the drawings on electronic media using identical and portable **Solid State Drive/s** of sufficient capacity and with at least 30% spare capacity in each. Ensure the included data is complete and identical. Label each of them with:

- "Confidential"; and
- Respectively:
 - "WSS WAE ORIGINAL – COPY 1" and
 - "WSS WAE ORIGINAL – COPY 2".

Maintain all as executed information, including access for the Principal, on the selected electronic document management system for 12months following Final Completion (ex post-completion/maintenance) for this contract.

Any CAD files submitted must be in DGN, DWG, or DXF format with an identical .pdf version. The Contractor must ensure that any CAD files submitted will correctly display and print in Microstation.

The drawings must, as a minimum, include:

- heights based on AHD;
- boundary details;
- details of structures, improvements, notations, including height and dimensions;
- asset identification for all new, salvaged and re-used equipment;
- contour interval at 0.5m
- standard topography details and RL's throughout the site;
- details of any trees/plants;
- details of all services, including man-holes, services and services pits/covers;
- service inspection outlets
- disconnected and services left in-situ;
- valves and meter locations.

Submit the drawings electronically on formatted standard sized sheets acceptable to the Principal. Endorse each drawing certifying its accuracy, completeness and correctness.

Re-submit revised and corrected drawings within 7 days after receiving any comments from the Principal.

Submit relevant and completed work-as-executed service drawings to the regulatory authorities, as required and in consultation with Principal.

2.4 Restricted documents

All documents marked "Restricted", and any other documents the Principal notifies as "Restricted" are classified maximum security documents. No copies are to be made or retained by the Contractor, subcontractors, suppliers, agents or anyone else other than for the Contract.

All originals and copies of restricted classification documents are to be returned to the Principal on Completion.

2.5 NATSPEC subscription

If any of the Contractor's Documents are based on NATSPEC, then the Contractor must provide to the Principal proof of the Contractor's current NATSPEC subscription.

3 Not used

4 Administration

4.1 Quality management requirements

Quality Management System

Maintain the Contractor's Quality Management System. Obtain evidence from proposed subcontractors and certify that subcontractors' quality management systems meet the requirements of the Contractor's Quality Management System.

Project Quality Management Plan

Develop and implement a Project Quality Management Plan that complies with the current NSW Government *Quality Management Systems Guidelines (QMS Guidelines)* and the Contractor's Management Plan section of this Preliminaries. The *QMS Guidelines* are available on the ProcurePoint website.

Design Management Plan

Prior to commencing design work, prepare and submit a Design Management Plan to the Principal's Authorised Representative in accordance with clause 32A and the Contractor's Management Plan section of this Preliminaries.

Managing work quality

Prepare and submit Inspection and Test Plans to the Principal's Authorised Representative in accordance with clause 32A. The Inspection and Test Plans must comply with the QMS Guidelines and incorporate the Hold and Witness points specified in the Contract.

Submit copies of Inspection and Test Plans and checklists not less than 20 Business Days before commencing the work to which they apply. Also submit certification that the relevant quality management plans and Inspection and Test Plans of Subcontractors and Consultants meet the requirements of the QMS Guidelines. Do not start any work before this documentation is submitted.

Give at least 24 hours notice prior to reaching a Hold or Witness point.

The Contractor must not proceed beyond a Hold point without endorsement by the Principal or its authorised representative.

The Principal, at its discretion, may inspect the work at a Witness point, but work may proceed without endorsement.

Endorsement by the Principal at a Hold or Witness point does not release the Contractor from its obligations to achieve the specified requirements of the Contract.

Surveillance (monitoring) by the Principal will apply to all work associated with the Contract.

Conformance records

Submit copies of conformance records as specified, including:

Conformance records	Time when records are required
Verified and Completed Inspection & Test Plans and associated checklists	With each Payment Claim

Conformance records	Time when records are required
Requirements detailed in the Project Brief (Architectural, Electrical, Mechanical, Fire, Hydraulic, Structural, etc.)	Refer to the Project Brief
Heritage related works including impact statements, certification and approvals	Progressively
Dilapidation surveys and related documents and records	Before commencing any other physical works on site
Noise, Movement, Vibration and air monitoring results, including any clearance certificates	With each payment claim, unless required sooner, due to a breach or notifiable concern.
Approvals from Regulatory Authorities including Road Opening and closure permits, and payment of fees	5 Business Days before the related work is due to commence
Set-out and survey records:	Progressively
Services Rough-in records	Progressively
As-built performance testing records, including....	Prior to Construction Completion and with the as-executed information, including correct integration into the relevant Operation and Maintenance Manuals
All quality, test and compliance records of materials to be incorporated into the works (including from manufacturers).	2 Business days before being incorporated into the works
Records associated for the disposal of contaminated fill	With each Payment Claim
Register of product conformity records	At Construction Completion and with the as-executed information, including correct integration into the relevant Operation and Maintenance Manuals
Temporary Services metered consumption	With each Payment Claim
Environmental Clearance certificate/s	Within 3 Business Days following receipt
Geotechnical Compliance certificates	Within 3 Business Days following receipt
Operation and Maintenance Manuals	Within 3 Business Days following receipt

Failure to Comply

If the Contractor fails to comply with the requirements of this clause, the Principal may implement such inspections and tests as the Principal determines and the cost incurred by the Principal shall be a debt due from the Contractor.

4.2 Aboriginal participation

The Contractor must comply with the NSW Government *Policy on Aboriginal Participation in Construction*, which is available from the *Policy framework for construction* page in the ProcurePoint website:

<https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-reform/construction/policy-framework-construction>

A minimum amount of 1.5% of the Contract Price (as at the Date of Contract) must be spent on employment and education activities for Aboriginal people. At least 50% of this expenditure must be allocated to activities directly related to the Contract.

An Aboriginal Participation Plan must be submitted to the Principal within 60 days after the Date of Contract and a Participation Report must be submitted when the Contract is 90% complete. Templates for the Aboriginal Participation Plan and Participation Report are available on the web page referenced above. Click on the Information for contractors link.

The Aboriginal Participation Plan and Participation Report must also be submitted to the NSW Procurement Board.

4.3 Skills development and training

The Contractor's attention is drawn to the requirements of the NSW Government Procurement Guideline *Skills and Training in the Construction Industry*. The Guideline is attached to NSW Procurement Board Direction PBD 2016-02 - Construction apprenticeships, which is available on the ProcurePoint website.

The Contractor is required to meet the following targets:

Requirement	Target
Apprentice hours as a percentage of hours worked by qualified trades.	20% of hours worked
Trainee hours as a percentage of hours worked by occupations with recognised traineeships	20% of hours worked

From the Date of Contract until Completion, at intervals no greater than three months, the Contractor must provide reports to the Principal, giving details of the apprentices and trainees engaged on work under the Contract and demonstrating that the Contractor is meeting (or will meet at Completion) its commitments to skills development.

4.4 Not Used

4.5 Audit and review

Make available, on request, all records, including those of or relating to subcontractors or suppliers, relevant to compliance with requirements of the Contract, for the purposes of audit, review or surveillance. Provide all reasonable assistance during the audits or reviews including attendance by the Contractor.

Promptly implement effective corrective action on matters disclosed by audit or review.

4.6 Dilapidation Report

Carry out and submit a completed Dilapidation Report for the work areas, its surroundings and each property or asset adjacent to which the work is to be carried out. No works are to be started prior to the Dilapidation Report being submitted to the Principal.

Arrange for an inspection of any neighbouring and/or existing property and assets at a time that suits the owner (may be outside normal working hours). In the course of a single visit, recover all the information required to prepare the Dilapidation Report. The condition of the adjacent items prior to construction of the works is to be recorded.

The Dilapidation Report will take the form of a report with digital photographs and a video recording (on a DVD) of all the items within and adjacent to the work and also including both exterior and interior of neighbouring facilities, including tunnels and basements; all pits (including interiors). All photos in the report must be suitably labelled with a statement of the extent and severity of the defect, its exact location, street name, direction faced, and any other relevant comments annotated.

The Dilapidation Report must clearly state the exact location of the defects so that the records can be used efficiently on a later date by anyone. Video and still photography may be required is to be of sufficient high quality to show all defects clearly, and must be provided to the principal in a format compatible with DVD or generic media player.

Any cracks that are identified in the Dilapidation Report will be measured and marked with glass "tell tales" under the supervision of a structural engineer, engaged by the Contractor.

Comply with the (City of Sydney) Sydney Streets Technical Specifications B1. Preliminaries / General Version 3: 18.12.2013 Page 12, relevant for this project. Particular attention must be paid to the condition of basements, tunnels, and waterproofing membranes. Any evidence of leakage or water damage must be recorded.

4.7 Scope of Dilapidation Report

The Dilapidation Report must cover the following items as a minimum:

- The complete external facades at the ground and first storeys of all buildings immediately adjacent to and opposite the work site.
- Trees, shrubs and grasses;
- All existing street furniture and signage including seats, public telephones, post boxes, parking meters, and the like;
- All existing lighting poles, traffic poles and signs;
- All existing footpaths and kerbstones;
- All existing services and utilities where recording is possible;
- All existing pit covers that are to be reused;
- Interiors of all existing service pits;
- Traffic facilities, e.g. thresholds, speed humps etc.;
- Include particular reference to any infrastructure, which during the execution of the works the Contractor will be required to temporarily remove and reinstall or replace at a later date; and
- Inspect the interior of all existing services and utility pits with the relevant utility authority representative and record the outcome of the inspection.

Typically the Dilapidation Report is to include details of the following:

- Materials of construction;
- General condition of materials;
- Location and description of any defects including structural defects; and
- Location, sizes, and description of any cracking.

4.8 Record Of Damage

The Contractor is required to create a Record of Damage for the site. This is required to determine who is responsible for damage to any assets should matters be raised in the future. The Record of Damage must document any damage to property or assets within the extent of area occupied by the Contractor during the works, or affected by the works, including areas proposed for storage and floating of plant.

5 Site

5.1 Site access and limitations

5.2 Existing services

Preventing Unplanned Contact with Live Services

The Contractor is responsible for locating existing services, including underground essential services, and isolating them where necessary to prevent unplanned contact with live services. In doing so, the Contractor must comply with the NSW Government *Construction Work Code of Practice*.

Locating Existing Services

Before starting construction work:

- appoint a site manager to be responsible for locating and preventing unplanned contact with existing services; and

- establish and verify the precise locations of all underground and other existing services at the Site, and in areas adjacent to the Site that may be affected by the work under the Contract.

To locate existing services:

- obtain advice from Dial Before You Dig and the owners of the services;
- engage a services locator;
- examine the Site and surrounding areas for indications of services; and
- where any service is underground, use pot-holing (or equivalent non-destructive techniques) to locate the service.

Mark prominently on the Site the locations of all existing services. Document the locations of services on a site plan and provide a copy of the plan to each subcontractor before the subcontractor starts work on the Site.

Provide written confirmation to the Principal that these actions have been completed.

Isolation of Existing Services

Before undertaking any work involving cutting into, penetrating, or otherwise breaking into building fabric (floor, walls or ceiling), ensure the services are isolated in the relevant work area.

Wherever reasonably practical and with the prior approval of the Principal's Authorised Person, isolate electrical and gas services for the whole building where work is being carried out, before starting work on existing building services.

Notify the Principal's Authorised Person and the appropriate persons within the facility of any proposed disruption of services in sufficient time to enable affected personnel to be informed and any changes to operations to be made. Wherever possible, consult with the Principal's Authorised Person prior to issuing the notification.

Include in the notification:

- details of the service to be disrupted;
- the date and time that the disruption will commence;
- the estimated duration of the disruption and when the service will resume operation;
- the possible impact of the disruption (eg loss of power, loss of gas); and
- any other relevant information.

On completion of the work and the resumption of the services, check all penetrations for live or damaged services and give the following to the Principal's Authorised Person:

- a clearance certificate that affected utilities and equipment (eg heaters, boilers) have been tested and are functioning appropriately; and
- the name and phone number of a responsible person who can be contacted if problems are experienced with any of the affected utilities or equipment.

Dealing with Existing Services

Existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or damaged in the course of the Contract, must be dealt with as follows:

- if the service is to be continued: repair, divert, relocate as required;
- if the service is to be abandoned: cut and seal or disconnect and make safe as required;

Cost and Delay

Where an existing service obstructs the Works and requires diversion or relocation, the Contractor must bear all resulting costs and delays .

Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor shall bear all costs and any delays for repairing or disconnecting the service.

Notification

Notify the Principal immediately upon discovering services that obstruct the Works and are not shown in the Principal's Documents.

5.3 Work health and safety management**Design**

The Contractor must consult with the Principal's Authorised Person to identify any risks to health and safety arising from the design.

The Contractor must ensure, in carrying out the Design that, so far as is reasonably practicable, the structure and plant are designed to be without risks to anyone who constructs, uses, maintains, or demolishes the structure and plant.

When undertaking Design, the Contractor must carry out any calculations, analysis, testing or examination that may be necessary to eliminate or minimise risks. The Contractor must provide current relevant information on any risks arising from the Design to anyone who constructs the structure or plant.

The Contractor must provide a Safe Design Report for the designed structure and plant to record any hazards not eliminated in the design that may impose a risk to those constructing, using, maintaining or demolishing the structure and plant..

An up to date copy of the Safe Design Report must be provided to the Principal as a condition of each design submission and at *Completion*.

WHS Management Monthly Report

Submit, no later than the seventh (7th) day of each month, a WHS Management Monthly Report, detailing *Inspection*, testing and servicing activities, Internal reviews and Incident management and corrective action, and including the information listed below, as evidence of the implementation of the Project WHS Management Plan during the previous month.

As a minimum, the WHS Management Monthly Report must include the following information:

Contract Details

- Contract
- Contractor
- Contractor's representative
- Signature and Date
- Period Covered

Implementation of Inspection, testing and servicing procedures

Summary of WHS inspections and tests carried out for:

- plant and equipment
- incoming products
- work site conditions
- adherence to and completeness of Risk Assessments, Safe Work Method Statements and Site Safety Rules
- work site access and exits
- personal protective equipment

Implementation of Incident management and corrective action procedures

Details of:

- any WHS incidents or WHS issues, including non-compliance with WHS processes and procedures and near misses
- implementation of incident management
- implementation of corrective action
- WHS statistics for entire the Contract including:

	This Month	Total Cumulative
Number of Lost Time Injuries		
Number of Hours Worked		
Number of Hours Lost Due to Injury		
Lost Time Injury Frequency Rate LTIFR		
Number of WHS Management Audits		
Number of WHS Inspections		

Implementation of Internal Reviews

Details of internal reviews, including audits and inspections, undertaken to verify that on-site WHS processes and practices conform with the Project WHS Management Plan including:

- System element(s) and activities audited and/or reviewed
- Non-conformance(s), improvement(s) identified and corrective action(s) taken
- Details of auditors and reviewers and dates and durations of audits and reviews
- Copies of third party audit reports and details of the Contractor's responses to the reports.

Prohibition, Improvement, Non-disturbance and Penalty Notices

Immediately notify the Principal of any Prohibition, Improvement, Non-disturbance or Penalty Notice issued by WorkCover for any work under the Contract. Provide the Principal with a copy of the Notice and written details of the corrective action taken by the Contractor and/or the applicable subcontractor to rectify the breach and to prevent recurrence.

Electrical work

In compliance with clauses 154-156 of the *WHS Regulation 2011*, ensure that electrical work is not carried out on electrical equipment while the equipment is energised, except when, in accordance with clauses 157-162 of the *WHS Regulation*, it is necessary in the interests of health and safety that the electrical work be carried out on the equipment while the equipment is energised.

At the completion of electrical work, provide a Certificate of Compliance – Electrical Work (CCEW) signed by a licensed electrician, setting out details of the installation work that has been carried out and confirming that the work complies with AS/NZS 3000 and is suitable for its intended use.

Independent Certification of Formwork

Ensure that formwork complies with AS 3610-1995 *Formwork for Concrete* and is designed, constructed and maintained so as to support safely all loads that are to be placed on it.

The Contractor must ensure that, for both horizontal and vertical formwork, before a concrete pour where:

- the formwork surface is 3 metres or higher above the lowest surrounding; or
- the area of the formwork surface is 16 square metres or greater,

an independent qualified engineer inspects and certifies that the formwork complies with AS 3610-1995 *Formwork for Concrete*.

'Qualified engineer' means a person qualified for member grade of the Australian Institution of Engineers, having not less than 4 years post-qualification professional engineering experience in formwork.

The qualified engineer must not be a proprietor, director, officer, or employee either of the entity carrying out the formwork erection or a related entity. If the Contractor carries out the design of the formwork, then the qualified engineer must not be a proprietor, director, officer or employee either of the Contractor or a related entity to the Contractor.

The Contractor and any subcontractors involved must include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork, and they must be hold points in the Contractor's and subcontractors' Inspection and Test Plans.

Submit formwork certification before commencing the use of the formwork. Do not use the formwork before this certification is submitted.

5.4 Hazardous substances discovered unexpectedly on the Site

Working Hours

When the Contractor is required to decontaminate occupied Sites containing Contamination, all such decontamination must be carried out outside normal hours of occupation unless otherwise approved in writing by the Principal.

5.5 Asbestos removal

Requirement

Comply with the relevant statutory requirements, standards, codes and guidelines in respect of any asbestos removal work, including but not limited to:

- WorkCover Authority of NSW requirements
- Safe Work Australia Model Code of Practice *How to manage and control asbestos in the workplace*
- Safe Work Australia Model Code of Practice *How to safely remove asbestos*
- *Environmentally Hazardous Chemicals Act 1985* (NSW)
- *Waste Avoidance and Resource Recovery Act 2001* (NSW)
- WorkCover Guide *Managing Asbestos in or on Soil*

Comply with the requirements of any Asbestos Management Plan that applies to the Site or the building where removal is taking place.

Notification and Permit

Not less than 7 days prior to starting any asbestos removal work, notify the local office of WorkCover and the Principal of the intention to carry out that work.

If a licence is required for the asbestos removal work, then before the work starts, submit a copy of the current licence held by the entity that will undertake the work and a copy of any WorkCover permit required for the work.

Monitoring

Where required by law or by the Asbestos Management Plan applying to the Site, provide air monitoring by an independent asbestos assessor licensed by NSW WorkCover:

- on each day during asbestos removal, immediately before asbestos removal work starts; and
- on completion of each area where removal has been undertaken.

Clearance Certificate

Submit to the Principal a clearance certificate from an independent licensed asbestos assessor at the completion of the asbestos removal work.

5.6 Signboard and Hoarding

Parramatta Park is a place of congregation, including weekend and light night activity.

Business and After-hours access, general and amenity and security is of paramount importance.

Requirement

Before commencing any other work on the site, install secure hoarding around the entire perimeter of the site.

Complete the design of the hoarding, and certify the hoarding for structural adequacy at both the design stages and post-installation, including for stud arrangements, counterweights, timber structures, concrete structures, steel structures, wind and imposed loads, in accordance with AS4687.

Confirm the final location of the hoarding with the Principal. Coordinate access/ egress points to enable the safe and efficient operation of the site and to eliminate dismantling and re-erection as far as possible. When the site compound areas change, modify and reinstate the hoarding including between the different phases of the work.

The Contractor shall develop a draft scheme incorporating any project information before finalising any graphic layouts.

HOARDING TYPE: A, 2.1m high

Minimum requirements: suitable 17mm plywood, screwed or nailed to the hoarding frame, fitted with top and bottom capping rail and painted in the colour to be approved by the Principal.

Ensure the hoarding is properly supported with appropriately engineered counterweights, including around excavations and that it effectively restricts access to the construction site for non-authorised personnel.

Incorporate suitable and soft, self-closing pedestrian access points.

Incorporate suitable vehicular access points

The Contractor must:

- Manage, develop, supply and install coordinated way finding and directional signage for park users, integrated into the hoarding signage
- Keep the hoarding free of graffiti and damage;
- Manage, develop, and produce the schematic design for the Principal's consideration
- Confirm the hoarding and banner specification
- Develop the Project Information Board artwork
- Finalise the graphic design, supply and install hoarding banners digitally colour printed using UV (and outdoor) resistant inks which adhere to the hoarding substrate

The Principal will:

- Finalise images and text for the Graphic and Content Boards and provide it to the Contractor for incorporation into the schematic design;
- Supply the Contractor with logos, Project Information Board image and text.

5.7 Contract Program

The Contract Program required under clause 22 of the Contract must demonstrate how the Contractor will achieve Completion by the Contractual Completion Date.

(a) The Contract Program must:

- (i) be prepared as a computerised critical path method network using a precedence diagram method. The networks must not be constrained in a manner which prevents it reacting dynamically to change;
- (ii) identify all activities associated with the design and construction process together with the planned and actual progress of activities based on the physical work completed;

- (iii) be organised in a logical work breakdown structure which represents all activities to achieve Completion. The activities, structure and coding must follow a consistent and logical protocol;
- (iv) be detailed sufficiently to enable the Principal to plan, program and co-ordinate its obligations. The program must show the dates when the Contractor will require information, documents, materials or instructions from the Principal and the dates when the Contractor will provide information or documents to, or request information from, the Principal, taking account of the processes contemplated by the Contract. No provision, date, activity or reference contained in the Contract Program and associated documents shall constitute a notice for the purpose of any provision of the Contract nor shall it impose or imply any obligation on the Principal.
- (v) be based on a time scaled calendar in units of one week and identify working days, non-working days, shifts, statutory holidays, rostered days off, Christmas shutdown and any other shutdowns;
- (vi) identify labour, equipment and other resources on a resource chart linked to the programs;
- (vii) identify planned and actual progress by graphical representation where percentage of completion is calculated using the physical percent complete and not remaining or elapsed activity duration;
- (viii) break down all activities into periods of no greater than 4 weeks with sufficient details to allow accurate monitoring of the progress of the design and construction activities;
- (ix) identify the early start, late start, duration, Contractual Completion Date, inter-relationship and sequence of activities, identifying all activities which form part of the design and construction activities, the critical path and the float relating to activities not on the critical path;
- (x) include details on the derivation of activity durations from work method design and construction methodology, resources availability and allocation, activity sequencing and/or cycle times and any other inputs affecting activity durations;
- (xi) identify the work to be undertaken by the Contractor and its Subcontractors;
- (xii) identify the production of all design documentation including the time for supply of documentation and information to the Principal and the Independent Verifier;
- (xiii) identify all Consents required to be obtained from Authorities, including those required in relation to design documentation and construction documentation;
- (xiv) identify all activities associated with taking possession of the Project Site and decommissioning of existing plant, fixtures, fittings and equipment and necessary disposal;
- (xv) identify off site and on-site activities associated with the procurement, testing and commissioning of all plant, equipment or materials, including order dates, supply lead times and site delivery dates;

- (xvi) identify the award of all subcontracts related to the design and construction activities;
 - (xvii) identify all activities and events that have a significant bearing on the time required to complete the design and construction activities;
 - (xviii) include details on programming contingencies;
 - (xix) identify all staging and phases of the design and construction activities and all external interfaces that impact on the design and construction activities;
 - (xx) include details of all certifications required for the Contractor to comply with its obligations under the Contract; and
 - (xxi) be in hard copy form and in electronic form, include any other detail that the Principal reasonably requires and be accurate, comprehensive and complete in all respects.
- (b) The electronic form of the updated Contract Program must
- (i) be identical to the version that produced the hard copy submission;
 - (ii) include all activities, events, logic links and associated data to demonstrate overall completion logic;
 - (iii) incorporate working day calendars based upon expected hours of work for various groups of activities and be in accordance with the conditions of the Development Consent; and
 - (iv) be in native format that permits 100% data and format transfer with Primavera Works Management Planner (Engineering and Construction) Version 6 or later and allow interrogation by the Principal.
- (c) Each update of the Contract Program required under clause 22 of the Contract must be accompanied by a program narrative that explains how the program has been developed and includes an explanation of;
- (i) the strategy behind the updated Contract Program;
 - (ii) fundamental assumptions and key assumptions that determine the logic used;
 - (iii) cycle times and work sequences;
 - (iv) the deployment of equipment and labour;
 - (v) the production rates used in determining durations;
 - (vi) the project calendars, resource calendars and shifts assumed in determining durations;
 - (vii) the schedules of quantities used in developing the updated Contract Program;
 - (viii) critical path and other major constraints;
 - (ix) major long lead delivery items;
 - (x) internal and external constraints;

- (xi) mitigation measures that have been incorporated into the updated Contract Program; and
- (xii) mitigation measures that could be implemented in the case of delay.
- (d) The program narrative must be in sufficient detail to enable the durations, leads and lags in the logic diagram to be reconciled, substantiated and to justify any constraints that may exist within the logic diagram.

6 Environmental protection

6.1 Environmental management

Environmental Management Plan

Submit an Environmental Management Plan in accordance with clause 26A that complies with the current NSW Government *Environmental Management Systems Guidelines (EMS Guidelines)* and the Contractor's Management Plan section of this Preliminaries.. The *EMS Guidelines* are available on the ProcurePoint website.

Environmental Management Monthly Report

Submit an Environmental Management Monthly Report with each claim for payment, signed by the Contractor's representative and including the information specified below, as evidence of implementation of the Environmental Management Plan.

Contract details - the names of the Contract, Contractor and Contractor's representative, the report date and the period covered.

Implementation of environmental management - details of:

- the environmental risks and opportunities, and significant environmental impacts associated with the work;
- environmental objectives, targets and measures of performance (where practical); and
- management actions, including environmental controls, training, inspections and testing.

Implementation of incident management, including emergency response - details of all environmental incidents or emergencies, including non-compliance with environmental procedures and near misses, implementation of incident and emergency response management, and implementation of corrective action.

Implementation of reviews - details of internal reviews, audits and inspections undertaken to verify that on-site environmental processes and practices conform with the Environmental Management Plan, including:

- monitoring, measurement, evaluation and review of activities;
- the consequences of non-conformances;
- investigation, analysis, evaluation and follow-up verification; and
- corrective and preventive action taken.

Incident reports

Ensure compliance with the notification and other requirements of the *Protection of the Environment Operations Act 1997* (NSW) (*POEO Act*).

Immediately notify the Principal of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the POEO Act have been met, where applicable.

Report immediately the details of any waste removed from the Site and not disposed of at a lawful facility.

When requested, provide an incident investigation report, including identification of the cause of the incident and corrective actions taken, in the form directed.

6.2 Ecologically sustainable development

Requirement

Apply strategies to maximise the achievement of ecologically sustainable development in the design, construction and operation of the Works, including reducing pollutants, greenhouse gas emissions and demand on non-renewable resources such as energy sources and water.

Incorporate applicable strategies and objectives in the Environmental Management Plan.

Restricted timbers

Do not use the following timbers or their products for work under the Contract:

- rainforest timbers, unless certification is provided that they are plantation grown;
- timber from Australian high conservation forests.

6.3 Waste management

Requirement

Implement waste minimisation and management measures, including:

- recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical;
- separately collecting and streaming quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics, and offering them for recycling where practical.

Ensure that no waste from the Site is conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.

Monitoring

Monitor and record the volumes of waste and the methods and locations of disposal.

Submit a progress report every two months, and a summary report before Completion, on the implementation of waste management measures, including the total quantity of material purchased, the quantity purchased with recycled content, the total quantity of waste generated, the total quantity recycled, the total quantity disposed of and the method and location of disposal in the form of a Waste Recycling and Purchasing Report available on the ProcurePoint website.

With the Waste Recycling *and Purchasing Report*, submit waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.

6.4 Pest control

Do not use any chemical pesticides or termiticides for new construction work. Use preventive treatment by physical means to minimise the risk of pest infestations.

Chemical treatments may be used in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the National Registration Authority for Agricultural and Veterinary Chemicals and applied by a Pest Control Operator licensed by WorkCover.

Pest preventive methods must comply with AS 3660.1-2000 Protection of Buildings from Subterranean Termites (except for references to chemical soil barriers), as well as supplementary standards for existing buildings.

7 Materials and workmanship

7.1 Standards

Where the Contract requires compliance with a standard or Code, unless otherwise specified that Standard or Code shall be the one current at the Date of Completion.

Where the Contract refers to an Australian Standard it does not preclude the adoption of a relevant international standard unless such international standard is inconsistent with the relevant Australian Standard.

7.2 Cleaning up

All visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, at Completion.

7.3 Samples

Match any approved samples throughout the Works. Give notice before commencing work affected by samples unless the samples have been approved. Keep approved samples in good condition on the Site until Completion.

Samples required for approval are listed in Preliminaries schedule - **Schedule of Samples for Approval**.

7.4 Testing

Independent Testing Authority

Any testing required to be by an independent authority shall be carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

7.5 Proprietary items

Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.

The Contractor may offer an alternative to any proprietary item. Apply in writing for approval to use the alternative. The request must be accompanied by all available technical information and describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works.

Except to the extent that the approval, if any, of the Principal includes a contrary provision, the approval is deemed to include the conditions that:

- use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;
- the Contractor must indemnify the Principal against any increase in costs;
- use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

7.6 Plant and equipment details

Requirement

Submit the following details of Plant and Equipment listed prior to ordering:

- Stadium Lights
- Chiller Plant
- Kitchen equipment
- Video Scoreboards
- Ribbon boards
- AV equipment
- Playing Surface
- Smart Stadium Technology
- Stadium Seating
- Roofing / Façade material

8 Electronic Document & Contract Management System

8.1 Communications and Document Management system

The Contractor, must as soon as practicable from date of contract award, establish (including relevant licensing) an online document and contract communications management system, without limitation.

The Contractor must, arrange, manage, pay for and utilise an electronic system for this project, including for the Principal and its personnel.

The Contractor must ensure, for the duration of the works:

- Secure access is available from a web-based browser, supported by the Principal;
- Secure separation of communications is enabled between organisations, so confidentiality is maintained at all times;
- Current versions of documents and drawings (in both CAD and .pdf) are updated and loaded on the system, as soon as they become available;
- Previous versions of documents are not deleted and remain accessible;
- Integration with any system previously used by the Principal;
- Written communications can be facilitated, searched and accessed, as required.
- Maintain full operation throughout the works including throughout the post completion period and for 6 months beyond the final post-completion period.
- At Completion, provide the Principal with a full electronic version of the electronic records on a separate Solid State Hard-Disk Drive (SSD).

9 Contractor's Project Plans

The Contractor must submit updated drafts of the Contractor's Project Plans in accordance with the Contract and the Project Brief in accordance with the following schedule. In addition to the plans detailed below, the Contractor will also be required to prepare and update other Contractor's Project Plans as required by legislation, regulation, the Project Brief and the Contract.:

Description	Full Plan submission
Work Health and Safety Management Plan	30 Days after Contract Award
Community Engagement Plan	30 Days after Contract Award
Stakeholder Management Plan	30 Days after Contract Award
Environmental Management Plan	30 Days after Contract Award
Construction Management Plan	30 Days prior to commencement of any activities on the Site
Design Management Plan	30 Days after Contract Award
Demolition Management Plan	30 Days prior to commencement of any activities on the Site

Description	Full Plan submission
Construction Traffic Management Plan	30 Days after Contract Award
Risk Management Plan	30 Days after Contract Award
Quality Management Plan	30 Days after Contract Award
Industrial Relations management Plan	30 Days after Contract Award
Remediation Action Plan	30 Days prior to commencement of any activities on the Site
Completion Plan	9 months prior to the Contract Completion Date

9.1 Work Health and Safety Management Plan

- (a) The Contractor must develop, implement and maintain a Work Health and Safety (WHS) Management Plan, which identifies how the Contractor will pro-actively manage safety in all the Contractor's activities and comply with the requirements of the Contract and the NSW Government OHS Management System Guidelines.
- (b) WHS Management Plan must, as a minimum, address and detail:
 - (i) a WHS policy statement;
 - (ii) the WHS team organisation including:
 - (A) WHS personnel including Key Personnel;
 - (B) authorities and roles of WHS personnel including Key Personnel;
 - (C) lines of responsibility and communication; and
 - (D) interfaces with the overall project organisational structure.
 - (iii) notifications and registration requirements;
 - (iv) process of safety risk management and mitigation, or references to other documents that address safety, risk management and mitigation;
 - (v) emergency planning;
 - (vi) consultative processes;
 - (vii) prescribed and restricted occupations;
 - (viii) hazard identification and risk analysis processes;
 - (ix) hazardous substance management;

- (x) WHS training;
 - (xi) induction procedures for all workers before they commence on site;
 - (xii) safe work method processes and statements;
 - (xiii) Subcontractor controls;
 - (xiv) accident and incident recording, reporting, investigation and analysis including corrective action;
 - (xv) periodic team meetings to identify occupational health, safety and rehabilitation issues;
 - (xvi) site vehicle, equipment and plant movement plans and processes; and
 - (xvii) safety audits.
- (c) The WHS Management Plan must, as a minimum:
- (i) address safety in the design, documentation and specification of the Works and the Contractor's activities;
 - (ii) establish systems that ensure that health and safety issues will be identified, recorded and responded to throughout the performance of the Contractor's activities;
 - (iii) demonstrate the orderly management of health and safety throughout the performance of the Contractor's activities, and provide evidence that the Contractor has met its legal health and safety responsibilities;
 - (iv) establish procedures that ensure continuing involvement of the designers in the construction stages of the Works and must include, when applicable:
 - (A) health and safety implications of design elements of the Works;
 - (B) unforeseen risk eventualities resulting in substantial design change which might affect health and safety and resources; and
 - (C) health and safety implications of design where design work is carried out in stages.
 - (v) ensure that health and safety issues that are a function of or result from the Design Documentation form part of and are included in the health and safety assessment process for construction. These health and safety issues must be included in construction documentation and procedures to ensure that they are effectively managed during construction activities.
- (d) The WHS Management Plan must be further developed and updated:
- (i) to take into account changes in site conditions and work, generally accepted occupational health and safety and rehabilitation practices and changes in Law;
 - (ii) where reasonably requested or required by Project Director or any Authority;

- (e) the following risks are covered:
 - (i) Demolition;
 - (ii) Removal of Contaminated material;
 - (iii) Public/ Contractor interface including park users;
 - (iv) Traffic and Vehicles management and work close to transport corridors;
 - (v) Noise, Dust and Vibration;
 - (vi) Underground Services;
 - (vii) Formwork;
 - (viii) Heavy and overhead lifting;
 - (ix) Moving Plant and Machinery; and
 - (x) Deep Excavation and Working at heights.

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all work health and safety risks under the Contract;

- (f) Include a program indicating the timetable and resources allocated for Inspection, testing and servicing and Internal review (WHSMS Guidelines, elements 7 and 11); and
- (g) Nominate the resources allocated for Incident management and corrective action (WHSMS Guidelines, element 8).

9.2 Community Engagement Plan

- (a) The Contractor must develop, implement and maintain a Community Engagement Plan.
- (b) The Community Engagement Plan must:
 - (i) be informed by and sit within the State's Overarching Stakeholder and Community Engagement Strategy;
 - (ii) ensure alignment with the Contract Program;
 - (iii) describe ways that community interests and issues will be addressed; and
 - (iv) describe ways the community will be informed of design and project impacts;
- (c) The Contractor must ensure the communications and engagement process is robust and will:
 - (i) demonstrate a willingness to listen and consider community concerns;
 - (ii) provide high-quality information;
 - (iii) create opportunities for community feedback, where possible;
 - (iv) ensure participants are aware of what they can and cannot influence; and

- (v) respond to emergent issues and correct erroneous information in a timely fashion.
- (d) The Community Engagement Plan must, as a minimum, address and detail:
 - (i) the stakeholder and community engagement management team structure including:
 - (A) Key Personnel and other significant appointees;
 - (B) authority and roles of Key Personnel and other significant appointees;
 - (C) lines of responsibility and communication;
 - (D) minimum skill levels of each role; and
 - (E) interfaces with the overall project organisation structure including INSW.
 - (ii) principles and methodologies for proactive community engagement;
 - (iii) strategies for responding to and accommodating the reasonable expectations of the community;
 - (iv) community engagement and communication activities;
 - (v) in a schedule, the key issues which are likely to be of concern/interest to the community and how these issues will be managed proactively;
 - (vi) key messages to be used in the preparation of information materials and responding to enquiries and complaints;
 - (vii) communication and consultation tools to be used for keeping the stakeholders and community informed and to seek input on specific issues;
 - (viii) communication protocols and procedures, including those associated with approvals and handling enquiries from media and political representatives;
 - (ix) a strategy for communicating traffic and access changes and ensuring integration across the communications and traffic and transport management functions;
 - (x) processes for monitoring, evaluation and reporting; and
 - (xi) community engagement site induction information to be provided to the Contractor's personnel and the Subcontractor's personnel.
 - (xii) stakeholders who may be affected, messages that should be communicated and when they should be communicated.
- (e) When preparing the Community Engagement Plan, the Contractor may wish to consider, but not limit itself to, the following:
 - (i) the deployment of a Stakeholder and Community Relations Manager;
 - (ii) ongoing community liaison;
 - (iii) community meetings;

- (iv) public displays, local events and activities;
- (v) website and social media;
- (vi) complaints management;
- (vii) incident and crises management;
- (viii) media relations and events; and
- (ix) response to community representations.

9.3 Stakeholder Management Plan

- (a) The Contractor must develop, implement and maintain a Stakeholder Management Plan.
- (b) The Stakeholder Management Plan must:
 - (i) be informed by and sit within the Principal's Stakeholder and Community Engagement Strategy;
 - (ii) ensure alignment with the Contract Program;
 - (iii) describe ways that stakeholder issues will be addressed; and
 - (iv) describe ways stakeholders will be informed of design and project impacts.
- (c) The Contractor must ensure the communications and engagement is robust and will:
 - (i) demonstrate a willingness to listen and consider concerns;
 - (ii) provide high-quality information;
 - (iii) create opportunities for feedback, where possible;
 - (iv) ensure participants are aware of what they can and cannot influence; and
 - (v) respond to emergent issues and correct erroneous information in a timely fashion.
- (d) The Stakeholder Management Plan must, as a minimum, address and detail:
 - (i) the stakeholder management team structure including:
 - (A) Key Personnel and other significant appointees;
 - (B) authority and roles of Key Personnel and other significant appointees;
 - (C) lines of responsibility and communication;
 - (D) minimum skill levels of each role; and
 - (E) interfaces with the overall project organisation structure including INSW;
 - (ii) principles and methodologies for proactive stakeholder involvement;

- (iii) strategies for responding to and accommodating the reasonable expectations of stakeholders;
 - (iv) stakeholder communication activities;
 - (v) all stakeholders with an interest in, or directly affected by, the Project;
 - (vi) in a schedule, the key issues which are likely to be of concern/interest to stakeholders and how these issues will be managed proactively;
 - (vii) key messages to be used in the preparation of information materials and responding to enquiries and complaints;
 - (viii) communication and consultation tools to be used for keeping the stakeholders informed and to seek input on specific issues;
 - (ix) communication protocols and procedures, including those associated with approvals and handling enquiries from media and political representatives;
 - (x) processes for monitoring, evaluation and reporting; and
 - (xi) stakeholder site induction information to be provided to the Contractor's personnel and the Subcontractor's personnel.
- (e) When preparing the Stakeholder Management Plan, the Contractor may wish to consider, but not limit itself to, the following:
- (i) the deployment of a Stakeholder and Community Relations Manager;
 - (ii) stakeholder meetings;
 - (iii) Construction Site visits by external personnel;
 - (iv) incident and crisis management; and
 - (v) response to stakeholder representations.

9.4 Environmental Management Plan

- (a) The Contractor must develop, implement and maintain an Environmental Management Plan that must include, as a minimum:
- (i) identification of the statutory and other obligations which the Contractor is required to fulfil, including all licences, approvals, consultations and agreements required from Authorities and other stakeholders, and the key legislation and policies applying to the Project;
 - (ii) monitoring, inspection and test plans for all activities and environmental qualities which are important to the environmental performance of the Works and any other development activities, including a description of potential site impacts, performance criteria, specific tests and monitoring requirements, protocols and procedures;
 - (iii) steps to ensure compliance with all plans and procedures;
 - (iv) strategies for the management of carbon and energy, water resources, noise, water quality, access and traffic, groundwater, settlement, waste, removal and disposal, hydrology including flooding, visual screening, landscaping and rehabilitation, hazards and risks, and energy use, resource use and recycling; and

- (v) how the Contractor will comply with the environmental management requirements of the Contract and the Project Brief, at a standard that satisfies all relevant Authorities.
- (b) The Environmental Management Plan must, as a minimum:
 - (i) identify and assess the risk, provide protection from and mitigate any adverse environmental effect which may result from the performance of any component of the Contractor's activities;
 - (ii) define the environmental responsibilities of the Contractor and each position within the Contractor's management team;
 - (iii) include schedules of available resources, including personnel to deal with environmental incidents at all stages of the Project; and
 - (iv) address the need for environmental safeguards and the adoption of environmentally sensitive work practices during any of the Contractor's activities including, but not limited to, procedures for:
 - (A) on-going noise, water, air quality, vibration and groundwater monitoring and control;
 - (B) management measures to reduce noise levels;
 - (C) management measures to avoid, reduce, reuse and recycle waste;
 - (D) dust control including monitoring, mitigation and remedial actions;
 - (E) detection, treatment and disposal of contaminated materials and water;
 - (F) water quality control measures and facilities; and
 - (G) erosion and sediment control plans.
- (c) The Environmental Management Plan must be further developed and updated:
 - (i) to take into account changes to the environment or generally accepted environmental management practices, new risks to the environment, any pollution, contamination or changes in Law; and
 - (ii) where requested or required by the Department of Planning and Environment or any other Authority.

9.5 Construction Management Plan

- (a) The Contractor must develop, implement and maintain a Construction Management Plan, which identifies how the Contractor will comply with the requirements of the Contract.
- (b) The Construction Management Plan must, as a minimum, address and detail:
 - (i) the construction team organisational structure including:
 - (A) construction personnel including Key Personnel;
 - (B) authority and roles of construction personnel including Key Personnel;

- (C) roles and lines of responsibility and communication;
 - (D) the minimum skill levels of each role; and
 - (E) interfaces with overall project organisational structure.
 - (ii) how design performance and durability requirements are to be addressed and satisfied during construction;
 - (iii) construction methods and planned resource levels;
 - (iv) detailed staging diagrams to show visually how the Stadium Works will be built.
 - (v) technical specifications and construction standards applicable to each construction element and package;
 - (vi) construction program development, monitoring, review and management;
 - (vii) construction documentation applicable to each construction package;
 - (viii) processes for the development and management of work method statements;
 - (ix) processes for construction risk mitigation and management;
 - (x) access to the Site and to affected properties;
 - (xi) in a schedule, the necessary property works and utility service works;
 - (xii) processes for the development and storage of "As-Built" information and document requirements;
 - (xiii) provision of up-to-date information to the Principal's Authorised Person as required by the Contract;
 - (xiv) management of safety and incidents during construction, including reporting of incidents and near-misses;
 - (xv) interfaces with other Contractor's Project Plans;
 - (xvi) procurement and subcontractor management strategies;
 - (xvii) in a schedule, the required Approvals and certifications and a process and program for obtaining those Approvals and certification;
 - (xviii) safe processes for each element of work, and how outcomes in the Design Management Plan are to be incorporated into construction to ensure these outcomes are achieved; and
 - (xix) maintenance methods for temporary facilities and equipment to be used during construction.
- (c) The Construction Management Plan must be further developed and updated:
- (i) for changes in design or construction sequence, staging, methodology or resourcing;
 - (ii) to take into account progress of the Contractor's activities;

- (iii) for changes in access to the Site; and
- (iv) to take into account changes directed by the Principal under the Contract.

9.6 Design Management Plan

- (a) The Contractor must develop, implement and maintain a Design Management Plan that complies with the *QMS Guidelines* and which identifies how the Contractor will comply with the design requirements of the Contract.
- (b) The Design Management Plan must include a CADD Manual, which sets out the drawing standards, and protocols, which must be used by all designers preparing Design Documentation and Construction Documentation.
- (c) The Design Management Plan must, as a minimum, address and detail:
 - (i) the Contractor's design team organisational structure including:
 - (A) lead design personnel including Key Personnel;
 - (B) authority and roles of lead design personnel including Key Personnel;
 - (C) lines of responsibility and communication;
 - (D) the minimum skill and competency levels of each role; and
 - (E) relationships and interfaces with the overall project organisational structure.
 - (ii) design management processes including processes for the integration of relevant design disciplines into each area or element of work and communication between design teams;
 - (iii) design standards to be adopted for each design component and design package;
 - (iv) in a schedule, the design packages including the scope and package numbering;
 - (v) Design Development Program giving details of, the design review process, including the timing and Design Documentation to be provided for each design package;
 - (vi) the strategy for achieving compliance with all relevant codes and standards for accessibility;
 - (vii) design strategies for ensuring functionality, performance, durability, design life and fitness for purpose, survey and other requirements are met;
 - (viii) processes for design optimisation and value engineering having regard to innovation and whole of life cost;
 - (ix) processes for design risk assessment and design risk mitigation;
 - (x) processes for addressing the safe construction of the works through the design stage (safety in design principles within the design);
 - (xi) processes for identifying and incorporating utility services requirements and adjustments;

- (xii) processes for the development of specifications for the construction of all elements of the Works;
 - (xiii) processes for design development presentations including timing, level of documentation to be presented, presentation methods and feedback procedures;
 - (xiv) design management processes for the internal verification and certification of each design package and how integrated verification and certification will occur;
 - (xv) processes for the management of requests for information, modifications and updating of Design Documentation;
 - (xvi) processes for submission, certification, verification and storing of samples, prototypes, models and other similar submissions;
 - (xvii) design management processes for the review of proposed design changes and adjustments during construction to ensure the requirements of the Contract are met,;
 - (xviii) processes for ensuring that maintainability requirements have been addressed;
 - (xix) process for review and certification of IFC Design Documentation;
 - (xx) processes for the development of as built information; and
 - (xxi) interfaces with other Contractor's Project Plans.
- (d) The Design Management Plan must include the establishment of design packages. The design packaging selection must take into account:
- (i) the Project Brief;
 - (ii) the Concept Design;
 - (iii) the requirements of the Contract Program;
 - (iv) the design and construction processes and activities;
 - (v) the logical sequence of design definition;
 - (vi) the interfaces and inter-relationships between packages;
 - (vii) the identification and resolution of interfaces with the relevant Authorities;
 - (viii) the processes for managing the interface between design teams and between different design disciplines within the packages;
 - (ix) the transition of completed Design Documentation packages to IFC Design Documentation packages; and
 - (x) the roles, skills and competencies of the personnel proposed to undertake design work and the resources to be applied.
- (e) The Design Management Plan must be further developed and updated as necessary to address the design of new elements not covered by the existing Design Management Plan.

9.7 Demolition Management Plan

- (a) The Contractor must develop, implement and maintain a Demolition Management Plan which identifies how the Contractor will comply with the requirements of the Contract.
- (b) The Demolition Management Plan must, as a minimum, address and detail:
 - (i) the demolition team organisational structure including:
 - (A) construction personnel including Key Personnel;
 - (B) authority and roles of construction personnel including Key Personnel;
 - (C) roles and lines of responsibility and communication;
 - (D) the minimum skill levels of each role; and
 - (E) interfaces with overall project organisational structure.
 - (ii) demolition methods and planned resources
 - (iii) demolition program
 - (iv) processes for the development and management of work method statements;
 - (v) processes for risk mitigation and management;
 - (vi) access to the Site and to affected properties;
 - (vii) management of safety and incidents, including reporting of incidents and near-misses;
 - (viii) procurement and subcontractor management strategies; and
 - (ix) in a schedule, the required Approvals and certifications and a process and program for obtaining those Approvals and certification;
- (c) The Demolition Management Plan must be further developed and updated:
 - (i) for changes in design or construction sequence, staging, methodology or resourcing;
 - (ii) to take into account progress of the Contractor's activities;
 - (iii) for changes in access to the Project Site; and
 - (iv) to take into account Changes directed by the Principal under the Contract.

9.8 Construction Traffic and Management Plan

- (a) The Contractor must develop, implement and maintain a Construction Traffic Management Plan which identifies how the Contractor will comply with the traffic management and traffic safety requirements of the Contract.
- (b) The Construction Traffic Management Plan must contain a draft of all traffic control plans to be submitted for review.

- (c) Controlled copies of the Construction Traffic Management Plan must be issued to Project Director and the relevant construction, operation and maintenance staff of the Contractor.
- (d) The Construction Traffic Management Plan must be further developed and updated:
 - (i) to address changes in the design and construction processes;
 - (ii) for design and construction processes which the existing Construction Traffic Management Plan does not address;
 - (iii) to respond to any incidents or traffic disruptions arising from the Contractor's activities; and
 - (iv) to avoid recurrence of any identified risks to the safety of road users and the public.
- (e) The Construction Traffic Management Plan must provide for constant monitoring and review of the Contractor's activities to ensure continued compliance with the Traffic and Pedestrian Management Plan.
- (f) The Construction Traffic Management Plan must comply with the requirements of the Contract and the Project Brief and address the following key issues as a minimum:
 - (i) safety and amenity of road users and the public;
 - (ii) temporary lane or road closures, detours and other disruptions to public transport services and traffic flows including identification of additional traffic generated as a consequence of these disruptions;
 - (iii) access for people using the Precinct;
 - (iv) access for disabled persons, pedestrians, cyclists and public transport passengers;
 - (v) site security, site access;
 - (vi) signage, including:
 - (A) Project identification including signs to acknowledge Government initiatives;
 - (B) traffic (or road user) delay management;
 - (C) information signage, distance information and advance warning signs;
 - (D) speed limit signage; and
 - (E) changes to existing signage locations and provisions for emergency and incident response; and
 - (vii) frequency of inspections.

9.9 Risk Management Plan

- (a) The Contractor must develop, implement and maintain a Risk Management Plan which identifies how the Contractor will comply with the Risk Management Plan requirements of the Contract.

- (b) For the purposes of the Risk Management Plan, a risk is defined as any event or uncertainty that has the potential to impact the achievement of either the Principal's or the Contractor's objectives with regard to the Project.
- (c) The Risk Management Plan must be consistent with the requirements of Australian/New Zealand Standard AS/NZS ISO 31000:2009, Risk management - Principles and guidelines.
- (d) Risk identification and assessment by the Contractor must be a continuous process throughout the Project. The Contractor must report on identified risks and associated risk management matters as follows:
 - (i) in respect of monthly reporting associated with the status and progress of the design, construction and commissioning, include a summary of key risks (threats and opportunities) and corresponding current and planned risk treatments. Key risk reporting areas include but are not limited to:
 - (A) timely completion of the design (including intermediate milestones);
 - (B) status of risk management implementation; and
 - (C) achievement of project objectives including those associated with:
 - 1. operational outcomes;
 - 2. key stakeholders including the community;
 - 3. key interfaces; and
 - 4. environment and cultural heritage.
 - (ii) Where information is to be provided to the Principal for the purposes of decision making, justification or information, the Contractor must include all associated and relevant risk-related information pertaining to the particular matter.

9.10 Quality Management Plan

- (a) The Contractor must develop, implement and maintain a Quality Management Plan (Development Phase) in accordance with ISO 9001, which identifies how the Contractor will comply with the quality requirements of the Contract.
- (b) The Quality Management Plan must, as a minimum, address and detail:
 - (i) the Contractor's quality team organisational structure including:
 - (A) quality management personnel;
 - (B) authority and roles of quality management personnel;
 - (C) lines of responsibility and communication;
 - (D) the minimum skill levels of each role; and
 - (E) interfaces with the overall project organisational structure.
 - (ii) quality risk management and mitigation processes;

- (iii) how inspection, witnessing, monitoring and reporting will be undertaken;
 - (iv) procedures for the production, management and control of quality records;
 - (v) the Contractor's proposed design methodology and scope for the review and witnessing of the carrying out of the construction of the Works;
 - (vi) procedures in respect of non-conformances, improvement opportunities and the taking of corrective action, including reporting procedures;
 - (vii) auditing procedures for the Quality Management Plan; and
 - (viii) interfaces with other Contractor's Project Plans.
- (c) The Quality Management Plan must be further developed and updated to address:
- (i) changes in the design and construction process including the use of and development of new designs and materials; and
 - (ii) design and construction processes requiring documentation which the existing Quality Management Plan does not address.

9.11 Industrial Relations Management Plan

- (a) The Contractor must develop, implement, and maintain an Industrial Relations and Management Plan which identifies how the Contractor will comply with the Industrial Relations requirements of the Contract.
- (b) The Industrial Relations Management Plan must include arrangements for the Contractor's employees and the Contractor's Subcontractors' employees, including permanent, contract and casual staff.
- (c) The Industrial Relations Management Plan must cover, on an individual or collective basis as appropriate, selection, recruitment, termination, consultation, negotiation, discipline, grievance and welfare arrangements.

9.12 Remediation Action Plan

- (a) The Contractor must develop, implement, and maintain a Remediation Action Plan which identifies how the Contractor will comply with the contamination management requirements of the Contract and the Project Brief, at a standard that satisfies all relevant Authorities.
- (b) The Remediation Plan must be developed in accordance with the requirements of the following:
 - (i) Authorities:
 - (A) NSW Department of Planning and Environment; and
 - (B) NSW Environment Protection Authority;
 - (ii) Guidelines:
 - (A) DUAP Managing Land Contamination: Planning Guidelines - SEPP 55 Remediation of Land.
- (c) The Contractor must not commence any work upon the Project Site until the Contractor has:

- (i) received approval for the Remediation Action Plan from the relevant Authorities or have been advised by the relevant Authorities that such approval is not required; and
- (ii) provided a copy of such approval or advice (as the case may be) to Principal.

9.13 Completion Plan

- (a) The Contractor must develop, implement and maintain a Completion Plan which identifies how the Contractor will achieve Completion in accordance with the requirements of the Contract including how the Contractor will verify to the Principal that:
 - (i) all functional components have been tested, commissioned and operated to ensure that they are operating as intended and the Stadium Works has been designed and constructed in accordance with the applicable standards and codes;
 - (ii) the Stadium Works meet the requirements of the Contract; and
 - (iii) all statutory certifications of and Approvals in respect of all relevant systems have been obtained;
- (b) The Completion Plan must include:
 - (i) the Contractor's strategy for achieving Completion;
 - (ii) details of all activities the Contractor will and must undertake to achieve Completion;
 - (iii) details of the parties involved in achieving each of the Completion criteria and the Contractor's strategy for managing the interfaces between those various parties;
 - (iv) details of Contractor's dedicated Completion team including the names, roles and responsibilities of key personnel in this regard;
 - (v) details of each of the Completion criteria and Contractor's proposed methodology for achieving each of the Completion criteria;
 - (vi) details of each of the Completion tests including a methodology for the conduct of each test, details of the systems and parties involved in the conduct of each and the objectives of each test;
 - (vii) a documented procedure for reporting the conduct and outcome of all Completion Tests which must include details of the parties present at the tests and details of the area systems tested;
 - (viii) a list of all Approvals, certificates and permits required from all Authorities for the Project including details of which parties are responsible for obtaining such Approvals, certificates and permits, their status and the time at which they are required;
 - (ix) a list of all Approvals and certificates of compliance required for the Project and the time at which they are required;
 - (x) the manner in which the Contractor will involve the Principal in Completion;

- (xi) the Contractor's testing and commissioning methodology for:
 - (A) carrying out commissioning processes generally;
 - (B) confirming that all control systems including building management systems are in place, fully commissioned and operational;
 - (C) the method of recording and distribution of test results;
 - (D) success and failure metrics of each test;
 - (E) information nominating the scheduling frequency of all testing and commissioning activities; and
 - (F) testing schedules for all systems and infrastructure throughout the Stadium Complex including:
 - 1. a description of the nature and purpose of each test;
 - 2. the location at which each test is to be conducted; and
 - 3. identification of any tests where input and assistance is required from Other Contractors, Authorities and any other parties identified by the Contractor.
 - (xii) the process for testing and commissioning of all FF&E to ensure that they are ready for operation;
 - (xiii) confirmation that all warranties have been obtained or otherwise are in place; and
 - (xiv) a process for ensuring that all documentation that must be provided by the Contractor as a condition precedent to Completion has been completed and provided.
- (c) As part of the Completion Plan the Contractor must produce and keep updated a Completion Program. The Completion Program must:
- (i) clearly identify all activities associated with Completion together with planned timing and sequence of activities;
 - (ii) be sufficiently detailed to enable the Principal to plan, program and co-ordinate its obligations; and
 - (iii) be regularly updated to show planned versus actual progress and submitted to the Principal.
- (d) The Completion Test Plan must contain test and commissioning plans for all systems and services including:
- (i) electrical distribution network;
 - (ii) electrical services;
 - (iii) mechanical services;
 - (iv) central plant system;

- (v) power generation systems;
 - (vi) fire services;
 - (vii) evacuation systems;
 - (viii) duress systems;
 - (ix) security and access control services;
 - (x) CCTV systems;
 - (xi) hydraulic services;
 - (xii) food and beverage services;
 - (xiii) car park systems;
 - (xiv) audio visual systems;
 - (xv) communications systems;
 - (xvi) technology systems;
 - (xvii) integration between systems;
 - (xviii) telephony systems;
 - (xix) building envelope performance;
 - (xx) building management system;
 - (xxi) asset management system;
 - (xxii) signage and information system;
 - (xxiii) acoustics performance;
 - (xxiv) other systems and services that form part of the Stadium Complex.
- (e) Without limiting the Contractor's obligation to comply with the requirements under the Contract, the testing and commissioning aspects of the Completion Plan must comply with the following standards and codes of practice:
- (i) AS 1851-2005;
 - (ii) AS/NZS 3000:2007;
 - (iii) AS 2670:1990;
 - (iv) ISO 2631:2003;
 - (v) IEC 60268-16:2003;
 - (vi) AS/NZS 2460:2002;
 - (vii) NEBB Commissioning Codes; and
 - (viii) TAB Manual for Technicians;

- (ix) CIBSE Commissioning Codes:
- (A) Code A:1996 (2006) Air Distribution Systems;
 - (B) Code B: 2002 Boilers;
 - (C) Code C: 2001 Automatic Controls
 - (D) Code M: 2003 Commissioning Management;
 - (E) Code R: 2002 Refrigerant Systems; and
 - (F) Code W: 2003 Water Distribution Systems

10 Schedules to Preliminaries

10.1 Schedule of Samples for Approval

Requirement

Samples are required for the following items:

- Refer to the Project Brief

10.2 Schedule of Principal's Supplied Equipment

Requirement

Samples are required for the following items:

- Refer to the Project Brief

END OF SECTION – PRELIMINARIES

Schedule 18 - Third Party Agreements

Construction Licence between Principal and the Parramatta Park Trust

Construction Licence between Principal and Venues NSW

Schedule 19 - Document Submission Schedule

All documents referred to in the Project Brief as requiring the review or approval of the Principal

Schedule 20 - Site Access Schedule

PART A – SITE PLAN

PART B – SITE ACCESS DATES

The Site Access Dates are:

- (a) 30 March 2017 in respect of the pool site identified in blue on the Site plan set out in Part A of this Schedule 20; and
- (b) 2 January 2017 in respect of the remainder of the Site.

PART C – SITE ACCESS CONDITIONS

- o Compliance with all easements over the site including power lines
- o Ensuring Parramatta Park Trust access to the Old Kings Oval and southern car park at all times
- o Ensuring operational access to the swimming pool until 30 March 2017

Schedule 21 - Environmental Management Plan

Schedule 22 - Work Health and Safety Plan

See Environmental Management Plan - Schedule 21

Schedule 23 - Stakeholder Management and Community Engagement Plan

Schedule 24 – Construction Management Plan

Schedule 25 – Design Management Plan

Schedule 26 – Demolition Management Plan

Schedule 27 – Construction Traffic and Management Plan

Schedule 28 – Risk Management Plan

Schedule 29 – Quality Management Plan

Schedule 30 – Industrial Relations Management Plan

Schedule 31 – Not used

Schedule 32 - Completion Plan

Schedule 33 - Remediation Strategy

Schedule 34 - Certificates

Part A – Consultant’s Design Certificate

To: Infrastructure New South Wales and Venues New South Wales

From: **[Insert Consultant’s name]**
(ABN **[Insert Consultant’s ABN]**)
 (“**Consultant**”)

In accordance with the terms of clauses **[insert]** of the contract between the Principal and **[Insert Contractor’s name]** (ABN **[Insert Contractor’s ABN]**) (“**Contractor**”) dated **[insert date]** with respect to the Works, we certify that the attached *Design Documentation* prepared by or on behalf of the Contractor:

- (a) complies with all the requirements of the Contract, including the *Project Brief*, and
- (b) is documented to enable construction of the Works in compliance with the Contract.

Unless otherwise defined in this notice, capitalised terms have the meaning given to them in the Contract.

.....

Signed for and on behalf of
[Insert Consultant’s name]

Part B – Certificate of Completion

[ON PRINCIPAL'S LETTERHEAD]

[Insert date]

[Contractor]

[Address]

CERTIFICATE OF COMPLETION

Dear **[insert Contractor's Authorised Person]**

Contract for between [insert] and [insert] dated [insert] (reference [insert]) (the “Contract”)

Unless otherwise defined in this notice, capitalised terms have the meaning given to them in the Contract.

We refer to clause 65.5.1 of the Contract. We advise you that on **[insert date]** Completion was achieved. The Actual Completion is **[insert date]**.

Yours sincerely

.....

$$[\quad]$$

[Principal's Authorised Person]

Part C – Certificate of Final Completion

[ON PRINCIPAL'S LETTERHEAD]

[Insert date]

[Contractor]

[Address]

CERTIFICATE OF FINAL COMPLETION

Dear **[insert Contractor's Authorised Person]**

Contract for between [insert] and [insert] dated [insert] (reference [insert]) (the “Contract”)

Unless otherwise defined in this notice, capitalised terms have the meaning given to them in the Contract.

We refer to clause 67A.3 of the Contract. We advise you that on [insert date] *Final Completion* was achieved.

Yours sincerely

.....

[]

[Principal's Authorised Person]

Part D – Property Owner’s Certificate**(clause 37F)****This Deed Poll is in favour of** ☐**Infrastructure New South Wales** of *[insert address]* (ABN *[insert]*) (“**Principal**”)

and

Venues NSW of *[insert address]* (ABN *[insert]*) (“**Venues NSW**”),and their successors and permitted assigns (together, the **Beneficiaries**).PROPERTY ADDRESS: (“**Property**”)

- 1 I/We confirm that we are the registered owner/occupier/lessee of the Property.
- 2 I/We confirm that the following works have been carried out and completed on my/our property to my/our satisfaction:
 - (a) *[Insert description of works]* (“**Works**”)
- 3 I/We confirm that:
 - (a) the Works have been carried out to my/our satisfaction;
 - (b) the Property has been rehabilitated and all damage and degradation on it repaired to my/our satisfaction.
- 4 I/We release the Beneficiaries from all claims and actions (whether for damages or otherwise and howsoever arising) which I/we may have arising out of or in connection with the works referred to in section 1 above.

SIGNED as a Deed Poll**SIGNED, SEALED and DELIVERED** by
[insert name] in the presence of:_____
Signature of witness_____
Signature_____
Name of witness in full

Schedule 35 - Contractor Warranty Deed

Contractor Warranty Deed

Dated

Venues New South Wales ABN/ACN/ARBN [] ("Venues NSW")
Infrastructure New South Wales ABN85 031 302 516 ("Principal")
Lendlease Building Pty Ltd ACN 000 098 162 ("Contractor")
[] insert name and ABN/ACN/ARBN [] ("Guarantor")

Details

Parties		Venues NSW, Principal and Contractor
Venues NSW	Name	[insert]
	ABN/ACN/ARBN	[insert]
	Address	[insert]
	Email	[insert]
	Attention	[insert]
Principal	Name	Infrastructure New South Wales
	ABN/ACN/ARBN	85 031 302 516
	Address	Level 15, 167 Macquarie St, Sydney NSW 2000
	Email	+ 61 2 8016 0101
	Attention	
Contractor	Name	Lendlease Building Pty Ltd
	ABN/ACN/ARBN	000 098 162
	Address	Level 14, Tower Three, International Towers Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000
	Email	
	Attention	
Recitals	A	The Principal has entered into the Contract with the Contractor for the demolition of the existing Pirtek Stadium and the design and construction of a new 30,000 seat stadium on the Site (" Western Sydney Stadium ").
	B	Upon completion of the Works, Venues NSW will become the owner and operator of the Works.
	C	Venues NSW, the Principal and the Contractor wish to set out additional obligations that the Contractor will owe Venues NSW directly, and make certain arrangements relating to the Contract.
Date of deed	See Signing page	
Governing law	New South Wales	

General terms

1 Definitions and Interpretation

1.1 Definitions

In this deed the following words and expressions have the meanings set out below:

Authorised Officer means, in respect of a party, a director or secretary of the party or another person appointed by the party to act as an Authorised Officer under this deed.

Contract means the contract between the Principal and the Contractor dated **[insert]** for the Works.

Details means the section of this deed headed Details.

Related Body Corporate has the meaning it has in the *Corporations Act 2001* (Cth).

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this deed:

- (a) the singular includes the plural and vice versa;
- (a) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (b) a reference to a document also includes any variation, replacement or novation of it;
- (c) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as” or similar expressions;
- (d) a reference to “person” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (e) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) a reference to a time of day is a reference to Sydney time;
- (g) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (h) a reference to “law” includes common law, principles of equity and legislation (including regulations);
- (i) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (j) a reference to “regulations” includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (k) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;

- (l) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;
- (m) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (n) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (o) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day; and
- (p) if a day on which a party must do something under this deed is not a Business Day, the party must do it on the next Business Day.

1.3 Terms defined in Contract

Unless the contrary intention appears, a term which has a defined meaning in the Contract has the same meaning when used in this deed.

1.4 Inconsistent documents

If a provision of this deed is inconsistent with a provision of the Contract, the provisions of this deed prevail to the extent of the inconsistency.

1.5 Joint and several liability

Where the Contractor comprises two or more entities, each of them is jointly and severally liable for all of the Contractor's liabilities and obligations under the Contract.

2 Commencement

This deed shall become effective on the date this deed is executed by the Contractor and is effective whether or not executed by Venues NSW or the Principal.

3 Warranties

3.1 Contractor warranties

- (a) The Contractor warrants and guarantees to Venues NSW that:
 - (i) it will carry out the work in connection with the Contract and perform its obligations under the Contract in accordance with the Contract; and
 - (ii) the Works will:
 - (A) comply with the Contract;
 - (B) be fit for their intended purpose;
 - (C) comply with all Statutory Requirements; and
 - (D) at the Actual Completion Date and at all times thereafter, meet or exceed the design life standards specified in the Project Brief.
- (b) The Contractor gives to Venues NSW the benefit of the same warranties, guarantees, undertakings and indemnities that it has given to the Principal under the Contract.

3.2 Additional obligations

The obligations of the Contractor under this deed are additional to and do not derogate or replace the obligations of the Contractor under the Contract.

4 Liquidated Damages

4.1 Acknowledgment

- (a) The Contractor and Venues NSW acknowledge and agree that:
 - (i) the Principal is the party responsible for procuring the Western Sydney Stadium project on behalf of the State of New South Wales;
 - (ii) following Completion of the Works, Venues NSW will become the owner and operator of the Works;
 - (iii) Venues NSW will suffer loss in the event that the Contractor fails to achieve Completion by the Contractual Completion Date; and
 - (iv) the liquidated damages payable by the Contractor under clause 51 of the Contract are a genuine pre-estimate of the loss that Venues NSW will suffer in the event the Contractor fails to achieve Completion by the Contractual Completion Date (including in respect of liability to tenants and other users of the Works).

4.2 Payment of liquidated damages by the Contractor

- (a) The Contractor acknowledges and agrees that:
 - (i) the Principal may recover liquidated damages from the Contractor pursuant to clause 51 of the Contract on behalf of Venues NSW; and
 - (ii) the Contractor must pay to Venues NSW the amount of liquidated damages payable under the Contract on demand, except to the extent that the Contractor has already paid the Principal the amount of such liquidated damages under the Contract.

4.3 Other relief

If it is determined that the Contractor's liability to pay the liquidated damages under the Contract or this deed is deemed to be or becomes, void, invalid or unenforceable for any reason (including because such liquidated damages are a penalty), the Contractor indemnifies Venues NSW for any Loss suffered or incurred by Venues NSW arising out of or in connection with the Contractor's failure to achieve Completion by the Contractual Completion Date.

5 Liability

- (a) The liability of the Contractor under this deed is not affected by the Principal exercising or refraining from exercising any or all of its rights against the Contractor under the Contract, at law or in equity.
- (b) Any information provided to, and any inspection undertaken by, the Principal or any person authorised by the Principal will not:
 - (i) limit or discharge the obligations of the Contractor under the Contract; or
 - (ii) relieve the Contractor from any liability which it may have in respect of any defect or default in or relating to the Works under the Contract.

6 Limit of liability

- (a) Notwithstanding any other provision of this deed:
 - (i) the obligations of the Contractor to Venues NSW shall be the same as the obligations which the Contractor owes to the Principal under the Contract;

- (ii) the provisions of clauses 26.8 and 26.9 of the Contract shall apply to the aggregate liability of:
 - (A) the Contractor to the Principal under the Contract;
 - (B) the Contractor to Venues NSW under the indemnities referred to in clause 11A of the Contract; and
 - (C) the Contractor to Venues NSW under this deed;
 - (iii) Venues NSW shall not be entitled to recover against the Contractor in respect of any Loss under or in respect of this deed that has already been recovered from the Contractor by the Principal under or in respect of the Contract, and the Principal shall not be entitled to recover against the Contractor in respect of any Loss under or in respect of the Contract that has already been recovered from the Contractor by Venues NSW under or in respect of this deed; and
 - (iv) the provisions of clause 26.10 of the Contract shall apply in respect of any liability of the Contractor to Venues NSW under this deed;
-

7 Representations and warranties

7.1 General representations and warranties

The Contractor represents and warrants to the Principal and Venues NSW that:

- (a) **(incorporation)** it is validly incorporated and has the power to carry on its business as it is now being conducted;
 - (b) **(power)** it has the power to enter into and perform its obligations under this deed;
 - (c) **(authority)** it has taken all action which is necessary to authorise the entry into and performance of its obligations under this deed and; and
 - (d) **(binding obligations)** this deed contains legal, valid and binding obligations, enforceable in accordance with its terms.
-

8 GST

8.1 Consideration GST exclusive

Unless expressly stated otherwise in this deed, all amounts payable or consideration to be provided under this deed are exclusive of GST.

8.2 Payment of GST

If GST is payable on any supply made under this deed, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 8.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

8.3 Reimbursements

If a party is required under this deed to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

8.4 Calculation of payments

If an amount payable under this deed is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

8.5 Interpretation

For the purposes of this clause 8:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 8;
- (b) “**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

9 Notices and other communications

9.1 Form - all communications

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

9.2 Form - communications sent by email

- (a) Communications sent by email need not be marked for attention in the way stated in clause 9.1. However, the email must state the first and last name of the sender.
- (b) Communications sent by email are taken to be signed by the named sender.

9.3 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid ordinary post (airmail, if appropriate) to the address set out or referred to in the Details; or
- (c) sent by email to the address set out or referred to in the Details.

However, if the intended recipient has notified a changed address, then communications must be to that address.

9.4 When effective

Communications take effect from the time they are received or taken to be received under clause 9.5 (whichever happens first) unless a later time is specified.

9.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

9.6 Receipt outside business hours

Despite anything else in this clause 9, if communications are received or taken to be received under clause 9.5 after 5.00pm on a Business Day or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day. For the purposes of this clause, the place in the definition of Business Day is taken to be the place specified in the Details as the address of the recipient and the time of receipt is the time in that place.

10 Assignment**10.1 No assignment by Contractor**

The Contractor may not assign or otherwise deal with its rights under this deed or allow any interest in them to arise or to be varied without the prior written consent of the Principal (which may be given or withheld in its absolute discretion).

10.2 Assignment by Principal

The Principal may assign or otherwise deal with its rights under this deed in any way it considers appropriate. If the Principal does this, neither the Contractor nor the Subcontractor may claim against any assignee (or any other person who has an interest in this deed) any right of set-off or other rights the Contractor or the Subcontractor has against the Principal.

10.3 Assignment by Venues NSW

Venues NSW may assign or otherwise deal with its rights under this deed in any way it considers appropriate. If Venues NSW does this, neither the Contractor nor the Principal may claim against any assignee (or any other person who has an interest in this deed) any right of set-off or other rights the Contractor or the Principal has against Venues NSW.

11 General**11.1 Costs**

The parties agree to pay their own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this deed and of other related documentation, except stamp duty.

11.2 Stamp duty

The Contractor agrees to pay all stamp duty (including fines and penalties) chargeable, payable or assessed in relation to this deed and any transaction contemplated by it.

11.3 Governing law

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

11.4 Counterparts

This deed may be executed in counterparts. All counterparts when taken together constitute one document and the date on which the last counterpart is executed will be the date of the deed.

11.5 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

11.6 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on this deed or any part of it.

11.7 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject.

11.8 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

11.9 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

11.10 Confidentiality

Each party agrees not to disclose information provided by another party that is not publicly available except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed; or
- (b) to officers, employees, legal and other advisers and auditors of any party; or
- (c) to any party to this deed or any Related Body Corporate of any party to this deed, provided the recipient agrees to act consistently with this clause; or
- (d) with the consent of the party who provided the information; or
- (e) as allowed by any law or stock exchange.

EXECUTED as a deed

Signing page

DATED

SIGNED by)

)
as attorney for **LENDLEASE BUILDING**)
PTY LTD under power of attorney dated)
1 September 2016, who declares that)
the attorney has not received any notice)
of the revocation of such power of)
attorney, in the presence of:)

.....
Signature of attorney

.....)
Signature of witness)

.....)
Name of witness (block letters)

Signed sealed and delivered by)

)
as Chief Executive Officer of)
Infrastructure NSW pursuant to the)
Infrastructure NSW Act 2011)
in the presence of)

.....)
Signature of witness)

.....
Signature

.....)
Name of witness (block letters)

SIGNED by **[VENUES NSW'S
AUTHORISED REP]** as authorised
representative for **[VENUES NSW]** in
the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
By executing this document the
signatory warrants that the signatory is
duly authorised to execute this
document on behalf of **[VENUES NSW]**

Schedule 36 - Deed of Release

This Deed Poll is in favour of ☐

Infrastructure New South Wales of [insert address] (ABN [insert]) ("Principal")

and

Venues NSW of [insert address] (ABN [insert]) ("Venues NSW"),

and their successors and permitted assigns (together, the **Beneficiaries**).

THIS DEED OF RELEASE IS EXECUTED on [insert date]

BY ☐ [insert Contractor's Name] of [insert Contractor's address].

RECITALS

- A. By contract dated [insert date] between the Contractor and the Principal, ("**Contract**"), the Contractor agreed to perform the Works.
- B. Pursuant to clause [67A.2] of the Contract, the Contractor must execute and deliver to the Principal a deed of release once it considers the Works have achieved *Final Completion*.

THE CONTRACTOR AGREES

- 1 The Contractor warrants to the Beneficiaries that it has lodged with the Principal all *Claims* that it has which arise out of or in connection with the Contract, the execution of the work in connection with the Contract or associated with the Works and those *Claims* have been satisfied in full by the Principal.
- 2 The Contractor releases and forever discharges the Beneficiaries from all causes of action, proceedings, claims or demands which it has or may in the future have against the Beneficiaries arising out of or in connection with the Contract, the execution of the work in connection with the Contract or associated with the Works (**Claims**).
- 3 The Contractor acknowledges that the Principal will issue a *Certificate of Final Completion* pursuant to clause [67A.3] in reliance on the warranties and releases contained in this deed.
- 4 This deed may be pleaded by the Beneficiaries as a bar to any *Claims*.
- 5 The release under this deed does not apply to:
 - (a) claims the Contractor has already made in writing against the Principal as at the date of this deed;
 - (b) claims in relation to the Contractor's entitlement to the return of the *Undertakings* pursuant to the Contract;
 - (c) the extent that the grant of the release would prevent the Contractor from enforcing its rights under any policy of insurance required to be effected under the Contract; or
 - (d) prevent the Contractor from:
 - (i) raising a defence, or any cross-claim or counter-claim by way of a defence, to any claim brought against the Contractor by a Beneficiary; or

- (ii) making any claim against a Beneficiary arising solely from a third party claim first brought against or communicated to the Contractor after the date of this deed.

6 Unless the context otherwise requires, defined terms used but not defined in this deed have the same meaning as defined in the Contract.

EXECUTED as a deed.

EXECUTED by **[CONTRACTOR]** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its directors:

Signature of director

Name of director (block letters)

Signature of director/company secretary*

*delete whichever is not applicable

Name of director/company secretary*
(block letters)
*delete whichever is not applicable

Schedule 37 - Consultant's Deed of Covenant

This Deed Poll is in favour of ☐

Infrastructure New South Wales of [insert address] (ABN [insert]) ("Principal")

and

Venues NSW of [insert address] (ABN [insert]) ("Venues NSW"),

and their successors and permitted assigns (together, the **Beneficiaries**).

Recitals

- A The Principal has engaged [Insert Contractor's name] (ABN [Insert Contractor's ABN]) of [Insert Contractor's address] ("Contractor") to carry out certain works for the Principal by contract dated [insert date] ("Contract").
- B The Contractor has engaged [Insert Consultant's name] ("Consultant") to carry out the design work specified in the Schedule for the purposes of its obligations under the Contract ("Design Work").
- C Under the Contract the Contractor is required to procure the Consultant to execute this deed poll in favour of the Beneficiaries.

Operative

1 Duty of care

The Designer warrants to the Beneficiaries that in performing the Design Work and in providing any certificate under clause [insert] of the Contract:

- (a) it will owe a duty of care to the Beneficiaries;
- (b) it will exercise reasonable skill and care; and
- (c) it is aware that the Beneficiaries will be relying upon the skill and judgement of the Consultant in performing the Design Work.

2 Governing law and jurisdiction

This deed poll will be construed in accordance with the law of New South Wales and the Consultant irrevocably submits to the jurisdiction of the Courts of New South Wales.

Executed as a deed poll

EXECUTED by **[CONTRACTOR]** in)
 accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
 authority of its directors:)

Signature of director

Name of director (block letters)

Signature of director/company secretary*

*delete whichever is not applicable

Name of director/company secretary*
(block letters)

*delete whichever is not applicable

SCHEDULE

[insert description of design work]

Schedule 38 – Information Documents

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A1	433047-GA-109(126)_2.pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A2	433047-GA-109(126).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A3	433047-GA-106(128).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A4	433047-GA-107(129).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A5	433047-GA-109(132).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A6	433047-GA-110(134).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A7	433047-GA-112(136).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A8	433047-GA-115(127).pdf	1	1

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99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A9	433047-GA-115(139).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A10	433047-GA-117(142).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A11	433047-GA-200(156).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A12	433047-GA-201(159).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A13	433047-GA-205(164).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Available Architectural Drawings			A14	433047-GA-700(207).pdf	1	1
99.01 Information Documents (zip folder)	As Built Drawings	Peramatta Stadium Seixting AS			A15	Architectural_As Built_Binder.pdf	1	52
99.01 Information Documents (zip folder)	As Built Drawings	Peramatta Stadium Seixting AS			A16	Electrical_As Built_Binder.pdf	1	30
99.01 Information Documents (zip folder)	As Built Drawings	Peramatta Stadium Seixting AS			A17	Hydraulic_As Built_Binder.pdf	1	10

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	As Built Drawings	Parramatta Stadium Seating AS			A18	Mechanical As Built Binder .pdf	1	13
Documents (zip folder)	As Built Drawings	Parramatta Stadium Seating AS			A19	Structural As Built Binder .pdf	1	22
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C1	L001 (Waste Classification Pirtek Stadium, Parramatta, NSW - Rev 0).pdf	1	36
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C2	L02 Stand Upgrade Material Assessment Summary (Rev 0).pdf	1	56
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C3	L02 Stand Upgrade Material Assessment Summary (Rev 1).pdf	1	57
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C4	L03 HVC route Material Assessment (Rev 0).pdf	1	35
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C5	L04 South Stand material assessment (Rev 0).pdf	1	99
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C6	L05 west carpark material assessment (Rev 0).pdf	1	61
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C7	L06 practice field ACM management advice (Rev 0).pdf	1	12
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta	Previous consultant reports		C8	E27070KH2 rpt Parramatta Stadium .pdf	1	167

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99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta	Previous consultant reports		C9	E27070KH2rpt2 Parramatta Stadium Asbestos Screening.pdf	1	102
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta	Previous consultant reports		C10	E27070KHrpt Parramatta.pdf	1	157
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta	Previous consultant reports		C11	Phil Clifton_HazMat Report_Pirtek.pdf	1	27
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta	Previous consultant reports		C12	R489758.pdf	1	3
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta	Previous consultant reports		C13	WSP Geo Tech Report May 2007.pdf	1	63
99.01 Information Documents (zip folder)	Condition Report	JBS&G Parramatta			C14	R01 AMP - Pirtek Stadium and Surrounds_Rev 1_.pdf	1	28
99.01 Information Documents (zip folder)	EIS				E1	WSS EIS Volume 1.0 Main report.pdf	1	328
99.01 Information Documents (zip folder)	EIS				E2	WSS EIS Volume 1 AppA SEARs.pdf	1	8
99.01 Information Documents (zip folder)	EIS				E3	WSS EIS Volume 1 AppB concept drawings.pdf	1	20

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99.01 Information Documents (zip folder)	ES				E4	WSS ES Volume 1 App C design guidelines.pdf	1	48
99.01 Information Documents (zip folder)	ES				E5	WSS ES Volume 2 App D consultation.pdf	1	22
99.01 Information Documents (zip folder)	ES				E6	WSS ES Volume 2 App E visual.pdf	1	64
99.01 Information Documents (zip folder)	ES				E7	WSS ES Volume 2 App F traffic.pdf	1	74
99.01 Information Documents (zip folder)	ES				E8	WSS ES Volume 2 App G noise.pdf	1	122
99.01 Information Documents (zip folder)	ES				E9	WSS ES Volume 2 App H Aboriginal heritage.pdf	1	180
99.01 Information Documents (zip folder)	ES				E10	WSS ES Volume 2 App I historic heritage.pdf	1	184
99.01 Information Documents (zip folder)	ES				E11	WSS ES Volume 3 App J biodiversity.pdf	1	75
99.01 Information Documents (zip folder)	ES				E12	WSS ES Volume 3 App K ESA.pdf	1	736

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99.01 Information Documents (zip folder)	EIS				E13	WSS ES Volume 3 AppL drainage and flooding.pdf	1	45
99.01 Information Documents (zip folder)	EIS				E14	WSS ES Volume 3 AppM air quality.pdf	1	28
99.01 Information Documents (zip folder)	EIS				E15	WSS ES Volume 3 AppN socioecon.pdf	1	70
99.01 Information Documents (zip folder)	EIS				E16	WSS ES Volume 3 AppO Infrastructure.pdf	1	74
99.01 Information Documents (zip folder)	EIS				E17	WSS ES Volume 3 AppP waste.pdf	1	28
99.01 Information Documents (zip folder)	EIS				E18	WSS ES Volume 3 AppQ CIV.pdf	1	10
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S1	13-03-26 Training Field.pdf	1	6
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S2	08041-2 - BMA Survey - Training Field.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S3	08041-2_LTYPE.shx	1	-

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99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S4	08041-2.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S5	08041-3 - Stadium South.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S6	08041-3.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S7	08041-4 (Stadium-south) (2).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S8	08041-4 new_LTYPE.shx	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S9	08041-4 new.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S10	08041-4-A.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S11	08041-4.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S12	08041-6-A-GF-EAST - East Boundary.pdf	1	1

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99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S13	08041-6-C-ELECTRICITY (sheet4).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S14	08041-6-C-GAS (sheet2).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S15	08041-6-C-SERVICE PLAN - Stadium Land.pdf	1	6
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S16	08041-6-C-SEWER (sheet3).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S17	08041-6-C-STORMWATER (sheet1).pdf	1	6
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S18	08041-6-C-TELECOMMUNICATION-OPTICAL FIBRE & CCTV (sheet5).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S19	08041-6-C-WATER & FIRE SERVICE (sheet6).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S20	08041-6-C.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S21	08041-7.dwg	1	-

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99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S22	08041-8 (DETAIL O'CONNELL ST) ENTRANCE.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S23	08041-8.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S24	08041-9 - Stadium South (2).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S25	08041-9.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S26	20306-Nth-Parramatta-GDA94 2.56.ecw	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S27	Car Park Extension - Civil Design Drawings.pdf	1	7
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S28	CarparkSurvey.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S29	DWG To PDF.pc3	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S30	PR132366 Parramatta Stadium Combined DS001 (TRIANGLES) (1).dwg	1	-

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99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S31	PR132366 Parramatta Stadium West Detail Survey DS001 (2D).zip	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S32	PR132366 Parramatta Stadium West DS001 (TRIANGLES).dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S33	PR132366 Parramatta Stadium West DS001.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S34	PR132366_Photo Mapping (Aerial 2d).pdf	1	2
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S35	PR132366_Photo mapping_WithAerial.dwg	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S36	PR132366_Photo mapping_WithAerial.txt	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S37	RPS_Pens.ctb	1	-
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S38	SITE BOUNDARY_A004.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	Boundary Survey - Easements (D)			S39	Structural_As Built_Binder-Parramatta Stadium.pdf	1	22

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall		S40	10720207.PDF	1	-
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	AA PT Power tel	S41	53016876.pdf	1	6
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	AA PT Power tel	S42	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Endeavour Energy	S43	53016878_CoverLetter - Transmission North.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Endeavour Energy	S44	53016878_Transmission North.pdf	1	14
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Endeavour Energy	S45	DBYD Excavation Disclaimer.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Endeavour Energy	S46	DBYD_Area Too Large Cancellation.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Endeavour Energy	S47	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Jemena	S48	High_Pressure_Gas_Coversheet_Jemena.pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Jemena	S49	M3D.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Jemena	S50	M6B.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Jemena	S51	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Jemena	S52	P1C.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Jemena	S53	P4A.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Nextgen	S54	53016875_CoverLetter.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Nextgen	S55	53016875_Nextgen 3rd Party Duct.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Nextgen	S56	53016875_Nextgen Cable.pdf	1	11
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Nextgen	S57	Microsoft Outlook - Memo Style.pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Optus	S58	53016880_lof Underground Cable .pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Optus	S59	Cover Letter IDF .pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Optus	S60	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Optus	S61	53016880_Cable Optus Underground .pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Optus	S62	Cover Letter Positive.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Optus	S63	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	PIPE Networks	S64	53016877 .pdf	1	18
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	PIPE Networks	S65	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	PIPE Networks	S66	T DBYD Positive .pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S67	10720207.GIF	1	-
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S68	Microsoft Outlook - Memo Style.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S69	vv0742_7a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S70	vv1092_10a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S71	vv1093_9d_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S72	vv1094_6c_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S73	vv1105_10a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S74	vv2108_5a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	RMS	S75	vv2736_6a_ins.pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Soul Aust Communication	S76	53016883.gif	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Soul Aust Communication	S77	Microsoft Outlook - Memo Style.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Sydney Water	S78	Guide_to_Sydney_Water_DBYD_Plans.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Sydney Water	S79	Important_information_SW_DBYD_Plans.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Sydney Water	S80	MAP_5301688210720207.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Sydney Water	S81	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Telstra	S82	53016879.dwf	1	-
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Telstra	S83	Microsoft Outlook - Memo Style.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Telstra	S84	NSW CENT_Accredited Plant Locators V2.pdf	1	7

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Telstra	S85	Telstra Duty of Care v21.pdf	1	7
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Telstra	S86	Telstra Map Legend v3.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Verizon	S87	10720207.GIF	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Verizon	S88	DB41UD Response.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Verizon	S89	Microsoft Outlook - Memo Style.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Verizon	S90	PARAMATTA SOUTH (1-8).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160520 - overall	Verizon	S91	PARAMATTA SOUTH (2-8).pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	AAPT Powerline	S92	10724112.PDF	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	AAPT Powerline	S93	53036301.pdf	1	3

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	AA PT Power tel	S94	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Endeavour Energy	S95	2 Microsoft Outlook - Memo Style .pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Endeavour Energy	S96	53036302_CoverLetter - Transmission North.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Endeavour Energy	S97	53036302_FB_1 of 2.PDF	1	8
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Endeavour Energy	S98	53036302_FB_2 of 2.PDF	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Endeavour Energy	S99	53036302_Transmission North.pdf	1	10
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Endeavour Energy	S100	DBYD Excavation Disclaimer.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Endeavour Energy	S101	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Jemena	S102	High_Pressure_Gas_Coversheet_Jemena.pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Jemena	S103	M3D.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Jemena	S104	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Jemena	S105	P1C.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Nextgen	S106	53036300_CoverLetter.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Nextgen	S107	53036300_Nextgen Cable.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Nextgen	S108	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Optus	S109	53036304_Cable Optus Underground.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Optus	S110	Cover Letter Positive.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Optus	S111	Microsoft Outlook - Memo Style.pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	RMS	S112	10724112.GIF	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	RMS	S113	Microsoft Outlook - Memo Style.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	RMS	S114	v1105_10a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	RMS	S115	v12108_5a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	RMS	S116	v12736_6a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	Sydney Water	S117	Guide_to_Sydney_Water_DBYD_Plans.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	Sydney Water	S118	Important_information_SW_DBYD_Plans.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	Sydney Water	S119	MAP_5303630610724112.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	I60523 - north half	Sydney Water	S120	Microsoft Outlook - Memo Style.pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Telstra	S121	53036303.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Telstra	S122	Microsoft Outlook - Memo Style.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Telstra	S123	NSW CENT_Accredited Plant Locators V2.pdf	1	7
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Telstra	S124	Telstra Duty of Care v21.pdf	1	7
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Telstra	S125	Telstra Map Legend v3.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Verizon	S126	10724112.GIF	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Verizon	S127	DB4UD Response.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Verizon	S128	Microsoft Outlook - Memo Style.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - north half	Verizon	S129	PARAMATTA SOUTH (1-8).pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half		S130	10724038_PDF	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Endeavour Energy	S131	2 Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Endeavour Energy	S132	53035916_CoverLetter - Affected.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Endeavour Energy	S133	53035916_FB_1 of 2.PDF	1	6
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Endeavour Energy	S134	53035916_FB_2 of 2.PDF	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Endeavour Energy	S135	53035916_low Risk.pdf	1	10
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Endeavour Energy	S136	DBYD Excavation Disclaimer.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Endeavour Energy	S137	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Jemena	S138	High_Pressure_Gas_Coversheet_Jemena.pdf	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Jemena	S139	M3D.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Jemena	S140	M6B.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Jemena	S141	Mikrosoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Jemena	S142	P1C.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Jemena	S143	P4A.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Nextgen	S144	53035915_CoverLetter.pdf	1	4
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Nextgen	S145	53035915_NOASSETAFFECTED.pdf	1	2
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Nextgen	S146	Mikrosoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	RMS	S147	10724038.GIF	1	1

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	RMS	S148	Microsoft Outlook - Memo Style.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	RMS	S149	vv2108_5a_ins.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Sydney Water	S150	Guide_to_Sydney_Water_DBYD_Plans.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Sydney Water	S151	Important_information_SW_DBYD_Plans.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Sydney Water	S152	MAP_5303591910724038.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Sydney Water	S153	Microsoft Outlook - Memo Style.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Telstra	S154	53035917.dwf	1	-
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Telstra	S155	Microsoft Outlook - Memo Style.pdf	1	3
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Telstra	S156	NSW CENT_Accredited Plant Locators V2.pdf	1	7

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
99.01 Information Documents (zip folder)	Surveys	DBYD	160523 - south half	Telstra	S157	Telstra Duty of Care v21.pdf	1	7
	Surveys	DBYD	160523 - south half	Telstra	S158	Telstra Map Legend v3.pdf	1	1
99.01 Information Documents (zip folder)	Surveys	DBYD			S159	VenuesNSW land R489758.pdf	1	-
	99.02 -	-	-	-	Z1	Electricity Easement	1	2
	99.03 -	-	-	-	Z2	Land Title Docs - Copies 951-965	1	15
	99.04 -	-	-	-	Z3	RFT (FINALv2) tracked changes	1	40
99.05 -					Z4	Contract (29265183_7)		
						UNCONTROLLED.doc	1	221
	99.06 -	-	-	-	Z5	Douglas Partners WSS Desktop Study May 2016	1	98
99.07 -								
					Z6	Compare - Western Sydney Stadium Contract - original v tender version - ...	1	252
	99.08 -	-	-	-	Z7	160720_AppendixH1_SOA - C	1	-
	99.09 -	-	-	-	Z8	RFT (FINALv3) tracked changes	1	39
99.10 -					Z9	160817_RDS_Premium Product	1	84
						RFT Appendix 4 (Project Brief_D_Tracked)	1	447
	99.11 -	-	-	-	Z10			
						10231-WSS Contract (29265183_8) tracked changes	1	213
99.12 -					Z11			
99.13 -					Z12	160831_Room Data Sheets	1	-
99.14 -					Z13	Sydney Water Submission	1	4
99.15 -						10231-WSS RFT Appendix 4 (v2) INFO DOC	1	518
					Z14			
	99.16 -	-	-	-	Z15	160916_Project Brief_Rev E_tracked	1	440
	99.17 -	-	-	-	Z16	DECOMMISSIONING BRIEF	1	4
99.18 -					Z17	160929 Project Brief Rev F Tracked	1	442

	Folder	Subfolder 1	Subfolder 2	Subfolder 3	Doc Ref.	Document Filename	Version	# of pages
	99.19 -	-	-	-	Z18	160930 - Project Brief Clarification Note		
	99.20 -	-	-	-	Z19	RFT (FINAL) tracked changes		
	99.21 -	-	-	-	PT04	SSD 7534 Development Consent		
	99.22 -	-	-	-	PT05	R01 - Additional Environmental Site Assessment - Western Sydney Stadium (Rev A)		
					PT01	10231-WSS Contract (20265183_9) tracked changes		
					PT02	10231-WSS Contract (20265183_9).pdf		
					PT03	10231-WSS Contract (20265183_9).doc		

Attachments

Attachments 1, 2, 2A and 3 do not form part of the Contract.

Attachment 1	GC21 Start-up Workshop
Attachment 2	Performance Evaluation (Example)
Attachment 2A	Performance Evaluation
Attachment 3	Performance Evaluation Record

Attachment 1 - The GC21 Start-up Workshop

The start-up workshop is held to encourage the parties and others concerned with the Contract and the Works to work co-operatively to achieve a successful contract. This Attachment 1 is intended as a guide for the participants.

The workshop takes place within 28 days after the Date of Contract. The workshop should take half a day, although large or complex contracts may require longer.

Refer to clause 32 of the GC21 General Conditions of Contract.

Participants

The workshop participants include representatives of the Principal, the Contractor and others concerned with the Works. This might include representatives of authorities, eventual users of the Works, the local community, Consultants, Subcontractors and Suppliers.

Agenda

The agenda should include:

- welcome by the facilitator;
- introduction of participants;
- workshop purpose and, guidelines;
- review of the proposed workshop agenda;
- overview of the Contract;
- co-operative contracting - overview;
- co-operative contracting applied to the Contract;
- monitoring and evaluation;
- development of a communications framework and directory;
- identification of key concerns and solutions;
- opportunities for innovation;
- closing comments and feedback; and
- close of workshop.

A copy of the Procurement Practice Guide *GC21 meetings and workshops* may be obtained from the NSW Government Procurement System for Construction on the ProcurePoint website.

Attachment 2 - Performance Evaluation (example)

Refer to clause 6 of the GC21 General Conditions of Contract.

Evaluation and monitoring meetings should focus on achievable improvements in contract communication and management. Attachments 1 and 2 provide a structure for evaluation and discussion

Attachment 2 indicates topics that are suitable for assessing performance and monitoring progress as the Contract proceeds.

They are provided for guidance only, and the topics are suggestions only. Each evaluation team should choose its own topics to reflect issues specific to the Contract. Use Attachment 2A on the next page to develop a Contract-specific Performance Evaluation form

Contract name: Contract number: Date:		Rating system 5 excellent 4 above expectation 3 meeting expectation 2 below expectation 1 unsatisfactory		
Topic	Objectives	Your rating (this period)	Team rating (this period)	Main Issue & Agreed Action
Communication	<ul style="list-style-type: none"> co-operation between parties duty not to hinder performance early warning evaluation and monitoring 	<input type="checkbox"/>	<input type="checkbox"/>	
Time	<ul style="list-style-type: none"> issues affecting time extensions of time expected completion dates 	<input type="checkbox"/>	<input type="checkbox"/>	
Financial	<ul style="list-style-type: none"> issues affecting the budget extra work payments additional information required 	<input type="checkbox"/>	<input type="checkbox"/>	
Quality	<ul style="list-style-type: none"> quality standards design requirements fitness for purpose, innovation Faults, Defects rectification 	<input type="checkbox"/>	<input type="checkbox"/>	
Safety	<ul style="list-style-type: none"> issues affecting safety on the Site safety outside the Site. safety risks safety equipment 	<input type="checkbox"/>	<input type="checkbox"/>	
Relationships	<ul style="list-style-type: none"> open discussion actions effective working together attendance 	<input type="checkbox"/>	<input type="checkbox"/>	
Environment	<ul style="list-style-type: none"> issues affecting the environment noise and dust issues healthy environment waste management, 	<input type="checkbox"/>	<input type="checkbox"/>	
Contract Relations	<ul style="list-style-type: none"> Subcontractor and Supplier issues workplace relations and Site amenities interaction of workers with others 	<input type="checkbox"/>	<input type="checkbox"/>	
<p>• IMPORTANT: During each meeting, the evaluation team should decide on an action plan for items needing improvement.</p>				

Attachment 2A - Performance Evaluation

Insert in the form below topics that are important to the Contract.

Contract name:

Contract number:

Date:

Rating system

5 excellent

4 above expectation

3 meeting expectation

2 below expectation

1 unsatisfactory

Topic	Objectives	Your rating (this period)	Team rating (this period)	Main Issue & Agreed Action
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

Suggested topics are: Communication, Time, Relationships with others affected by the Works, Budget and Financial Issues, Scope Management, Quality, Safety, Environment, Contract Relations, Community Consultation, Aboriginal Participation, Maintenance of Asset Operation.

- **IMPORTANT:** During each meeting, the evaluation team should decide on an action plan for topics needing improvement.

Insert the Contract-specific topics. Record the participants' ratings for each topic to illustrate trends in the Team's performance.

1 unsatisfactory

[illegible]

The Team ratings for each topic are recorded here so that overall performance can be assessed.

1 unsatisfactory

Communication	5												
	4												
	3												
	2												
	1												