New Sydney Fish Market Main Works Contract

New South Wales Government

GC21 (Edition 2)

Schedules & Attachments

[redacted]

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Schedule 1 - Subcontractor's Warranty

Refer to clause 30 of the GC21 General Conditions of Contract.

PART A – FORM OF WARRANTY

Details

Deed

between

Subcontractor:	Name	**[insert]**
	ABN	**[insert]**
	Address	**[insert]**
	Email	**[insert]**
	Attention	**[insert]**

AND

Contractor:	Name	Multiplex Constructions Pty Limited
	ABN	70 107 007 527
	Address	Level 22, 135 King Street, Sydney NSW 2000
	Email	[redacted]
	Attention	

AND

Principal:	Name	Infrastructure New South Wales
	ABN	85 031 302 516
	Address	Level 27, 201 Kent St, Sydney NSW 2000
	Email	[redacted]
	Attention	

concerning

Subcontract Work:	**[insert]**

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 Principal, the Contractor and the Subcontractor wish to set out the obligations that the Subcontractor will owe the Principal 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 Principal 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 **Contract** means the contract between the Principal and the Contractor dated **[insert]** for the Works.

.2 **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.

.3 **Details** means the section of this Deed headed Details.

.4 **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.

.5 **party** means the Subcontractor or the Principal.

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

.7 **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.

.8 **Subcontract** means the contract between the Contractor and the Subcontractor dated **[insert]** for the Subcontract Work.

.9 **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.

.10 **Warranty Period** means [**Note:** to be inserted prior to execution] 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 Principal 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 Principal 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 Principal:
  - .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 Principal the same warranties, guarantees and indemnities that it has given the Contractor under the Subcontract and agrees that the Principal 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 Principal may notify the Subcontractor in writing if it considers there has been any breach of this Deed or if the Principal 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 Principal to be reasonable in the circumstances, the Principal may give written notice to the Subcontractor that the Principal 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 Principal may have the work carried out by others, and any Loss suffered or incurred by the Principal will be a debt due from the Subcontractor to the Principal.

8 Indemnity

.1 The Subcontractor indemnifies the Principal against claims (including *Claims*, actions and Losses) brought against, suffered or incurred by the Principal 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; or
- .2 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 Principal or any person authorised by the Principal 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 Principal 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 Principal 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 Principal as a consequence of the Principal taking action under clause 10.1 will be a debt due from the Subcontractor to the Principal.

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 Principal (which may be given or withheld in the Principal's absolute discretion).

.2 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.

12 Material Notices

.1 The Subcontractor must give the Principal:

.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 Principal, 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 Principal) 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 Principal.

.3 The Subcontractor acknowledges and agrees that the Principal 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 Principal 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 Principal 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 Principal 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 Principal.

Executed as a deed

Signing page

DATED: _____

PRINCIPAL

Signed sealed and **delivered by**)
)
as Chief Executive Officer of)
Infrastructure NSW pursuant to the)
Infrastructure NSW Act 2011)
(NSW))
in the presence of)
)
)
)
.....) .....
Signature of witness) Signature
)
)
.....
Name of witness (block letters)

CONTRACTOR

EXECUTED by **MULTIPLEX CONSTRUCTIONS PTY LIMITED**)
in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) by)
authority of its directors:)
)
)
.....) .....
Signature of director) Signature of director/company secretary*
)
)
.....
Name of director (block letters)

*delete whichever is not applicable

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

*delete whichever is not applicable

SUBCONTRACTOR

EXECUTED by **[SUBCONTRACTOR]** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:	)	
..... Signature of director	)	..... Signature of director/company secretary* *delete whichever is not applicable
..... Name of director (block letters)	)	..... Name of director/company secretary* (block letters) *delete whichever is not applicable

PART B – WARRANTY PERIODS

Schedule 2 - Undertaking

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

[redacted]

[redacted]

[redacted]

Schedule 3 - Payment Claim Worksheet

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

The Contractor:	Multiplex Constructions Pty Limited ABN 70 107 007 527
The Contract:	The contract between the Principal and the Contractor
Contract Name:	New Sydney Fish Market Main Works Contract
Contract Number:	RFT-10031871

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				$
Value Completed				$
Less payments already made				$
Less retention for the *Completion Amount* under clause 60, if applicable				$
Claimed Amount				**$**

Schedule 4 – Parent Company Guarantee

Refer to clause 33 of the GC21 General Conditions of Contract.

[redacted]

Schedule 5 - Expert Determination Procedure

Refer to clauses 68 and 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

Refer to clauses 58 and 59 of the GC21 General Conditions of Contract.

Part 1

New South Wales

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)**

2

Part 2

New South Wales

SUBCONTRACTOR'S STATEMENT

REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note1 – 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 ...../...../.....

Schedule 7 – Third Party Agreement Matrix

Refer to clause A1, 6B, 64A, 64B, 65, 67 and 71A of the GC21 General Conditions of Contract.

[redacted]

[redacted]

Schedule 8 – Planning Consent Conditions Responsibility Matrix

Refer to clause 12 of the GC21 General Conditions of Contract.

SCHEDULE 8

SSD 8925 Conditions

Clause reference	Clause title	Contractor obligation or acknowledgement	Responsibility	Comments
Schedule 2				
PART A	**Administrative Conditions**			
A1	**Obligation to Minimise Harm to the Environment**	In addition to meeting the specific performance measures and criteria in this consent, all reasonable and feasible measures must be implemented to prevent, and if prevention is not reasonable and feasible, minimise, any material harm to the environment that may result from the construction and operation of the development, and any rehabilitation required under this consent.	INSW with assitance from Contractor	
A2	**Terms of Consent**	The development may only be carried out:	Contractor with assistance from INSW	
		(a) in compliance with the conditions of this consent;		
		(b) in accordance with all written directions of the Planning Secretary;		
		(c) in accordance with the EIS and Response to Submissions and additional information;		
		(d) in accordance with the approved plans in the table below:		
A3	**Terms of Consent**	Consistent with the requirements in this consent, the Planning Secretary may make written directions to the Applicant in relation to:	Contractor with assistance from INSW	
		(a) the content of any strategy, study, system, plan, program, review, audit, notification, report or correspondence submitted under or otherwise made in relation to this consent, including those that are required to be, and have been, approved by the Planning Secretary; and		
		(b) the implementation of any actions or measures contained in any such document referred to in **Condition A3 (a)**.		
A4	**Terms of Consent**	The conditions of this consent and directions of the Planning Secretary prevail to the extent of any inconsistency, ambiguity or conflict between them and a document listed in **Condition A2(c)**. In the event of an inconsistency, ambiguity or conflict between any of the documents listed in **Condition A2(c)** and **Condition A2(d)**, the most recent document prevails to the extent of the inconsistency, ambiguity or conflict.		
A5		This consent will lapse five years from the date of the consent unless the works associated with the development have physically commenced.		
A6	**LIMITS ON CONSENT**	This consent does not approve:		
		· first use of retail premises, including food and drink premises and fit-out works	INSW	
		· business premises' fit-out works	Contractor with assistance from INSW	
		· office premises' fit-out works	Contractor with assistance from INSW	
		· outdoor seating areas associated with retail premises	INSW	
		· signage	Contractor with assistance from INSW	
		· public art	INSW with assitance from Contractor	
		· first use of recreational and commercial berthing and ferry stop (except fishing fleet vessels).	INSW with assitance from Contractor	
		· future stages of subdivision to create additional lots not approved by this consent are to be subject to separate development application(s).	INSW	
		Separate development application(s) must be lodged and consent obtained for the above works and uses (except where exempt and complying development applies).	As above.	
A7	**PRESCRIBED CONDITIONS**	The Applicant must comply with all relevant prescribed conditions of development consent under Part 6, Division 8A of the EP&A Regulation.	Contractor with assistance from INSW	
A8	**LONG SERVICE LEVY**	For work costing $25,000 or more, a Long Service Levy must be paid. For further information please contact the Long Service Payments Corporation on their Helpline 13 1441.	INSW	
A9	**LEGAL NOTICES**	Any advice or notice to the consent authority must be served on the Planning Secretary.	INSW	
A10		Within three months of:		
		(a) the submission of a compliance report under **Conditions B24** and **B26**;		
		(b) the submission of an incident report under **Condition A17**;		
		(c) the approval of any modification of the conditions of this consent; or		
		(d) the issue of a direction of the Planning Secretary under **Condition A2** which requires a review,		

	REVISION OF STRATEGIES, PLAN AND PROGRAMS	the strategies, plans and programs required under this consent must be reviewed, and the Department must be notified in writing that a review is being carried out.	Contractor with assistance from INSW	
A11		If necessary, to either improve the environmental performance of the development, cater for a modification or comply with a direction, the strategies, plans and programs required under this consent must be revised, to the satisfaction of the Planning Secretary. Where revisions are required, the revised document must be submitted to the Planning Secretary for approval within six weeks of the review.	Contractor with assistance from INSW	
		Note: This is to ensure strategies, plans and programs are updated on a regular basis and to incorporate any recommended measures to improve the environmental performance of the development.		
A12	EVIDENCE OF CONSULTATION	Where conditions of this consent require consultation with an identified party, the Applicant must:	Contractor with assistance from INSW	
		(a) consult with the relevant party prior to submitting the subject document to the Planning Secretary for approval; and		
		(b) provide details of the consultation undertaken including:		
		(i) the outcome of that consultation, matters resolved and unresolved; and		
		(ii) details of any disagreement remaining between the party consulted and the Applicant and how the Applicant has addressed the matters not resolved.		
A13	STRUCTURAL ADEQUECY	All new buildings and structures, and any alterations or additions to existing buildings and structures, that are part of the development, must be constructed in accordance with the relevant requirements of the BCA.	Contractor with assistance from INSW	
		Notes: *•Under Part 6 of the EP&A Act, the Applicant is required to obtain construction and occupation certificates for the proposed building works.* *•Part 8 of the EP&A Regulation sets out the requirements for the certification of the development.*		
A14	APPLICABILITY OF GUIDELINES	References in the conditions of this consent to any guideline, protocol, Australian Standard or policy are to such guidelines, protocols, Standards or policies in the form they are in as at the date of this consent.	Contractor	
A15		However, consistent with the conditions of this consent and without altering any limits or criteria in this consent, the Planning Secretary may, when issuing directions under this consent in respect of ongoing monitoring and management obligations, require compliance with an updated or revised version of such a guideline, protocol, Standard or policy, or a replacement of them.	Contractor	
A16	MONITORING AND ENVIRONMENTAL AUDITS	Any condition of this consent that requires the carrying out of monitoring or an environmental audit, whether directly or by way of a plan, strategy or program, is taken to be a condition requiring monitoring or an environmental audit under Division 9.4 of Part 9 of the EP&A Act. This includes conditions in respect of incident notification, reporting and response, non-compliance notification and independent environmental auditing.	Contractor with assistance from INSW	EPA-auditor by INSW
		Note:For the purposes of this condition, as set out in the EP&A Act, "monitoring" is monitoring of the development to provide data on compliance with the consent or on the environmental impact of the development, and an "environmental audit" is a periodic or particular documented evaluation of the development to provide information on compliance with the consent or the environmental management or impact of the development.		
A17	INCIDENT NOTIFICATION, REPORTING AND RESPONSE	The Department must be notified in writing to compliance@planning.nsw.gov.au immediately after the Applicant becomes aware of an incident. The notification must identify the development (including the development application number and the name of the development if it has one) and set out the location and nature of the incident.	Contractor	
A18		Subsequent notification must be given and reports submitted in accordance with the requirements set out in appendix 1.	Contractor	
A19	NON-COMPLIANCE NOTIFICATION	The Department must be notified in writing to compliance@planning.nsw.gov.au within seven days after the Applicant becomes aware of any non-compliance. The Certifier must also notify the Department in writing to compliance@planning.nsw.gov.au within seven days after they identify any non-compliance.	Contractor	
A20		The notification must identify the development and the application number for it, set out the condition of consent that the development is non-compliant with, the way in which it does not comply and the reasons for the non-compliance (if known) and what actions have been, or will be, undertaken to address the non-compliance.	Contractor	
A21		A non-compliance which has been notified as an incident does not need to also be notified as a non-compliance.	Contractor	
A22	OPERATION OF PLANT AND EQUIPMENT	A1. All plant and equipment used on site, or to monitor the performance of the development must be:	Contractor	
		(a) maintained in a proper and efficient condition; and		
		(b) operated in a proper and efficient manner.		
PART BPRIOR TO COMMENCEMENT OF WORKS/ISSUE OF A CROWN BUILDING WORKS CERTIFICATE				
B1	CROWN BUILDING WORK	A1. Crown building work cannot be commenced unless the Crown Building work is certified by or on behalf of the Crown to comply with the technical provisions of the State's building laws in force as at:	Contractor	
		(a) the date of the invitation for tenders to carry out Crown building work; or		
		(b) in the absence of tenders, the date on which the Crown building work commences.		
B2	NOTIFICATION OF COMMENCEMENT	The Department must be notified in writing of the dates of commencement of physical work and operation at least 48 hours before those dates.	Contractor	
B3		If the construction or operation of the development is to be staged, the Department must be notified in writing at least 48 hours before the commencement of each stage, of the date of commencement and the development to be carried out in that stage.	Contractor	
B4		Prior to the commencement of works, a Design Integrity Process shall be endorsed by the Planning Secretary, after consultation with the Government Architect NSW and Council, for ongoing design review by the Design Review Panel or a Design Integrity Panel constituted by the Design Excellence Strategy.	INSW with assistance from the Contractor	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
		As part of the Design Integrity Process, the following shall be resolved with the Design Review Panel:		
		(a) The frontage to Bridge Road comprising the servicing areas to the west shall be treated with materials, artwork, directional signage, lighting and/or heritage interpretation measures to reduce the visual impact of the inactive frontage.	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
		(b) A detailed exhibition space strategy. The strategy must include information regarding the different uses of each space located on the ground floor of the building facing Bridge Road, Blackwattle Bay and Eastern Promenade.	INSW	
		(c) Opportunities for light penetration to the water within public domain areas. The landowner is encouraged to continue consultation and engagement with local universities regarding ongoing marine habitat opportunities	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.

B5	DESIGN INTEGRITY	(d) A detailed Public Domain Plan shall be submitted to the Design Review Panel. The Public Domain Plan shall detail the proposed landscaping, lighting, street furniture, play equipment and treatment along Bridge Road for shared areas (including weather protection and shading for coach users). The flooding and the water sensitive urban design devices for the western and eastern plaza areas (overland flows, pits, bio-retention devices, tree pits and the like) shall not obstruct equitable access and shall seek to be integrated into the public domain and enhance use and enjoyment of such space, to the greatest extent possible.	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
		(e) Detailed drawings of the roof cassettes, including operability (if proposed).	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
		(f) Detailed drawings of street level carpark entries, access ramps, service and waste management areas to ensure that all surfaces to these areas are treated in materials equal to the standard of the principle building façade to achieve a high-quality interface with the public domain.	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
		(g) The enclosure of the undercroft area beneath the western promenade to manage safety and security.	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
		(h) Detailed drawings incorporating the wind mitigation measures identified in the Pedestrian Wind Environment Study by Windtech, May 2019 or any alternative solutions prepared by Windtech.	Contractor with assistance from INSW	
		(i) A Final Signage and Wayfinding Strategy.	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
		Final design details are to be submitted to and approved by the Planning Secretary prior to the issue of the relevant Crown Building Works Certificate. A copy of the final design details are to be submitted to Council for information. Details demonstrating compliance with these requirements are to be provided to the Certifier.	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included.
B6		The Applicant must ensure 3XN (Principal's Architect) and BVN and ASPECT (Nominated) are engaged in the design documentation phase to ensure the integrity of the design quality of the approved development is maintained through the construction phase to completion of the building works. The design team is to:	INSW and Contractor	
		(a) prepare the design drawings for a Crown Building Works Certificate;	Contractor with assistance from INSW	
		(b) prepare the design drawings for the contract documentation;	INSW and Contractor	
		(c) maintain continuity of consultants and design integrity during tender and construction phases through to completion of the project;	INSW and Contractor	
		(d) provide any documentation required by the Minister verifying the design intent has been achieved at completion; and	Contractor with assistance from INSW	Unless required by 3XN (retained by Principal).
		(e) attend all meetings that pertain to design issues with the community, authorities and other stakeholders, as required.	INSW and Contractor	
		Any changes to the design team or the deliverables outlined above must be approved by the Design Review Panel and notified to the Planning Secretary.	INSW and Contractor	
		Details demonstrating compliance with this requirement are to be provided to the Certifier.	Contractor	
B7		Prior to the issue of the relevant Crown Building Works Certificate, amended plans and details drawn to scale, and technical specification, by a registered landscape architect shall be submitted to and endorsed by the Design Review Panel. Amended plans are to include:	Contractor with assistance from INSW	
		(a) revise tree species in the Urban Park and waterfront promenade to medium to large shade tree species, selected to provide a landscape and visual connection to Wentworth Park. The chosen trees species must have a minimum height of 12 metres with a canopy spread of 8 metres at maturity. Any change to these minimum requirements is to be approved by the Design Review Panel.	Contractor with assistance from INSW	
		(b) submit plans with levels and details to confirm the Bridge Road works mitigate any impacts on existing heritage fig trees and the park wall.	Contractor with assistance from INSW	
		(c) amended plans and sections for Bridge Road "Green Promenade" design to demonstrate integration of a cycleway, rationalised pedestrian dwelling areas, furniture and movements between vehicle drop off and SFM, and rationalise streetlights to provide a row of new street trees.	Contractor with assistance from INSW	
		(d) all new trees to be minimum 400L pot size at installation. Submit details for trees on slab details with the soil depth and soil volume compliant with the Sydney Landscape Code.	Contractor with assistance from INSW	We have allowed 28 days for Secetary approval within our program. To the extent the approval exceeds the 28 days and does not impact critical path impact there is no impact. If the delay in the approval impacts the critical path, we would seek time relief. The Planning Secretary approval falls under an Authority approval.

	LANDSCAPE DESIGN	The final amended plans are to be submitted to and approved by the Planning Secretary.	Contractor with assistance from INSW	We have allowed 28 days for Secetary approval within our program. To the extent the approval exceeds the 28 days and does not impact critical path impact there is no impact. If the delay in the approval impacts the critical path, we would seek time relief. The Planning Secretary approval falls under an Authority approval.
B8		Prior to the issue of the relevant Crown Building Works Certificate, a detailed landscape design including plans and details drawn to scale, and technical specification, by a registered landscape architect must be submitted to the Planning Secretary for approval. These documents must include:	Contractor	We have allowed 28 days for Secretary approval within our program. Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from a Direction by the Secretary have not been allowed for.
		(a) location of existing and proposed planting on the site including existing and proposed trees, and planting in natural ground, on structure and in free standing pots.	Contractor	
		(b) location and details of existing and proposed surface finishes on the site including, but not limited to paved areas, harbour deck event space, waterfront promenade, boardwalks, ferry wharf, overland flow mesh deck, shared path, public art, interfaces, edges, infill pit lids.	Contractor	
		(c) location and details of existing structures on the site including, but not limited to, water play, custom furniture, vehicle mitigation barriers, fixed and removable bollards, walls, east and west promenade steps, bike racks, light poles, signage, WSUD devices in the public domain, drainage, services, shade structures (if applicable), other fixtures, and all associated footings.	Contractor	
		(d) coordinated services plan including location and approximate depth of all existing and proposed pits, services (electricity, gas, sewer, potable water), proposed urban plaza and local park drainage, lights and GPO if applicable, fence footings, sign posts etc.	Contractor	
		(e) detailed grading plan with existing and proposed levels, falls, and pits.	Contractor	
		(f) details of earthworks and soil depths including finished levels and any mounding. The minimum soil depths for planting on slab must be 1000mm for trees, 450mm for shrubs and 200mm for groundcovers, excluding mulch and drainage layers. Soil volume for trees on slab to comply with Sydney Landscape Code. Any change to these minimum requirements is to be approved by the Design Review Panel.	Contractor	
		(g) planting details and locations, numbers, type and supply size of plant species, with reference to Australian Standards and preference for drought resistant species that contribute to habitat creation and biodiversity.	Contractor	
		(h) landscape maintenance plan. This plan is to be complied with during the occupation of the development.	Contractor	
		(i) details of WSUD, drainage, waterproofing and watering systems.	Contractor	
B9	PEDESTRIAN WIND ENVIRONMENT	Detailed drawings incorporating the wind mitigation measures identified in the Pedestrian Wind Environment Study by Windtech, May 2019, (any alternative solutions approved by Windtech where required), are to be submitted to and approved by the Planning Secretary in consultation with the Design Review Panel prior to the issue of the relevant Crown Building Works Certificate to ensure that the design excellence is achieved.	Contractor with assistance from INSW	
B10		Where alternative solutions are proposed to maintain the design integrity and achieve design excellence, these are to be reviewed and approved by Windtech.	Contractor	
B11	CYCLING CONNECTION	Prior to the commencement of any works within the classified road reserve, the Applicant shall provide design details to the Certifier demonstrating that the new off-road cycling connection on Bridge Road is designed in accordance with Australian Standards.	Contractor	
B12		The Applicant shall continue to consult with TfNSW and Council on the design of the shared path cycleway and facility for the Bridge Road footpath. This shall consider the available roadside/footpath space on Bridge Road, safety of all street users as well as interface with the adjacent drop-off/pick-up zone. Final detailed design drawings shall be submitted to and approved by the Planning Secretary prior to the issue of the relevant Crown Building Works Certificate. A copy of the approved design drawings shall be submitted to the Certifier.	Contractor	Major material changes to the design drawings arising from this condition have not been allowed for.
B13	PUBLIC ART PLAN	A Preliminary Public Art Plan must be prepared in consultation with Council's Public Art Advisory Panel. The Plan must include:	INSW	
		(a) Detailed historical analysis and future vision for the precinct to aid the preparation of artists briefs;	INSW	
		(b) A methodology for the selection and commissioning of artists;	INSW	
		(c) Indication of the appointment of a curator to guide the artist selection process and/or the appointment of an Indigenous curator to assist with the selection of Aboriginal and other artists;	INSW	
		(d) An estimated budget for the proposed suite of artworks; and	INSW	
		(e) A program for the development of artworks and inclusion of artists.	INSW	
		A copy of the Plan shall be submitted to and approved by the Planning Secretary prior to the issue of the relevant Crown Building Works Certificate.	Contractor with assistance from INSW	
		Details demonstrating compliance with this requirement shall be submitted to the Certifier.	Contractor with assistance from INSW	
B14	BUILDING CODE OF AUSTRALIA (BCA) COMPLIANCE	The approved works must comply with the applicable performance requirements of the BCA to achieve and maintain acceptable standards of structural sufficiency, safety (including fire safety), health and amenity for the ongoing benefit of the community. Compliance with the performance requirements can only be achieved by:	Contractor	
		(a) complying with the deemed to satisfy provisions; or	Contractor	
		(b) formulating an alternative solution which:	Contractor	
		i) complies with the performance requirements; or	Contractor	
		ii) is shown to be at least equivalent to the deemed to satisfy provision; or	Contractor	
		iii) a combination of (a) and (b).	Contractor	
B15		The detailed design for the Development shall comply with the BCA as applicable at the time of construction detail approval, including resolving issues identified in the Report for BCA Compliance, prepared by Group DLA, dated 26 September 2019, including any necessary performance based or fire-engineered solutions as endorsed by suitably qualified practitioners with expertise in these areas	Contractor	
		Details demonstrating compliance with the requirement shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	

B16	ACCESSIBILITY	The accessibility of the Development shall comply with the Disability (Access to Premises – Buildings) Standards 2010 (Premises Standards), and the access provisions of the Building Code of Australia 2019 (BCA), as applicable at the time of approval of the detailed design prior to construction. In achieving such accessibility, all issues identified as requiring resolution in the Accessibility Compliance report, prepared by Group DLA, dated 26 September 2019 shall be resolved.	Contractor	
		Details demonstrating compliance with this requirement shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B17	EXTERNAL WALLS AND CLADDING	The external walls of all buildings including to existing buildings must comply with the relevant requirements of the BCA.	Contractor	
B18		Prior to the commencement of works, the Applicant must provide the Certifier with documented evidence that the products and systems proposed for use or used in the construction of external walls including finishes and claddings such as synthetic or aluminium composite panels comply with the requirements of the BCA.	Contractor	
B19		The Applicant must provide a copy of the documentation submitted to the Certifier to the Planning Secretary within seven days after the Certifier accepts it.	Contractor	
B20	ACCESS TO INFORMATION	At least 48 hours before the commencement of construction until the completion of all works under this consent, or such other time as agreed by the Planning Secretary, the Applicant must:	INSW with assistance from the Contractor	Information to be made available on INSW website. Contractor to provide information reasonably expected of the Principal Contractor.
		(a) make the following information and documents (as they are obtained or approved) publicly available on its website:		
		(i) the documents referred to in Condition A2 of this consent;		
		(ii) all current statutory approvals for the development;		
		(iii) all approved strategies, plans and programs required under the conditions of this consent;		
		(iv) regular reporting on the environmental performance of the development in accordance with the reporting arrangements in any plans or programs approved under the conditions of this consent;		
		(v) a comprehensive summary of the monitoring results of the development, reported in accordance with the specifications in any conditions of this consent, or any approved plans and programs;		
		(vi) a summary of the current stage and progress of the development;		
		(vii) contact details to enquire about the development or to make a complaint;		
		(viii) a complaints register, updated monthly;		
		(ix) audit reports prepared as part of any independent environmental audit of the development and the Applicant's response to the recommendations in any audit report;		
		(x) any other matter required by the Planning Secretary; and		
		(b) keep such information up to date, to the satisfaction of the Planning Secretary.		
B21	COMMUNITY COMMUNICATION STRATEGY	A Community Communication Strategy must be prepared to provide mechanisms to facilitate communication between the Applicant, the Council and the community (including adjoining affected landowners and businesses, and others directly impacted by the development), during the demolition and construction works and for a minimum of 12 months following the completion of construction.	Contractor with assistance from INSW	
		The Community Communication Strategy must:		
		(a) Identify people to be consulted during all the phases of construction work related to this development;		
		(b) Set out procedures and mechanisms for the regular distribution of accessible information about or relevant to the development;		
		(c) Provide for the formation of community-based forums, if required, that focus on key environmental management issues for the development;		
		(d) Set out procedures and mechanisms:		
		(i) through which the community can discuss or provide feedback to the Applicant;		
		(ii) through which the Applicant will respond to enquiries or feedback from the community; and		
		(iii) to resolve any issues and mediate any disputes that may arise in relation to all works related to this development, including disputes regarding rectification or compensation.		
		The Community Communication Strategy must be submitted to the Planning Secretary for approval no later than four weeks before the commencement of any work.	INSW	
		Work for the purposes of the development must not commence until the Community Communication Strategy has been approved by the Planning Secretary, or within another timeframe agreed with the Planning Secretary.	Contractor	
B22	COMMUNITY CONSULTATIVE COMMITTEE	Before the commencement of construction, a Community Consultative Committee (CCC) must be established for the development in accordance with the Department's *Community Consultative Committee Guidelines: State Significant Projects* (2016). The CCC must begin to exercise functions in accordance with such Guidelines before the commencement of construction and continue to do so for the duration of construction and for at least six months following the completion of construction.	INSW	
B23		The Community Consultative Committee shall be established to allow regular contact and liaison with surrounding land users, including representatives from: Glebe Rowing Club; Dragon Boat rowers; the Body Corporate of No. 84 Wentworth Park Road; Sydney Secondary College, with meetings at least monthly, and to allow issues regarding access, noise, construction impacts and the like to be discussed and resolved in a reasonable and timely way.	INSW	Contractor shall support INSW during the Main Works in this in line with Section 9.6 of the Project Brief. The strategy is required for the Early Works and Stage 1 Development Consent and assume that consistency through the project is required
B24	COMPLIANCE REPORTING	A Pre-Construction Compliance Report must be prepared for the development and submitted to the Certifier before the commencement of construction. A copy of the compliance report must be provided to the Department at compliance@planning.nsw.gov.au before the commencement of construction.	Contractor	Input from INSW for conditions where applicable and relevant.
B25		The Pre-Construction Compliance Report must include:	Contractor	Input from INSW for conditions where applicable and relevant.
		(a) details of how the terms of this consent that must be addressed before the commencement of construction have been complied with; and	Contractor	Input from INSW for conditions where applicable and relevant.
		(b) the expected commencement date for construction.	Contractor	Input from INSW for conditions where applicable and relevant.
B26		Construction Compliance Reports must be submitted to the Department at compliance@planning.nsw.gov.au for information every six months from the date of the commencement of construction, for the duration of construction. The Construction Compliance Reports must provide details on the compliance performance of the development for the preceding six months and must be submitted within one month following the end of each six-month period for the duration of construction of the development, or such other timeframe as required by the Planning Secretary.		
		The Construction Compliance Reports must include:		
		(a) a results summary and analysis of environmental monitoring;	Contractor	Input from INSW for conditions where applicable and relevant.

				relevant.
B27		(b) the number of any complaints received, including a summary of main areas of complaint, action taken, response given and proposed strategies for reducing the recurrence of such complaints;		
		(c) details of any review of the Construction Environmental Management Plan (CEMP) and the Environmental Management Strategy and associated sub-plans as a result of construction carried out during the reporting period;		
		(d) a register of any modifications undertaken and their status;		
		(e) results of any independent environmental audits and details of any actions taken in response to the recommendations of an audit;		
		(f) a summary of all incidents notified in accordance with this consent; and		
		(g) any other matter relating to compliance with the terms of this consent or requested by the Planning Secretary.		
B28	COMPLIANCE	The Applicant must ensure that all its employees, contractors (and their sub-contractors) are made aware of, and are instructed to comply with, the conditions of this consent relevant to activities they carry out in respect of the development	INSW with assistance from the Contractor	
B29	COMPLAINTS AND ENQUIRIES PROCEDURE	Prior to the commencement of construction works, or as otherwise agreed by the Planning Secretary, the following must be made available for community enquiries and complaints for the duration of construction:	Contractor	
		(a) a toll-free 24-hour telephone number(s) on which complaints and enquiries about the carrying out of any works may be registered;	Contractor	
		(b) a postal address to which written complaints and enquiries may be sent; and	Contractor	
		(c) an email address to which electronic complaints and enquiries may be transmitted.	Contractor	
B30	STRUCTURAL DETAILS	Prior to the commencement of the relevant works, the Applicant shall submit to the Certifier structural drawings prepared and signed by a suitably qualified practising Structural Engineer that demonstrates compliance with:	Contractor	
		(a) the relevant clauses of the BCA; and	Contractor	
		(b) the development consent.	Contractor	
B31	ROAD WORKS	Prior to the commencement of any works within the classified road reserve, the Applicant must obtain Section 87 and 138 concurrence under the Roads Act 1993 from TfNSW.	Contractor	
		The construction of the road works, new traffic control signal and modifications to the existing traffic control sign within the TfNSW corridor (e.g. Bridge Road and Wattle Street) shall be in accordance with TfNSW requirements. Details of these requirements should be obtained by email at DeveloperWorks.Sydney@rms.gov.au.	Contractor	
		Detailed design plans of the proposed works are to be submitted to Council for information and submitted to TfNSW for approval prior to the commencement of any works within the classified road reserve area and approval obtained prior to commencement of any road works that impact upon TfNSW road corridors. Please send all documentation to development.sydney@rms.gov.au.	Contractor	
		A plan checking fee and lodgement of a performance bond is required from the Applicant, prior to the release of the approved road design plans by TfNSW.	Contractor	
B32	ROAD WORKS (COUNCIL LAND)	Any proposals for alterations to the public road owned by Council, involving traffic and parking arrangements, must be designed in accordance with TfNSW requirements and must be referred to and agreed by the Local Pedestrian, Cycling and Traffic Calming Committee prior to any work commencing on site (Council owned).	Contractor	
B33	SIDRA	Prior to the commencement of any works within the classified road reserve, the Applicant shall provide the electronic copies of all SIDRA model files for concurrence. Any adjustments to the base values of the model shall be identified and supporting justification for each change provided. In addition, all signals shall be monitored on Masterlink mode and details provided on how the existing base model has been calibrated with on-site observations, for instance queue lengths and/or delays.	Contractor	
		Survey data shall be provided to validate the volumes used for the SIDRA modelling to TfNSW for concurrence prior to the commencement of any works within the classified road reserve.	Contractor	
B34	CYCLING CONNECTION	Prior to the commencement of any works within the classified road reserve, the Applicant shall provide design details to Council and the Certifier that the new off-road cycling connection on Bridge Road is designed in accordance with Australian Standards.	Contractor	Major material changes to the design drawings arising from this condition have not been allowed for.
B35		The Applicant shall continue to consult with TfNSW and Council on the design of the shared path cycleway and facility for the Bridge Road footpath. This shall consider the available roadside/footpath space on Bridge Road, safety of all street users as well as interface with the adjacent drop-off/pick-up zone. Details demonstrating compliance with this requirement shall be provided to the Certifier.	Contractor	Major material changes to the design drawings arising from this condition have not been allowed for.
		Final detailed design drawings shall be provided to the Planning Secretary and the Certifier.	Contractor with assistance from INSW	
B36	PUBLIC DOMAIN DAMAGE DEPOSIT	A Public Domain Damage Deposit calculated on the basis of 250 linear metres of the asphalt site frontage must be lodged with Council in accordance with the City of Sydney's adopted Schedule of Fees and Charges. The Public Domain Deposit must be submitted as an unconditional bank guarantee in favour of Council as security for repairing any damage to the public domain in the vicinity of the site. The guarantee must be lodged with Council prior to the commencement of works.	INSW	
		The guarantee will be retained in full until the use of the development commences, and any rectification works to the footway and public domain are completed to Council's satisfaction. On satisfying the above requirements, 90% of the bank guarantee will be released, with the remaining 10% to be retained for the duration of the 12-month Defect Liability Period.		
B37	PUBLIC DOMAIN PLAN	Prior to the commencement of works, the Applicant shall ensure the following:	Contractor with assistance from INSW	Major material changes to the design drawings arising from this condition have not been allowed for.
		a) A detailed Public Domain Plan for the Bridge Road frontages must be lodged with Council's Public Domain section and approved by Council prior to the commencement of the relevant works. The Public Domain Plan is to be submitted with a complete Public Domain Plan checklist (available in the City of Sydney's Public Domain Manual);		
		The Public Domain Plan documents all works required to ensure that the Bridge Road frontage public domain complies with the Council's Public Domain Manual, Sydney Streets Design Code and Sydney Streets Technical Specification, including requirements for footway pavement, kerb and gutter, drainage, vehicle crossovers, pedestrian ramps and other relevant public domain elements. The Public Domain Plan submission is to incorporate the approved Alignment Levels. If the proposed detailed design of the public domain requires changes to any previously approved Alignment Levels, an amended Alignment Levels submission must be submitted to and approved by Council to reflect these changes prior to the commencement of the relevant works		
B38	PUBLIC DOMAIN LEVELS AND GRADIENTS	Prior to the issue of the relevant Crown Building Works Certificate, alignment levels for the building and site frontages (Bridge Road) must be submitted to Council. The submission must be in accordance with the City of Sydney Public Domain Manual and must be submitted with a completed levels and gradients approval application. Information on how to complete the submission can be downloaded from the Council's website. Any requirements to comply with the Disability Discrimination Act at the entrance to a building or publicly accessible space must be resolved inside the site boundary.	Contractor	Major material changes to the design drawings arising from this condition have not been allowed for.
		Note: Levels and gradient plans will be included in the completed construction level Public Domain Plan documentation and the stamped plans issued with the section 138 approval.		
B39	CHANGES TO KERBSIDE CAR PARKING RESTRICTIONS	Prior to the commencement of any works on Council owned land, a seperate submission must be made for any changes to kerbside parking arrangements. There is no guarantee kerbside parking will be changed or that any change will remain in place for the duration of the development/use. All costs associated with any parking changes would be borne by the developer.	Contractor	
		Note: The Applicant is to contact the Area Traffic Engineer to discuss the proposal before making a submission. If new parking signage is installed, the Applicant is to immediately notify the Council's Public Domain team.		

B40	COST OF SIGNPOSTING	All costs associated with signposting of any kerbside parking restrictions and traffic management measures associated with the development shall be borne by the developer.	Contractor	
B41	HERITAGE INTERPRETATION	The recommendations and suggestions of the Heritage Interpretation Strategy by City Plan Heritage dated February 2020, shall be included in the detailed Public Domain Plan. Details demonstrating compliance with this requirement shall be submitted to the Certifier.	Contractor	
B42	ARCHIVAL RECORDING	Prior to the commencement of works, archival photographic recording of the coal loader and office/weighbridge must be undertaken.	Early Works Contractor	
B43	CAR PARK AND SERVICE VEHICLE LAYOUT	Plans demonstrating compliance with the following traffic and parking requirements must be submitted to the Certifier prior to the commencement of works:	Contractor	
		a) All vehicles should enter and leave the basement car park in a forward direction;		
		b) Car parking associated with the proposal (including queuing areas, grades, turn paths, sight distance requirements, aisle widths, lighting and parking bays) shall be in accordance with AS 2890.1-2004 Parking Facilities Part 1: Off-street Car Parking, AS 2890.6-2009 Parking Facilities Part 6:Off-street Parking for People with Disabilities for accessible spaces and AS 2890.2-2002 Parking Facilities Part 2: Off-street Commercial Vehicle Facilities;		
		c) Appropriate pedestrian advisory signs are to be provided at the egress from the car park;		
		d) The swept path of the longest vehicle (including garbage trucks) entering and existing the site, as well as manoeuvrability through the site shall be in accordance with Austroads. The design, layout, signage, line marking, lighting and physical controls for all service vehicles shall be in accordance with AS 2890.2-2002 Parking Facilities Part 2: Off-street Commercial Vehicle Facilities;		
		e) The loading dock must be designed to enable Council's 9.25 m rigid vehicle garbage trucks to service the buildings. A minimum vertical clearance of 4 m must be provided;		
		f) The roller door providing access to the loading dock shall provide a minimum height clearance of 3.8 m;		
		g) Provision of an electronic noticeboard to advise drivers of the availability of parking within the car park.		
B44	CAR PARKING	A maximum number of car parking spaces and loading spaces to be provided for the development shall comply with the sub-total (417) and total (438) in the table below. Details confirming compliance with the sub-total and total parking numbers must be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	

Car Parking Type	Number of spaces
Office and business car parking	56
Accessible office and business car parking	4
Retail car parking	176
Flexible retail car parking (SRV parking capable)	181
Sub total	417
Small rigid vehicle loading dock(s)	3
Medium rigid vehicle loading dock(s)	13
Articulated vehicle loading dock(s)	5
Total	438

B45	BICYCLE PARKING AND END-OF-TRIP FACILITIES	The minimum number of bicycle spaces and end-of-trip facilities to be provided for the development must comply with the table below. Details confirming compliance with the parking numbers must be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	

User	Number of spaces	Requirements
Staff / Employee	50	Class B bicycle parking facility in accordance with AS2890.3.
Customer	76	Class C bicycle parking facility in accordance with AS2890.3.
End-of-trip facility	Number	
Showers with change area	6	
Personal lockers	60	

B46		The layout, design and security of all bicycle facilities in the basement must comply with AS 2890.3 – 1993 Parking Facilities Part 3: Bicycle Parking Facilities. Staff bicycle parking should be provided according to the security level B as specified AS 2890.3:2015.		
		Documentation demonstrating compliance with this condition shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.		
B47		The layout, design and security of all bicycle facilities in the basement must comply with AS 2890.3 – 1993 Parking Facilities Part 3: Bicycle Parking Facilities. Staff bicycle parking should be provided according to the security level B as specified AS 2890.3:2015.		
B48	SIGNAL SYSTEM	A system of traffic lights and/or mirrors must be installed at the ends of any ramp(s) and /or where necessary, to indicate traffic movement on the ramp(s). This system must be detailed in the application for the relevant Crown Building Works Certificate. Any system using traffic light signals must maintain a green signal to entering vehicles at the point of entry and must maintain a red signal when an exiting vehicle is detected upon the ramp or driveway	Contractor	
B49	SIGNS AT EGRESS	The following signs must be provided and maintained within the site at the point(s) of vehicle egress:		
		(a) compelling "Give Way to Pedestrians and Bicycles" before crossing a footpath on an existing or identified shared path route.		
B50	STORAGE AND HANDLING OF WASTE	To ensure the adequate storage and collection of waste from the food premises, all garbage and recyclable materials emanating from the premises must be stored in a designated waste storage area. The waste storage area must be designed and constructed in accordance with AS 4674 – Design, Construction and Fit-out of Food Premises, Australia New Zealand Food Standards Code 3.2.3 – Food Premises and Equipment and comply with the Council Policy for Waste Minimisation in New Developments, and must be:	Contractor	
		a) Provided with a hose tap connected to the water supply;		
		b) Paved with impervious floor materials;		
		c) Coved at the intersection of the floor and walls;		
		d) Graded and drained to a waste disposal system in accordance with the requirements of the relevant regulatory authority (Sydney Water).		
		e) Adequately ventilated (mechanically or naturally) so that odour emissions do not cause offensive odour or air pollution as defined by the Protection of the Environment Operations Act 1997 or a nuisance.		

		f) Fitted with appropriate interventions to meet fire safety standards in accordance with the Building Code of Australia. g) Provided with the appropriate number and size of bins adequate for the storage of waste generated by the business, including recycling. h) Appropriately managed so that it does not attract pests or create litter. Detailed plans and specifications for the construction of the waste storage area must demonstrate compliance with the above requirements and must be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate and must be constructed in accordance with such plans and specifications prior to the occupation or commencement of the use.		
B51	SEAWALLS AND FORESHORE STRUCTURES	The Applicant shall ensure that all seawalls are designed in accordance with the Office of Environment's Environmentally Friendly Seawalls Guidelines, OEH 2009 with the aim of increasing aquatic biodiversity in the area. Details of compliance with this condition shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	INSW	
B52	MARINE STRUCTURES	Prior to the issue of the relevant Crown Building Works Certificate, the detailed design of all marine structures (public pier, waterfront promenade, wharve structures and pontoons) must be submitted to and approved by TINSW (Maritime). The drawings and specifications are to: a) Comply with NSW Maritime's Engineering Standards for Maritime Structures and NSW Maritime's Guidance Note Documentation, AS 4997-2005 Guidelines for the Design of Maritime Structures and AS 3962-2001 Guidelines for Design of Marinas; b) Fully and clearly describe all new works for land below the Mean High-Water Mark and all their components and interconnections; c) Demonstrate the structural components have been designed by a practising structural Civil Engineer and experienced in the design of maritime structures; d) Include all marine ecological aspects and initiatives within the Marine Ecological Assessment prepared by Ecological Australia dated 2 April 2019, so opportunities to increase marine biology are realised. e) Include all management and mitigation measures within the Navigation Impact Assessment prepared by Royal HaskoningDHV, dated 20 September 2019.	Contractor	
B53	HARBOUR MASTER APPROVAL	Prior to any seabed disturbance, the Applicant shall obtain a Harbour Master approval under clause 67ZN of the *Ports and Maritime Administration Regulation 2012*.	Contractor	Main Works only
B54	CONSTRUCTION VESSEL TRAFFIC MANAGEMENT PLAN	Prior to the commencement of works, a **Construction Vessel Traffic Management Plan** (CVTMP) prepared by a suitably qualified person shall be submitted to and approved by TINSW (Maritime) and Port Authority of NSW. The CVTMP must include the management and mitigation measures outlined in the Navigation Impact Assessment prepared by Royal HaskoningDHV, dated 20 September 2019. A copy of the CVTMP must be provided to the Planning Secretary.	Contractor	
B55	SCHEDULE OF MATERIALS	A physical material sample board which specifies all proposed external materials, finishes and colours, (including visible rainwater goods and services) keyed to each building elevation must be prepared in consultation with the Design Review Panel and submitted to the Planning Secretary prior to the relevant Crown Building Works Certificate being issued. The materials and samples board must: (a) (a) Include evidence regarding warranties, durability, methodology and evidence of prior successful use in proximity to seawater (where relevant) (b) (b) not include generic material or colour descriptions or use terminology such as 'or similar' and must be prepared in consultation with the Council.	Contractor with assistance from INSW	Compliance with the DRP process by Contractor. Major material changes to the design drawings arising from the DRP (if any) are not included
B56		The design details of the proposed building facade including all external finishes, colours and glazing must be in accordance with the approved materials schedule and sample board.	Contractor	
B57	ENVIRONMENTAL SUSTAINABILITY	The Applicant shall ensure the detailed design of the development incorporates the environmental sustainability objectives, measures and initiatives outlined in the Ecologically Sustainable Development Report, prepared by Wood and Grieve, dated 26 September 2019. Any changes to the specific initiatives will be required to be approved by the Design Review Panel. The sustainability targets shall not be reduced through the design, construction and operational phases, including: (a) a 30% reduction target in greenhouse gas emissions from operations (b) a 45% reduction target in potable water consumption (c) a landfill diversion rate at 90% for construction and demolition waste and 80% for operational waste Details demonstrating compliance with this condition must be submitted to the Certifier prior to the commencement of the relevant works.	Contractor	
B58	REFLECTIVITY	The visible light reflectivity from building materials used on the facades/roof shall not exceed 20 per cent and shall be designed to minimise glare. A report/documentation demonstrating compliance with this requirement is to be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B59	OUTDOOR LIGHTING	All new outdoor lighting (including any signage illumination) shall comply with AS 1158.3.1-2005 Pedestrian Area (Category P) Lighting and AS 4282: 1997 Control of the Obtrusive Effects of Outdoor Lighting. Details demonstrating compliance with this requirement shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B60		Lighting of the building shall minimise up-lighting that causes light spill to the sky and a lighting management system shall be installed that ensures external lighting of the building is automatically switched off, unless necessary for the safe functioning of the building and public domain. All decorative lighting shall be switched off at 12 midnight.	Contractor	
B61		Details demonstrating compliance with these requirements is to be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B62	INSTALLATION OF WATER EFFICIENT FIXTURES AND FITTINGS	All toilets installed as part of the approved works must be of water efficient dual-flush capacity with at least 4-star rating under the Water Efficiency and Labelling Scheme (WELS).	Contractor	
B63		All taps and shower heads installed as part of the approved works must be water efficient with at least a 3-star rating under the Water Efficiency and Labelling Scheme (WELS), where available.	Contractor	
B64		New urinal suites, urinals and urinal flushing control mechanisms installed as part of the approved works must demonstrate that products have been selected with at least a 4-star rating under the Water Efficiency and Labelling Scheme (WELS).	Contractor	
B65		Systems should include 'smart controls' to reduce unnecessary flushing. Continuous flushing systems are not approved.	Contractor	
B66		Details demonstrating compliance with the above requirements (Conditions 850-853) are to be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B67	SANITARY FACILITIES FOR DISABLED PERSONS	The Applicant shall ensure that the provision of sanitary facilities for disabled persons complies with Section F2.4 of the BCA. Plans demonstrating compliance with this condition shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B68	ACCESS FOR PEOPLE WITH DISABILITIES	Access and facilities for people with disabilities must be designed in accordance with the BCA. Prior to the commencement of the relevant works, a certificate certifying compliance with this condition from an appropriately qualified person must be provided to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B69	MECHANICAL VENTILATION	All mechanical ventilation systems shall be installed in accordance with the BCA and shall comply with Australian Standards AS1668.2 and AS3666 - Microbial Control of Air Handling and Water Systems of Building, to ensure adequate levels of health and amenity to the occupants of the building and to ensure environment protection, and are to include electro static filtration and ozone odour treatment. Details demonstrating compliance of these requirements shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B70	NOISE	Prior to the issue of the relevant Crown Building Works Certificate, the final construction drawings and final construction methodology must be assessed and reported to be in accordance with the requirements of the Noise Impact Assessment, prepared by SLR, dated April 2019. This must be done by a suitably qualified Acoustic Consultant and submitted to the Certifier.	Contractor	
B71	BARRICADE PERMIT / ROAD OCCUPANCY PERMIT	Where construction/building works require the use of a public place including a road or footpath, approval under section 138 of the Roads Act 1993 for a Barricade Permit/Road Occupancy Licence is to be obtained prior to the commencement of work. Details of the barricade construction, area of enclosure and period of work are required to be submitted to the satisfaction of the relevant road authority.	Contractor	
B72		A Road Occupancy Licence (ROL) should be obtained from the Transport Management Centre prior to any works that may impact on traffic flows on the classified road network during construction activities. A ROL can be obtained through http://myrta.com/oplinc2/pages/security/oplincLogIn.jsf	Contractor	

B73	HOARDINGS	A separate application under section 138 of the Roads Act 1993 is to be made to the relevant road authority to erect a hoarding and/or scaffolding in a public road (if required) and such application is to include:	Contractor	
		(a) Architectural, construction and structural details of the design as well as proposed artwork;		
		(b) Structural certification prepared and signed by an appropriately qualified practising structural engineer.		
		Evidence of the issue of a Structural Works Inspection Certificate and structural certification must be submitted to the Certifier prior to the commencement of works on site.	Contractor	
B74	CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN	Prior to the issue of the relevant Crown Building Works Certificate and to minimise the opportunity for crime in accordance with CPTED principles, the Applicant shall provide detailed design documentation demonstrating compliance with the recommendations of the CPTED Assessment prepared by AECOM dated 2 April 2019 to the Certifier, prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B75	SECURITY RISK ASSESSMENT	Prior to commencement of the relevant works, the Applicant shall provide detailed design documentation demonstrating compliance with the approved undercroft design as required by Condition B5 (g) and recommendations within Part 10 of the Security Risk Assessment Report prepared by Aecom dated 2 April 2019.	Contractor	
B76		Details demonstrating compliance with this requirement must be provided to the Certifier, prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B77	CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN	Prior to the commencement of works, the Applicant shall prepare and implement an updated **Construction Environmental Management Plan** (CEMP) for the development. The CEMP must:	Contractor	
		a) describe the relevant stages and phases of construction, including work program outlining relevant timeframes for each stage/phase;		
		b) include plans demonstrating the boundary of the construction site and any associated areas to be fenced or closed to the public;		
		c) describe all activities to be undertaken on the site during site establishment and construction of the development;		
		d) include a Dust Management Plan, incorporating the mitigation measures outlined in the Air Quality Impact Assessment, prepared by SLR Consulting, dated April 2019		
		e) clearly outline the stages/phases of construction that require ongoing environmental management monitoring and reporting;		
		f) detail statutory and other obligations that the Applicant is required to fulfil during site establishment and construction, including approvals, consultations and agreements required from authorities and other stakeholders, and key legislation and policies;		
		g) include specific consideration of measures to address any requirements of relevant agencies during site establishment and construction;		
		h) describe the roles and responsibilities for all relevant employees involved in the site establishment and construction of the works;		
		i) detail how the environmental performance of the site preparation and construction works will be monitored, and what actions will be taken to address identified potential environmental impacts, including but not limited to noise, traffic and air impacts;		
		j) include measures to ensure adequate groundwater entitlement is sourced in order to account for groundwater flows into the construction excavations, unless any exemption applies;		
		k) management of groundwater during construction;		
		l) document and incorporate all relevant sub environmental management plans (Sub-Plans), control plans, studies and monitoring programs required under this part of the consent; and		
		m) include arrangements for community consultation and complaints handling procedures during construction.		
		In the event of any inconsistency between the consent and the CEMP, the consent shall prevail.		
		Prior to the commencement of works, details demonstrating compliance with the above requirements must be submitted to the Certifier. A copy of the CEMP must be submitted to the Certifier, Council, TfNSW (Maritime) and the Planning Secretary.		
B78	CONSTRUCTION PEDESTRIAN AND TRAFFIC MANAGEMENT PLAN	Prior to the commencement of works, a **Construction Pedestrian and Traffic Management Plan** (CPTMP) shall be prepared in consultation with the Sydney Coordination Office within TfNSW. The CPTMP needs to specify, but not limited to, the following:	Contractor	
		(a) A description of the development;		
		(b) Location of any proposed work zone(s);		
		(c) Location of any crane(s);		
		(d) Haulage routes;		
		(e) A detailed plan identifying all construction vehicle access arrangements;		
		(f) Estimated number of construction vehicle movements, including measures to reduce the number of movements during the AM and PM peak periods;		
		(g) Measures to avoid construction worker vehicle movements;		
		(h) Construction program;		
		(i) Proposed construction hours;		
		(j) Consultation strategy for liaison with surrounding stakeholders, including other developments;		
		(k) Any potential impacts to generate traffic, cyclists, pedestrian and bus and light rail services within the vicinity of the site from the construction of the development;		
		(l) Cumulative construction impacts of the development: Bays Market District, Sydney Metro City and Southwest, Western Harbour Tunnel and Westconnex. Existing CPTMPs for developments within or around the development site should be referenced in the CPTMP to ensure that coordination of work activities are managed to minimise impacts on the road network; and		
		(m) Proposed mitigation measures. Should any impacts be identified, the duration of the impacts and measures proposed to mitigate any associated general traffic, public transport, pedestrian and cyclist impacts should be clearly identified and included in the CPTMP.		
		A copy of the final CPTMP must be submitted to the Coordinator General, Transport Coordination within TfNSW for endorsement prior to the commencement of works.		
		Prior to the commencement of works, details demonstrating compliance with the above requirements must be submitted to the Certifier. A copy of the CPTMP must be submitted to the Certifier, Council, TfNSW (RMS), TfNSW (Maritime) and the Planning Secretary.		
B79	CONSTRUCTION NOISE AND VIBRATION MANAGEMENT PLAN	Prior to the commencement of works, a **Construction Noise and Vibration Management Plan** (CNVMP) prepared by a suitably qualified person must be prepared in consultation with, and address the relevant requirements of, Council and the EPA. The CNVMP shall address (but not be limited to):	Contractor	
		a) Identification of each work area, site compound and access route (both private and public);		
		b) Identification of the specific activities that will be carried out and associated noise sources at the premises and access routes;		
		c) Identification of all potentially affected sensitive receivers using the construction noise objectives identified in accordance with the EPA's Interim Construction Noise Guideline, vibration objectives as identified in accordance with the document Assessing Vibration: A Technical Guideline (DEC 2006), and the road traffic noise objectives as identified in accordance with the NSW Road Noise Policy (DECCW 2011);		
		d) Identification of non-project related constriction activities in the area that may be;		
		e) identify the noise management levels for the project;		
		f) identify the construction methodology and equipment to be used and the key sources of noise and vibration;		
		g) details of all reasonable and feasible management and mitigation measures to be implemented to minimise construction noise and vibration;		
		h) be consistent with and incorporate all relevant recommendations and noise and vibration mitigation measures outlined in the Noise and Vibration Assessment, prepared by SLR, dated April 2019;		
		i) ensure all potentially impacted sensitive receivers are informed by letterbox drops prior to the commencement of construction of the nature of works to be carried out, the expected noise levels and duration, as well as contact details for a construction community liaison officer; and		

		j) include a suitable proactive construction noise and vibration monitoring program which aims to ensure the construction noise and vibration criteria in this consent are not exceeded. Prior to the commencement of works, details demonstrating compliance with the above requirements (B67 (a)-(j)) must be submitted to the Certifier. A copy of the CNVMP must be submitted to the Certifier, Council and the Planning Secretary.		
B80	WASTE MANAGEMENT PLAN	Prior to the commencement any construction (including demolition), a **Waste Management Plan** (WMP) must be prepared. The WMP must: a) demonstrate that an appropriate area will be provided for the storage of garbage bins and recycling containers and all waste and recyclable material generated by the works; b) provide details demonstrating compliance with the relevant legislation, particularly with regard to the removal of asbestos and hazardous waste, the method of containment and control of emission of fibres to the air; c) require that all waste generated during the project is assessed, classified and managed in accordance with the EPA's "Waste Classification Guidelines Part 1: Classifying Waste"; d) require that the body of any vehicle or trailer used to transport waste or excavation spoil from the Subject Site, is covered before leaving the Subject Site to prevent any spill, or escape of any dust, waste, or spoil from the vehicle or trailer; e) require that 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 Subject Site, is removed before the vehicle, trailer or motorised plant leaves the Subject Site. Prior to the commencement of works, details demonstrating compliance with the above requirements (B68 (a)-(e)) and a copy of the WMP must be submitted to the Certifier.	Contractor	
B81	CONSTRUCTION AIR QUALITY MANAGEMENT PLAN	Prior to the commencement of works, a **Construction Air Quality Management Plan** (CAQMP) must be prepared. The CAQMP must be prepared in consultation with, and address the relevant requirements of, Council and the EPA. The CAQMP shall address (but not be limited to): a) describe the measures that would be implemented on site to ensure: (i) the control of air quality and odour impacts of the development; (ii) that these controls remain effective over time; (iii) that all reasonable and feasible air quality management practice measures are employed (iv) the air quality impacts are minimised during adverse meteorological conditions and extraordinary events; and (v) compliance with relevant conditions of consent. b) include performance objectives for monitoring dust and ensuring no off-site air quality impacts to nearby residences and businesses; c) includes an air quality monitoring program that: (vi) is capable of evaluating the performance of the construction works; (vii) includes a protocol for determining any exceedences of the relevant conditions of consent and responding to complaints (viii) adequately supports the air quality performance objectives; and (ix) evaluates and reports on the effectiveness of air quality management for the construction works. d) details on monitoring weather conditions and communicating changing conditions to the workforce; e) stop work procedures if performance objectives are not being met. Prior to the commencement of works, details demonstrating compliance with the above requirements must be submitted to the Certifier. A copy of the CPTMP must be submitted to Certifier and the Planning Secretary.	Contractor	
B82	SOIL AND WATER MANAGEMENT PLAN	Prior to the commencement of works a **Soil and Water Management Plan** (SWMP) must be prepared and submitted to the Certifier. The SWMP must include: a) details of all erosion and sediment controls to be implemented during construction; b) a plan of how all construction works will be managed in a wet-weather event (i.e. storage of equipment, stabilisation of the site); c) a summary of any ground investigations to date; d) detail all off-site stormwater flows from the site and methods to ensure that sediment is not mobilised in stormwater flows leaving the site; e) the measures that must be implemented to manage stormwater and flood flows for small and large sized events, including but not limited to 1 in 1-year ARI, 1 in 5-year ARI and 1 in 100-year ARI; f) the proposed stormwater disposal and drainage from the development, designed in accordance with: (i) Australian Rainfall and Runoff – A Guide to Flood Estimation, Volumes 1 and 2 (1987); (ii) SA/NZS 3500.3.2 National Plumbing and Drainage Part 3.2: Stormwater Drainage – Acceptable Solutions; (iii) Managing Urban Stormwater – Soils and Construction Volume 1 (4th Edition March 2004) g) monitoring techniques; h) methods for testing of the water quality (suspended solids, turbidity and contaminants) prior to discharging from the site to ensure compliance with Managing Urban Stormwater – Soils and Construction Volume 1 (4th Edition March 2004) and Conditions C24, C25 and C26 of this consent. Prior to the commencement of works, details demonstrating compliance with the above requirements must be submitted to the Certifier. A copy of the SWMP must be submitted to Certifier and the Planning Secretary.	Contractor	
B83	STORMWATER DRAINAGE DESIGN (CONNECTIONS TO COUNCIL DRAINAGE SYSTEM)	Prior to the commencement of the relevant works, and where connections to Council's drainage and stormwater system are proposed, the Applicant must prepare a **detailed Stormwater Management Plan** prepared by a suitably qualified and experienced professionals demonstrating compliance with Section 3.7.2 Drainage and Stormwater Management of Sydney DCP 2012 must be submitted to and approved by Council. A stormwater design certification shall be required stating that the proposed design complies with: a) City's Sydney Streets Technical Specifications, Part A4 Drainage Designs; b) Standard drawings; c) City's Sydney Streets Technical Specifications, Part B10: Stormwater Drainage Construction; and d) All relevant standards. Certification is also required of all hydraulic and structural design elements. Structural certification is not required for City of Sydney standard drawings. The above certification shall accompany information that address the requirements of Section 4.5 Data Requirements, Part A4 Drainage Design of City's Sydney Streets Technical Specifications. Sydney Water Requirements - The requirements of Sydney Water about the on-site detention (OSD) of stormwater must be ascertained and complied with. Evidence of Sydney Water approval must be submitted to the Council prior to any Construction Certificate other than demolition.	Contractor	
		Note: A Deed of Agreement for all proposed connections to the City's drainage system, and a Positive Covenant for all OSD systems may be required prior to any commencement of the use or occupation of the development and can take up to three months.	INSW with assistance from the Contractor	
B84	DRAINAGE CONNECTION	Prior to the issue of the relevant Crown Building Works Certificate, for approval of a connection into the Council's drainage system an "Application for Approval of Stormwater Drainage Connections" must be submitted to the Council, together with an application fee in accordance with the Council's adopted Schedule of Fees and Charges. This must be approved prior to the issue of the relevant Crown Building Works certificate.	Contractor	

B85	STORMWATER MANAGEMENT	Prior to the issue of the relevant Crown Building Works Certificate, an electronic copy of the MUSIC Modelling shall be provided to Council for review. A design certification report prepared by a suitably qualified practitioner (NPER) for stormwater quality improvement devices, structural integrity, treatment train and their treatment properties demonstrating compliance of the approved MUSIC link reports above shall be submitted to the Certifier. The approval report shall be provided Council prior to the commencement of the relevant works. Details demonstrating compliance with this requirement shall be submitted to the Certifier.	Contractor	
B86	FLOOD PLANNING LEVELS	The development shall be constructed to comply with the recommended flood planning levels indicated in Table 3-4 of the Flooding and Water Quality Assessment Report prepared by Cardno dated 1 October 2019. Details demonstrating that the development will comply with the recommended flood planning levels shall be submitted to the Certifier prior to the issue of the relevant Crown Building Works Certificate.	Contractor	
B87		All building structures are to be designed to ensure structural integrity for immersion and the impact of hydraulic forces of floodwaters and debris up to the 100-year flood level plus 0.5 metres or Probable Maximum Flood Level whichever is greater. Details demonstrating compliance with this requirement shall be submitted to the Certifier.	Contractor	
B88	SERVICE AND DRAINAGE PIT LIDS	All existing or proposed utility service pit lids throughout the public domain areas owned by Council, shall be heel guard and bicycle safe, finish flush with the adjacent pavement to avoid trip hazards and be clear of obstructions for easy opening and cleaning. Infill pit lids are to be detailed where specified by the Public Domain Officer. Private pits are not allowed in public domain. The details must be shown on the public domain plan and must be approved by the Council prior to the issue of the Crown Building Works Certificate for the public domain works (owned by Council).	Contractor	
B89	WATER QUALITY MANAGEMENT PLAN	Prior to the commencement of the final removal of the cofferdam sheet piles, the Applicant must develop a Water Quality Management Plan, setting out monitoring and associated management triggers and actions to address water quality risks. Consideration should be given to including continuous turbidity monitoring at a site immediately outside the silt curtain and at a nearby background site (unaffected by the project) to allow management triggers to be defined based on an increase in turbidity above background levels.	Contractor	
		Prior to the commencement of the relevant works, details demonstrating compliance with the above requirements and a copy of the Water Quality Management Plan must be submitted to the Certifier.	Contractor	
B90	DEWATERING PLAN	Prior to the commencement of works, the Applicant must prepare a Dewatering Plan demonstrating that dewatering will not result in the discharge of pollutants at non-trivial levels. The Dewatering Plan must be approved by the EPA and include at a minimum:	Contractor	
		a) A description of the dewatering process, monitoring methods, management triggers and actions, and discharge location;		
		b) A characterisation of the expected quality of the proposed discharge in terms of the concentrations and loads of all pollutants present at non-trivial levels;		
		c) An assessment of the potential impact of the discharge on the environmental values of the receiving waterway with reference to the relevant Australian and New Zealand Guidelines for Fresh and Marine Quality guideline values; and		
		d) Where relevant; details of proposed measures proposed to mitigate any identified impacts.		
B91		If any dewatering of the site is to be undertaken, a bore licence may be required from the NSW Office of Water under the provisions of Part V of the Water Act 1912. The NSW Office of Water licences dewatering to allow excavation for construction for a temporary period, usually 12 months.		
		Prior to the commencement of works, details demonstrating compliance with the above requirements and a copy of the Dewatering Plan must be submitted to the Certifier.		
B92	CONTAMINATION	Prior to the commencement of works, an Unexpected Contamination Finds Protocol (UFP) prepared by a suitably qualified and experienced expert shall be prepared. The protocol should include detailed procedures for identifying and dealing with unexpected contamination, asbestos and other unexpected finds. The Applicant should ensure that the procedure includes details of who will be responsible for implementing the unexpected finds procedure and the roles and responsibilities of all parties involved. The UFP must be submitted to the Certifier and EPA. The UFP must be implemented for the duration of construction works.	Contractor	
B93		Prior to the commencement of works, the Applicant must engage an EPA-accredited Site Auditor to prepare interim audit advice which comments on:	INSW	
		(a) The Data Gap Assessment – The New Sydney Fish Market 1A to 1C Bridge Road, Glebe NSW, Revision A (dated 12 March 2019) prepared by JBS&G Australia Pty Ltd for UrbanGrowth NSW Development Corporation which comments on the appropriateness of the assessment and the assessment's conclusions;		
		(b) Whether the characterisation of the site is sufficient to ensure any asbestos containing materials in soils and at ground surface are managed appropriately;		
		(c) Whether the Hazardous Materials Management Plan, prepared by JBS&G (dated 8 April 2019), requirements for managing asbestos at ground surface and in soils are appropriate.		
		Any deficiencies identified by the auditor in the interim audit advice must be addressed.	Contractor	
B94		Prior to the commencement of works, the Applicant must engage an EPA-accredited auditor to prepare a Section B Site Audit Statement that confirms that the remediation action plan is appropriate for the site and that the site can be made suitable for the proposed use.	INSW	
		The Applicant must adhere to the management measures accepted or recommended by the site auditor.	Contractor	
B95		Prior to the commencement of works, details demonstrating compliance with the above requirements (Conditions B73-B76) must be submitted to the Certifier. A copy of all the documentation outlined in the above requirements (Conditions B74-B76) must be submitted to the Planning Secretary.	Contractor	
B96	HAZARDOUS MATERIALS MANAGEMENT PLAN	Prior to the commencement of demolition works, an updated **Hazardous Materials Management Plan** (HMMP) prepared by a suitably qualified person, shall be submitted to the Certifier. The HMMP must be prepared in consultation with the EPA and SafeWork NSW. The HMMP must:	Contractor	
		a) ensure the development complies with the NSW Occupational Health and Safety Regulation 2001 and Part 7 of the Protection of the Environment Operations (Waste) Regulation 2014;		
		b) be consistent with Safe Work Australia's codes of practice How to Safely Remove Asbestos 2011 and How to Manage and Control Asbestos in the Workplace 2011;		
		c) identify any known or potential areas of concern on site for hazardous and asbestos containing materials;		
		d) outline the procedures for identification, handling and disposal of hazardous materials;		
		e) include an Asbestos Management Plan;		
		f) ensure that all hazardous materials would be handled and disposed of by suitably qualified and licensed experts in accordance with the relevant guidelines and legislation;		
		g) ensure an induction process is in place for site workers and visitors regarding the identification of hazardous and asbestos containing materials and the formal procedures to be followed if such materials are identified on site;		
		h) include a suitable airborne asbestos fibre monitoring program for all asbestos removal works areas; and		
		i) outline the procedures for validation and inspection following the completion of asbestos removal works and issuing of asbestos clearance certificates		

		i) be guided by the processes and procedures outlined in the Hazardous Materials Management Plan, prepared by JBS&G, dated 8 April 2020 and the SEPP 33 Assessment, prepared by RiskCon Engineering, dated 18 April 2019.		
		Prior to the commencement of works, details demonstrating compliance with the above requirements (Condition B77 (a)-(j)) must be submitted to the Certifier. A copy of the HMMP must be submitted to the Certifier, EPA, Safework NSW and the Planning Secretary.		
		Prior to the commencement of works, a copy of the HMMP must be submitted to the EPA, SafeWork NSW and the Department.	Contractor	
B97		The Applicant shall comply with any notification requirements to SafeWork NSW concerning the handling and removal of any asbestos.	Contractor	
B98		Prior to the commencement of any work, the Applicant is required to satisfy the requirements of the Protection of the Environment Operations (Waste) Regulation 2014 with particular reference to Part 7 'asbestos wastes'.	Contractor	
B99	REQUIREMENTS OF PUBLIC AUTHORITIES FOR REMOVAL / RELOCATION OF SERVICES	Prior to the commencement of any works, the Applicant shall comply with the requirements of any public authorities (e.g. Sydney Water, Ausgrid, Telstra etc) in regard to the connection, relocation or removal of services affected by the demolition works. Any costs in relocation, adjustment or support of services are the responsibility of the Applicant.	Contractor	
B100	PRE-CONSTRUCTION DILAPIDATION REPORT	Prior to the commencement of works, the Applicant is to engage a suitably qualified professional(s) to prepare a Pre-Construction Dilapidation Report detailing the current structural condition of all retained and existing and adjoining building, infrastructure and roads with the zone of influence. The report must be submitted to the Certifier prior to the commencement of works. A copy of the report must be forwarded to the affected landowners.	Contractor	
		The Pre-Construction Dilapidation Report must also include a photographic recording of the public domain site frontages. The recording must include clear images of the foreshore, footpath, nature strip, kerb and gutter, driveway crossings and laybacks, kerb ramps, road carriageway, street trees and plantings, parking restriction and traffic signs, and all other existing infrastructure along the street. The form of the recording is to be as follows:	Contractor	
		a) a PDF format report containing all the images that clearly demonstrates the existing site conditions;		
		b) each image is to be labelled to identify the elements depicted, the direction that the image is viewed towards, and include the name of the relevant street frontage;		
		c) each image is to be numbered and cross referenced to a site location;		
		d) a summary report, prepared by a suitable professional, must be submitted in conjunction with the images detailing the project description, identifying any apparent existing defects, detailing the date and authorship of the photographic record, the method of documentation and limitations of the photographic record.		
B101	ABORIGINAL CULTURAL HERITAGE	The recommendations of the Aboriginal Cultural Heritage Assessment (ACHA), prepared by Artefact, dated July 2017 and updated last on 27 August 2019, shall be implemented as relevant to the site and Development. This shall include an Aboriginal Heritage Interpretation Plan and unexpected finds protocol. Prior to the commencement of works, details demonstrating compliance with this requirement shall be submitted to the Certifier.	Contractor	
B102	AIR QUALITY	The mitigation measures in Part 7.4 of the Air Quality Assessment (AQA), prepared by SLR, dated April 2019 shall be implemented thorough to the detailed design, construction and operation, including exhausting, treatment of exhaust, temperature control, operational measures and monitoring. Prior to the issue of the relevant Crown Building Works Certificate, details demonstrating compliance with this requirement shall be submitted to the Certifier.	Contractor	
B103	MARINE ECOLOGY	All recommendations within the Marine Ecology Assessment report (MEA), prepared by Ecological Australia, dated 2 April 2019 shall be implemented, including preparation of an Aquatic Biodiversity Management Plan (ABMP), which shall address OEH guidelines. Further, research from Macquarie University and University of NSW to enhance native habitat-forming organisms shall be included in the ABMP, once proof of the concept phase is completed, where relevant. Prior to the commencement of works, details demonstrating compliance with this requirement shall be submitted to the Planning Secretary and Certifier.	Contractor	
B104	ACOUSTIC IMPACT	Further consultation shall occur with the Body Corporate of No. 84 Wentworth Park Road, including with involvement of an acoustic expert, seeking to incorporate reasonable acoustic mitigation measures at that property to meet acoustic guidelines (subject to agreement of that property). If either agreement is not reached or the applicant believes suggested measures are unreasonable, written proof of the engagement and situation shall be provided to the Planning Secretary. Prior to the commencement of works, details demonstrating compliance with this requirement shall be submitted to the Planning Secretary and Certifier.	INSW	
B105	VEHICLE CLEANSING	Prior to the commencement of work, suitable measures are to be implemented to ensure that sediment and other materials are not tracked onto the roadway by vehicles leaving the site. It is an offence to allow, permit or cause materials to pollute or be placed in a position from which they may pollute waters.	Contractor	
B106	MICROBAT MANAGEMENT PLAN	Prior to the commencement of works, the Microbat Management Plan (MMP), prepared by Ecological Australia, dated 6 May 2020, must be amended to the satisfaction of EESG.	INSW	
		Prior to the commencement of works, details demonstrating compliance with this requirement and any provision of the MMP shall be submitted to the Certifier. A final copy of the MMP shall be submitted to the Certifier, Planning Secretary and Co-ordinator General EESG.	Contractor	
B107	DEMOLITION	The work plans required by AS 2601-2001 must be accompanied by a written statement from a suitably qualified person that the proposals contained in the work plan comply with the safety requirements of the Standard. The work plans and the statement of compliance must be submitted to the Certifier before the commencement of works	Contractor	
B108	TREE SELECTION AND MANAGEMENT	The Applicant must ensure:	Contractor	
		a) tree species for the proposed replanting within the site should be selected in consideration of 'Section 3.5.2 Urban vegetation' of the Sydney Development Control Plan 2012.		
		b) the tree species for the replanting proposed for the northern side of Bridge Road must be Lophostemon confertus (Brush Box) in accordance with the City of Sydney Street Tree Master Plan: Part C – Precinct Plans.		
		c) soil improvements must be provided for the replanting proposed for the northern side of Bridge Road in accordance with the City of Sydney Street Tree Master Plan: Part D – Technical Guidelines.		
		d) all new trees must have a minimum container size of 400L at the time of planting.		
		e) all new trees must be grown in accordance with the Australian Standard 'AS2303:2018 Tree stock for landscape use'.		
		f) all trees on Bridge Road must be shade tolerant.		
PART C DURING CONSTRUCTION				
C1	DEMOLITION	Demolition work must comply with Australian Standard AS 2601-2001 The demolition of structures (Standards Australia, 2001). The work plans required by AS 2601-2001 must be accompanied by a written statement from a suitably qualified person that the proposals contained in the work plan comply with the safety requirements of the Standard.	Contractor	
		Construction, including the delivery of materials to and from the site, may only be carried out between the following hours:		

C2	HOURS OF CONSTRUCTION	(a) between 7.00 am and 5.30 pm, Mondays to Fridays inclusive; and	Contractor	
		(b) between 7.30 am and 3.30 pm, Saturdays.		
C3		No work may be carried out on Sundays or public holidays.		
C4		Activities may be undertaken outside of these hours if required:		
		(a) by the Police or a public authority for the delivery of vehicles, plant or materials;		
		(b) in an emergency to avoid the loss of life, damage to property or to prevent environmental harm.		
C5		Notification of such activities must be given to affected residents before undertaking the activities or as soon as is practical afterwards.	Contractor	
C6		Rock breaking, rock hammering, sheet piling, pile driving, and similar activities may only be carried out between the following hours:	Contractor	
		(a) 9.00 am to 12.00 pm, Monday to Friday;		
		(b) 1.00 pm to 5.00 pm Monday to Friday; and		
		(c) 9.00 am to 1.00 pm, Saturday.		
C7		Notwithstanding Condition C6 above, rock breaking, rock hammering, sheet piling, pile driving, and similar activities may be carried out only if these activities do not exceed the noise management levels identified in the Noise Impact Assessment prepared by SLR dated April 2019.	Contractor	
C8	NOISE AND VIBRATION MANAGEMENT	The development must be constructed with the aim of achieving the construction noise management levels detailed in the Interim Construction Noise Guideline (Department of Environment and Climate Change, 2009). All feasible and reasonable noise and vibration mitigation measures shall be implemented and any activities that could exceed the construction noise or vibration management levels shall be identified and managed in accordance with the **CEMP** and **CNVMP.**	Contractor	
C9		If the noise from a construction activity is substantially tonal or impulsive in nature (as described in Chapter 4 of the NSW Industrial Noise Policy), 5 dB(A) must be added to the measured construction noise level when comparing the measured noise with the construction noise management levels	Contractor	
C10		The Applicant must schedule intra-day 'respite periods' for construction activities predicted to result in noise levels in excess of the "highly noise affected" levels, including the addition of 5 dB to the predicted levels for those activities identified in the Interim Construction Noise Guideline as being particularly annoying to noise sensitive receivers.	Contractor	
C11		Wherever practical, and where sensitive receivers may be affected, piling activities are completed using bored piles. If driven piles are required, they must only be installed where outlined in the **CEMP** and **CNVMP.**	Contractor	
C12		Vibration caused by construction at any residence or structure outside the subject site must be limited to:	Contractor	
		(a) for structural damage vibration to buildings (excluding heritage buildings), *British Standard BS 7385 Part 2-1993 Evaluation and Measurement for Vibration in Buildings*;		
		(b) for structural damage vibration to heritage buildings, *German Standard DIN 4150 Part 3 Structural Vibration in Buildings Effects on Structure*;		
		(c) 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.		
C13	DISPOSAL OF SEEPAGE AND STORMWATER	Any seepage or rainwater collected on-site during construction shall be either re-used or disposed of, so as not to cause pollution. Seepage or rainwater shall not be pumped to the street stormwater system unless separate prior approval is given in writing by the relevant authority.	Contractor	
C14	APPROVED PLANS TO BE ONSITE	A copy of the approved and certified plans, specifications and documents incorporating conditions of approval and certification must be kept on the Subject Site at all times and must be readily available for perusal by any officer of the Department, Council or the Certifier.	Contractor	
C15	SITE NOTICE	A site notice(s) must be prominently displayed at the boundaries of the Subject Site for the purposes of informing the public of project details including, but not limited to the details of the Builder, Certifier and Structural Engineer. The notice(s) is to satisfy all, but not be limited to, the following requirements:	Contractor	
		a) minimum dimensions of the notice are to measure 841mm x 594mm (A1) with any text on the notice to be a minimum of 30-point type size;		
		b) the notice is to be durable and weatherproof and is to be displayed throughout the works period;		
		c) the approved hours of work, the name of the site/project manager, the responsible managing company (if any), its address and 24-hour contact phone number for any inquiries, including construction/noise complaint are to be displayed on the site notice; and		
		d) the notice(s) is to be mounted at eye level on the perimeter hoardings/fencing and is to state that unauthorised entry to the site is not permitted.		
C16	ASSOCIATED ROADWAY COSTS	All costs associated with the construction of any new road works, including kerb and gutter, road pavement, drainage system and footway must be borne by the Applicant. For any road works on Council owned land, the new road works must be designed and constructed in accordance with the Council's "Development Specification for Civil Works Design and Construction".	Contractor	
C17	CONTAMINATION	All remediation work must be undertaken in accordance with the remediation action plan and site auditor's section B Site Audit Statement.	Contractor	
C18		Should any new information come to light during demolition or construction works which has the potential to alter previous conclusions about site contamination, the Department must be immediately notified, and works must cease. Works must not recommence on site until the Department confirms works can recommence.		
C19		The Applicant must ensure the proposed development does not result in a change of risk in relation to any pre-existing contamination on the site so as to result in significant contamination [note this would render the Applicant the 'person responsible for the contamination under section 6(2) of the *Contaminated Land Management Act 1997*].		
C20		The EPA is to be notified under section 60 of the Contaminated Land Management Act 1997 for any contamination identified which meets the triggers in the *Guidelines for the Duty to Report Contamination* under the *Contaminated Land Management Act 1997* (EPA, 2015) (www.epa.nsw.gov.au/resources/clm/150164-report-land-contamination-guidelines.pdf).		
C21	SAFEWORK NSW REQUIREMENTS	To protect the safety of work personnel and the public, the work site must be adequately secured to prevent access by unauthorised personnel, and work must be conducted at all times in accordance with relevant SafeWork NSW requirements.	Contractor	
C22	HOARDING/FENCING REQUIREMENTS	The following hoarding requirements must be complied with:	Contractor	
		a) no third-party advertising is permitted to be displayed on the subject hoarding/fencing; and		
		b) the removal of all graffiti from any construction hoarding/fencing or the like within the construction area within 48 hours of its application.		
C23	IMPLEMENTATION OF MANAGEMENT PLANS	The Applicant must ensure the requirements of the **CEMP, CNVMP, CPTMP, CVTMP, WMP, WSMP, SMP, CAQMP, HMMP** and the **MMP** required by **Part B** of this consent are implemented during construction.	Contractor	
C24	IMPLEMENTATION OF REPORT RECOMMENDATIONS	The Applicant must ensure the requirements of the **ACHA, AQA and MEA** required by **Part B** of this consent are implemented during construction.	Contractor	
C25	IMPACT OF BELOW GROUND (SUB SURFACE) WORKS – NON-ABORIGINAL OBJECTS	If during the course of construction, the Applicant becomes aware of any previously unidentified heritage object(s), all work likely to affect the object(s) must cease immediately and the Heritage Division must be notified immediately and consulted with regard to the recommencement of works. This protocol must be included in the induction for all construction workers on the site.	Contractor	
C26	IMPACT OF BELOW GROUND (SUB SURFACE) WORKS – ABORIGINAL OBJECTS	If during the course of construction the Applicant becomes aware of any previously unidentified Aboriginal object(s), all work likely to affect the object(s) must cease immediately and EESG informed in accordance with section 89A of the *National Parks and Wildlife Act 1974*. Relevant works must not recommence until written authorisation from the Heritage Division is received by the Applicant. This protocol must be included in the induction for all construction workers on the site.	Contractor	
C27	MARITIME HERITAGE	The Applicant must ensure that all the mitigation measures and archaeological test excavation strategy outlined in the Maritime Heritage Impact Assessment prepared by Comber Consultants are implemented throughout construction works.	INSW	

C28	HERITAGE	All works must be carried out in accordance with the mitigation measures outlined in Section 11 of the Heritage Impact Statement (Revision 5) prepared by City Plan Heritage dated 26 March 2019, particularly regarding the following:		
		a) engagement of a built heritage specialist;	Contractor	
		b) heritage listed stormwater;	Contractor	
		c) preparation of a physical archive;	INSW	
		d) archival photographic recording of the coal loader and office/weighbridge (prior to commencement of works);	INSW	
		e) salvage methodology;	INSW	
		f) archaeology.	INSW	
C29	WASTE MANAGEMENT	Notwithstanding the WMP, the Applicant must ensure that:	Contractor	
		a) all waste generated by the development is classified and managed in accordance with the EPA's *Waste Classification Guidelines Part 1: Classifying Waste 2009*;		
		b) all waste generated by the development is treated and/or disposed of at a facility that has sufficient capacity to and may lawfully accept that waste;		
		c) any vehicle used to transport waste or excavation spoil from the site is covered before leaving the premises;		
		d) the wheels of any vehicle, trailer or mobilised plant leaving the site and cleaned of debris prior to leaving the premises.		
C30	USE OF SILT CURTAINS	The Applicant must ensure silt curtains are installed throughout the duration of the works to minimise disturbance and mobilisation of sediments and contaminants in the seabed of Blackwattle Bay. The silt curtains must be installed and maintained throughout the duration of works. The silt curtain must extend from the surface of the water to the seabed and ensure that all attachment points for the silt curtains are firmly anchored to avoid gaps and release of contaminants.	Contractor	
C31	TRENCHING, DREDGING AND RECLAMATION	No trenching (except where approved by Sydney Water or required and approved under this consent), dredging or reclamation work in Blackwattle Bay is permitted at any time during the works.	Contractor	
C32	WATER QUALITY	All works must be undertaken in a manner that ensures the protection of the water quality objectives and environmental values for Sydney Harbour estuarine waters in accordance with the NSW Water Quality Objectives and the Australian and New Zealand Guidelines for Fresh and Marine Water Quality (2000) for the environmental values under the ANZECC Guidelines.	Contractor	
C33		No contaminated or treated site waters (surface, collected groundwater or contaminated construction waters) are permitted to be discharged into Sydney Harbour.		
C34		No approval is permitted to pollute waters. All water discharge from the site must meet all requirements of the *Protection of Environment Operations Act 1997*.		
C35		Contaminated groundwater shall not be discharged into Council's stormwater drainage system. Options for the disposal of groundwater include disposal to sewer with prior approval from Sydney Water or off-site disposal by a liquid waste transporter for treatment/disposal to an appropriate waste treatment/processing facility.		
C36	IDENTIFICATION AND REMOVAL OF HAZARDOUS MATERIALS	Any hazardous materials, including asbestos, must be identified before demolition work commences and be removed in a safe manner.	Contractor	
C37		Removal of asbestos and other hazardous building materials must be undertaken by a suitably licensed contractor and an asbestos clearance certificate must be provided before waste classification, disposal or site validation is undertaken.	Contractor	
C38	IMPORTED FILL	All fill imported onto the site shall be validated to ensure the imported fill is suitable for the proposed land use from a contamination perspective. Fill imported on to the site shall also be compatible with the existing soil characteristics for site drainage. The Minister may require details of appropriate validation of imported fill material to be submitted with any application for future development of the site. Hence, all fill imported onto the site should be validated by either one or both of the following methods during remediation works:	Contractor	
		a) Imported fill must be accompanied by documentation from the supplier which certifies that the material is not contaminated based upon analyses of the material for the known past history of the site where material is maintained; and/or		
		b) sampling and analysis of the fill material shall be conducted in accordance with NSW EPA (1995) Sampling Guidelines.		
C39	CONSTRUCTION VEHICLES	All demolition and construction vehicles are to be contained wholly within the site and vehicles must enter the site before stopping.	Contractor	
C40	COVERING OF LOADS	All vehicles involved in the excavation and / or demolition process and departing from the property with materials, spoil or loose matter must have their loads fully covered before entering the public roadway.	Contractor	
C41	VEHICLE CLEANSING	Prior to the commencement of work, suitable measures are to be implemented to ensure that sediment and other materials are not tracked onto the roadway by vehicles leaving the site. It is an offence to allow, permit or cause materials to pollute or be placed in a position from which they may pollute waters.	Contractor	
C42	STOCKPILE MANAGEMENT	The Applicant must ensure:	Contractor	
		a) stockpiles of material do not exceed 4 metres in height;		
		b) stockpiles of material are constructed and maintained to prevent cross contamination; and		
		c) suitable erosion and sediment controls are in place for stockpiles.		
C43	STOCKPILE	The Applicant must ensure:	Contractor	
		a) no stockpiles of soil or other materials shall be placed on footpaths or nature strips unless prior approval has been obtained from Council's Construction Regulation Team;		
		b) all stockpiles of soil or other materials shall be placed away from drainage lines, gutters or stormwater pits or inlets;		
		c) all stockpiles of soil or other materials likely to generate dust or odours shall be covered;		
		d) all stockpiles of contaminated soil shall be stored in a secure area and be covered if remaining more than 24 hours.		
C44	EROSION AND SEDIMENT CONTROL	All erosion and sediment control measures are to be effectively implemented and maintained at or above design capacity for the duration of the construction works and until such time as all ground disturbed by the works has been stabilised and rehabilitated so that it no longer acts as a source of sediment.	Contractor	
		Adequate measures shall be taken to prevent dust from affecting the amenity of the neighbourhood during construction. In particular, the following measures should be adopted:		

C45	DUST CONTROL MEASURES	a) physical barriers shall be erected at right angles to the prevailing wind direction or shall be placed around or over dust sources to prevent wind or activity from generating dust emissions; b) earthworks and scheduling activities shall be managed to coincide with the next stage of development to minimise the amount of time the site is left cut or exposed; c) all materials shall be stored or stockpiled at suitable locations and stockpiles shall be maintained at manageable sizes which allow them to be covered, if necessary, to control emissions of dust and/or VOCs/odour; d) the surface should be dampened slightly to prevent dust from becoming airborne but should not be wet to the extent that run-off occurs; e) all vehicles carrying spoil or rubble to or from the site shall at all times be covered to prevent the escape of dust or other material; f) all equipment wheels shall be washed before exiting the site using manual or automated sprayers and drive-through washing bays; g) gates shall be closed between vehicle movements and shall be fitted with shade cloth; and h) cleaning of footpaths and roadways shall be carried out regularly.	Contractor	
C46	PROTECTION OF TREES	The Applicant must ensure: (a) no street trees on public land are trimmed or removed unless it forms a part of this development consent or is required in an emergency to avoid the loss of life or damage to property; (b) all trees that are not approved for removal are to be suitably protected by way of tree guards, barriers or other measures to protect the root systems, trunk and branches during construction, in accordance with AS 4970:2009; and (c) any removal works are to be undertaken by a qualified arborist recognised within the Australian Qualification Framework, with a minimum five years of continual experience within the industry of operational amenity arboriculture and covered by appropriate and current types of insurance to undertake such works and in accordance with AS 4373:2007.	Contractor	
C47	PROTECTION OF TREES WITHIN WENTWORTH PARK	The demolition of the existing footpath, kerb and gutter along the southern side of Bridge Road shall be supervised by the Project Arborist. The works should be undertaken using a compact excavator (<2T fitted with a flat bladed bucket). The excavator operator should be guided by a spotter at all times and machinery movements should be restricted to areas of existing pavement or ground protection. The asphalt surface, kerb and gutter should be broken up into small sections and carefully removed to minimise disturbance to the underlying sub-base/soil profile and prevent root damage.	Contractor	
		Existing underground structures and sub-base materials should be left in situ and reused (where possible). Where the removal of the sub-base is required, the works should be undertaken using a combination of machine excavation (<2T fitted with a flat bladed bucket) and hand excavation to prevent root damage. Roots (>25mmø) should be retained and protected for assessment by the Project Arborist.		
C48		Existing pits to be decommissioned within tree protection zone areas should be left in situ and infilled (where possible). Where their removal is required, the pits should be broken-up into small sections and carefully removed to minimise disturbance to the adjacent sub-base/soil profile and prevent root damage.		
C49		Machinery operators should be guided by a spotter when working along the southern side of the Bridge Road carriageway to ensure that the crowns of the trees in Wentworth Park are not damaged.		
C50		The works on Bridge Road shall be undertaken using a combination of machine excavation and hand excavation (as detailed above) to minimise disturbance to the underlying sub-base/soil profile and prevent root damage. Roots (>25mmø) should be retained and protected for assessment by the Project Arborist. Existing sub-base layers should be retained and reused where possible. New pavement sub-base layers should be thinned to enable the retention of roots (>25mmø) as required by the Project Arborist. Root pruning should be undertaken by the Project Arborist only. Roots to be retained should be protected by wrapping in Abelflex (or similar compressible material) with the new sub-base materials installed around the root. Compaction of the surrounding sub-base should be undertaken using hand tools only.		
C51		The existing masonry boundary wall along the southern side of Bridge Road, wall has three (3) openings and a set of stairs that provide access to the footpath on Bridge Road. In addition, a section of boundary wall is cracked and bowed, presumably due to roots from the fig trees in the park exerting pressure on the rear of the wall. Any works associated with these areas will need to use tree sensitive design and construction methods and may require preliminary, exploratory root investigations to ensure the root systems of the trees in the park is not significantly impacted.		
C52		Works to the kerb section in the structural root zone of Tree A as identified in the Arboricultural Impact Assessment report, prepared by Tree IQ, dated 26 June 2019 shall use tree sensitive design and construction methods. Preliminary, exploratory root investigations to ensure its root system is not significantly impacted may need to be undertaken.		
C53		Sections of new stormwater pipes and pits connecting to existing infrastructure are to be installed along the southern edge of the carriageway of Bridge Road and existing pits within the footpath are to be raised in line with new footpath levels. The installation of underground services and pits shall be supervised by the Project Arborist. The works shall be undertaken using a combination of machine excavation and hand excavation (as detailed above) to prevent root damage. Roots (>25mmø) should be retained and protected for assessment by the Project Arborist.		
C54		Services shall be located around/below roots (>25mmø) and the location of pits adjusted as required by the Project Arborist. Existing pits that are to be raised in line with new footpath levels shall be retained and extended rather than replaced with new pits (where possible). Alternatively, boring methods may be used for underground service installation where the obvert level (highest interior level of pipe) is greater than 1500mm below existing grade. Excavations for starting and receiving pits for boring equipment should be located outside of the tree protection zones areas or located to avoid roots (>25mmø) as required by the Project Arborist.		
C55		The pruning of trees 1WP, 15-23WP and 25-37WP as identified in the Arboricultural Impact Assessment report, prepared by Tree IQ, dated 26 June 2019, shall be: (a) subject to a second assessment of pruning requirements undertaken when Bridge Road is closed to vehicular traffic (b) undertaken in accordance with the pruning specifications as identified in Appendix 4 of the Arboricultural Impact Assessment report, prepared by Tree IQ, dated 26 June 2019.		
C56		An appropriately qualified Consultant Arborist (AQF Level 5 minimum) must provide a secondary pruning specification, at the completion of the road elevation works, to ensure canopy clearance compliance along the Wentworth Park length of Bridge Road. The Consultant Arborist must produce a Pruning Specification Report which specifies the required pruning in accordance with the Australian Standard 'AS4373:2007 Pruning of amenity trees'. The Pruning Specification Report must be provided to the City for consideration. All tree pruning must be undertaken by the City's contractors.		
C57	ACID SULFATE SOILS	The Applicant must ensure that any acid sulfate soil (ASS) and potential acid sulfate soil (PASS) excavated or other disturbed during construction is managed in accordance with the *Acid Sulfate Soils Manual 1988* (NSW Acid Sulfate Soil Management Advisory Committee and the EPA's *Waste Classification Guidelines 2014* (Part 4: Acid Sulfate Soils).	Contractor	
C58		All recommendations contained in the Acid Sulfate Soils Management Plan prepared by JBS & G Australia Pty Ltd dated 4 April 2019 must be implemented throughout the works.	Contractor	
C59	NO OBSTRUCTION OF THE PUBLIC WAY	Unless otherwise authorised, the public way must not be obstructed by any materials, vehicles, refuse skips or the like, under any circumstances. Non-compliance with this requirement will result in the issue of a notice by the Planning Secretary to stop all work on site.	Contractor	
C60	DAMAGE TO THE PUBLIC WAY	Any damage to the public way, including trees, footpaths, kerbs, gutters, road carriageway and the like, must immediately be made safe and functional by the Applicant.	Contractor	
C61	BUNDING	The Applicant shall store all chemicals, fuels and oils used on-site in appropriately bunded areas in accordance with the requirements of all relevant Australian Standards, EPL requirements and/or EPA's *Storing and Handling Liquids: Environmental Protection – Participants Handbook*.	Contractor	
C62	MICROBAT MANAGEMENT PLAN AND MICROBATS	All measures and commitments contained in the Microbat Management Plan (MMP) approved by EESG shall be implemented throughout the works.	Contractor	
C63		An ecologist with microbat specialist knowledge and experience must be engaged during the works.	INSW with assitance from the Contractor	

C64	CONTACT TELEPHONE NUMBER	The Applicant shall ensure that the 24-hour contact telephone number is continually attended by a person with authority over the works for the duration of the development.	Contractor	
PART IPRIOR TO OCCUPATION OR COMMENCEMENT OF USE				
D1	NOTIFICATION	The Applicant must notify the Department that the construction works are complete within one week of completing the works.	Contractor	
D2	PROTECTION OF PUBLIC INFRASTRUCTURE.	Unless the Applicant and the applicable authority agree otherwise, the Applicant must: (a) repair, or pay the full costs associated with repairing, any public infrastructure that is damaged by carrying out the development; and (b) relocate, or pay the full costs associated with relocating any infrastructure that needs to be relocated as a result of the development.	Contractor	a) To the extent the Contractor has caused the damage requiring repair. B) To the extent this is not an Unexpected Site Condition or Authority including Service Authority change as defined by the Contract.
D3	REPAIR OF DAMAGE (ROADS AND PUBLIC DOMAIN)	All public footways, paving, sub-surface infrastructure, kerbs, gutters and road pavement damaged during the works are to be immediately repaired following the damage, to a satisfactory state that provides for safe use by pedestrians and vehicles.	Contractor	
D4	CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN	Prior to the commencement of use, evidence shall be submitted to the Certifier demonstrating the recommendations of the CPTED Report, prepared by Aecom, dated 2 April 2019 (Condition B74) have been fulfilled.	Contractor	
D5	SECURITY RISK ASSESSMENT	Prior to the commencement of use, evidence shall be submitted to the Certifier demonstrating the recommendations of the Security Risk Assessment Report, prepared by Aecom, dated 2 April 2019 (Condition B75) have been fulfilled.	Contractor	
D6	FIRE SAFETY CERTIFICATION	Prior to the occupation or commencement of use of the development, a **Fire Safety Certificate** shall be obtained for all the Essential Fire or Other Safety Measures forming part of this consent. A copy of the Fire Safety Certificate must be submitted to the relevant authority and be prominently displayed in the building.	Contractor	
D7	EXTERNAL WALLS AND CLADDING FLAMMABILITY	Prior to occupation or commencement of the use, evidence shall be submitted to the Certifier demonstrating all external walls of the building, including cladding, comply with the relevant requirements of the BCA, consistent with the requirements of **Condition B17**.	Contractor	
D8	ENVIRONMENTAL SUSTAINABILITY	Prior to occupation or commencement of the use, the Applicant is to provide documentation to the Certifier demonstrating the development has incorporated, and would operate in accordance with, the environmental sustainability objectives, measures and initiatives outlined in the Ecologically Sustainable Development Report, prepared by Wood and Grieve, dated 26 September 2019.	Contractor	
D9		Prior to the occupation or commencement of use, the Applicant must demonstrate the development will achieve a minimum 5-Star Green Star Design and As Built rating.	Contractor	
D10	STRUCTURAL INSPECTION CERTIFICATE	A **Structural Inspection Certificate** or a **Compliance Certificate** must be submitted to the Certifier prior to the use of the development and/or use of the premises. A copy of the Certificate with an electronic set of final drawings (contact approval authority for specific electronic format) shall be submitted to the Department and Council after: a) the site has been periodically inspected and the Certifier is satisfied that the structural works is deemed to comply with the final design drawings; and b) the drawings listed on the Inspection Certificate have been checked with those listed on the final Design Certificate/s.	Contractor	
D11	REMEDIATION – SITE VALIDATION	Prior to occupation or the commencement of the use, the Applicant shall submit a detailed Site Audit Summary report and Site Audit Statement and Validation Report to the EPA, Council, Planning Secretary and Certifier.	INSW with assitance from the Contractor	
D12		The site audit must be prepared in accordance with the Contaminated Land Management Act 1997 and completed by a site auditor accredited by the EPA to issue Site Audit Statements.	INSW with assitance from the Contractor	
D13		The site auditor must also verify that any excavated material disposed off site, has been appropriately classified, validated, managed and the relevant approvals obtained in accordance with the relevant legislation and any relevant approved materials management plan(s).	INSW with assitance from the Contractor	
D14		On completion of the remediation works, the Council shall be notified in accordance with the relevant requirements of SEPP 55 – Remediation of Land.	Contractor	
D15	CONSTRUCTED FLOOR LEVELS AND FLOODING	Prior to occupation or commencement of the use, a certification report prepared by a Civil Engineer shall be submitted to the Certifier stating that the development has been constructed in accordance with the recommendations of the Flooding and Water Quality Assessment Report, prepared by Cardno dated 1 October 2019.	Contractor	
D16		Prior to the occupation or commencement of the use, a Flood Management Plan shall be prepared and submitted to the Certifier and Planning Secretary.	Contractor	
D17	POST CONSTRUCTION DILAPIDATION REPORT	Prior to occupation or commencement of the use: a) the Applicant must engage a suitably qualified person to prepare a post-construction dilapidation report. This report must ascertain whether the construction works created any structural damage to adjoining buildings, infrastructure and roads. b) the report is to be submitted to the Certifier. In ascertaining whether adverse structural damage has occurred to adjoining buildings, infrastructure and roads, the Certifier must: c) compare the post-construction dilapidation report with the pre-construction dilapidation report required by these conditions; d) have written confirmation from the relevant authority that there is no adverse structural damage to their infrastructure and roads; and	Contractor	

		a) a copy of this report is to be forwarded to the Certifier, Council, the Planning Secretary and each of the affected property owners.		
D18	STORMWATER COMPLETION DEED OF AGREEMENT AND POSITIVE COVENANT	Prior to occupation or commencement of the use:		
		a) the Owner is required to enter into a Deed of Agreement with the Council and obtain registration of Title of a Positive Covenant for all proposed connections to the Council's underground drainage system; and	INSW	
		b) a positive covenant must be registered on the property title for all drainage systems involving On Site Detention (OSD) to ensure maintenance.	INSW	
D19	OPERATIONAL MANAGEMENT PLAN	Prior to occupation or commencement of the use, a detailed Operational Management Plan must be prepared by a suitably qualified person and submitted to and approved by the Planning Secretary. The Plan must be prepared in consultation with Council and shall include of the requirements of this consent, as relevant.	Operator	
D20	FREIGHT AND SERVICING	Prior to occupation or commencement of the use, the Applicant shall update the draft Loading Dock Management Plan to prepare a detailed Freight and Servicing Management Plan (FSMP) in consultation with the Sydney Coordination Office with TfNSW. The Applicant shall submit a copy of the final plan to the Coordinator General, Transport Coordination for endorsement. The Plan needs to specify, but not be limited to, the following:	Operator	
		a) Details of the development's freight and servicing profile, including the forecast freight and servicing traffic volumes by vehicle size, frequency, time of day and duration of stay;		
		b) Loading dock management details, to ensure the demand for loading dock spaces does not exceed supply and measures to minimise freight and service vehicle movements during peak periods;		
		c) Management of incidents at the access to the loading dock;		
		d) Details of measures to mitigate any potential impacts to the operation of the road network from the development's freight and servicing vehicles; and		
		e) Management of conflicts between cars accessing the car park and vehicle movements to/from the loading dock.		
		The Freight and Servicing Management Plan shall be implemented by the Applicant following occupation or the commencement of the use, whichever is earlier.		
D21	TRAFFIC AND TRANSPORT MANAGEMENT PLAN (PEAK SEASONAL DEMANDS)	Prior to occupation or commencement of the use, a detailed Traffic and Transport Management Plan (TTMP) must be prepared by a suitably qualified person, in consultation with and endorsed by TfNSW. The Plan must outline, but not be limited to, measures to help traffic issues associated with peak seasonal demands.	Operator	
D22	BUS, COACH AND PICK-UP AND DROP-OFF MANAGEMENT PLAN	Prior to occupation or commencement of the use, the Applicant shall prepare a detailed Bus, Coach and Pick-up and Drop-off Management Plan (BCPDMP) in consultation with and endorsed by the Sydney Coordination Office within TfNSW. The Plan needs to specify, but not be limited to, the following:	Operator	
		(a) Promotion of safe and efficient operation of the bus, coach and pick-up/drop-off area to minimise disruption to traffic;		
		(b) Management of any queuing along Bridge Street, due to vehicles accessing the pick-up/drop-off area; and		
		(c) Management of potential conflicts between cyclists and people accessing the pick-up and drop-off area.		
D23	TRAVEL PLAN	Prior to occupation or commencement of the use, the Applicant shall prepare a detailed Travel Plan (TP) in consultation with and endorsed by the Sydney Coordination Office within TfNSW and Council. The Travel Plan shall include:	INSW	
		a) Objectives and targets that would promote, encourage and support the alternatives to single occupant private vehicle trips and increase the mode share of active and public transport for staff and visitor access to the site throughout the day;		
		b) Program of measures to increase active transport use, encourage public transport use, reduce single occupancy vehicle trips, reduce the need to travel, particularly during peak periods. Under the proposed measures, specific actions need to be identified to support the forecast modal targets;		
		c) Program of measures to monitor and review bicycle parking and provide additional spaces over time, if required; and		
		d) A mechanism for a minimum 5 yearly review in consultation with TfNSW and Council.		
D24	SIGNS AT EGRESS	Prior to occupation or commencement of the use, the following sign must be provided and maintained within the site at the point(s) of vehicle egress:		
		(a) compelling "Give Way to Pedestrians and Bicycles" before crossing a footpath on an existing or identified shared path route.	Contractor	
		The sign(s) must always be maintained in good order by the owner of the building.	Operator	
D25	OPERATIONAL VESSEL MANAGEMENT PLAN	Prior to occupation or commencement of the use, a detailed Operational Vessel Management Plan (OVMP) must be prepared by a suitably qualified person, in consultation with the Glebe Rowing Society and other recreational rowing groups and endorsed by Ports Authority NSW and TfNSW (Maritime).	Operator	
		The Plan must outline, but not be limited to, measures to manage potential conflicts and issues associated with recreational rowers, dragon boaters, and recreational and commercial vessels. The OVMP must also include the management and mitigation measures outlined in the Navigation Impact Assessment prepared by Royal HaskoningDHV, dated 20 September 2019.	Operator	
		Prior to occupation or use the Operational Vessel Management Plan must be submitted to the Planning Secretary.	Operator	
D26	BICYCLE AND FACILITIES FOR CYCLISTS' CERTIFICATION	Prior to occupation or commencement of the use, details shall be provided to the Certifier demonstrating compliance with the approved number of bicycle spaces required under **Condition B45**, and facilities for cyclists required under **Condition B46**.	Contractor	
D27		Directional signage to the bicycle parking facility is to be installed from the street level, between the vehicle entry point at the site boundary (if any) and the entry point to the End of Trip facilities. Signage is to be generally in accordance with image (a) (Direction sign) shown in Figure 2.6 of Australian Standard AS 2890.3:2015 Parking Facilities Part 3: Bicycle Parking Facilities. Signage is to be installed prior to occupation or commencement of the use.	Contractor	
D28	MECHANICAL VENTILATION	Following completion of the works and the installation and testing of all the mechanical ventilation systems, the Applicant shall provide evidence to the Certifier, prior to the use of the development, that the installation and performance of any new mechanical systems complies with:	Contractor	
		a) the Building Code of Australia;		
		b) Australian Standard AS1668 and other relevant codes;		
		c) the development consent and any relevant modifications; and		
		d) any dispensation granted by the Fire and Rescue NSW.		
D29	AIR QUALITY	Prior to occupation or the commencement of the use, written confirmation from a Professional Engineer (as defined in Volume One of the National Construction Code) must be submitted to the Principal Certifier confirming that all recommendations within the air quality report prepared by prepared by SLR 'The New Sydney Fish Market, Stage 2 – Main Works (SSD 8925) Air Quality Assessment, reference: 610.17553 Version No: v3.0 April 2019 Trim 2019/520352 must have been incorporated into the development.	Contractor	

D30	COMPLIANCE WITH FOOD CODE	Prior to commencement of food handling operations, the Applicant is to obtain a certificate from a suitably qualified person, certifying that wholesale food operations have been fitted in accordance with AS 4674 – 2004: Design, Construction and Fit-out of Food Premises and satisfy Food Safety Standards 3.2.2 (Food Safety Practices and General Requirements) and 3.2.3 (Food Premises and Equipment). The Applicant shall provide evidence of receipt of the certificate to the Certifier prior to the commencement of use.	Contractor	
D31		Clothing lockers or change rooms for male and female staff must be provided in the premises or a dedicated, separate and isolated space for personal items must be provided in a separate location to the food handling and storage areas, in accordance with AS4674 - Design, Construction and Fit out of Food Premises.	Contractor	
D32		Prior to commencement of food handling operations, food premises are to be registered with City of Sydney Council.	INSW with assitance from the Contractor	Forms require submission and contact details by the proprieter
D33	COOLROOMS	Coolrooms, refrigerated chambers and strong-rooms must be constructed in accordance with G 1.2 of the Building Code of Australia.	Contractor	
D34		The floor of the coolroom must be graded to the door and a floor trapped waste outlet must be located outside the coolroom as near as possible to the door opening.	Contractor	
D35		All proposed shelving in the coolroom must be free-standing, constructed of galvanised steel angle section or other approved material with the lowest shelf at least 150mm clear of the floor.	Contractor	
D36		The floor of the coolroom must be constructed of impermeable concrete or coated, topped or otherwise finished with an impervious material to a smooth even surface and coved at the intersections with the walls to a minimum radius of 25mm.	Contractor	
D37		Must be fitted with a door that can be opened at all times from inside without a key.	Contractor	
D38		An approved audible alarm device must be located outside the coolroom(s) but controllable only from within the coolroom(s) and must be able to achieve a sound pressure level outside the chamber or coolroom(s) of 90 dB(A) when measured 3 metres from a sounding device.	Contractor	
		Prior to occupation or commencement of the use, details demonstrating compliance with the above requirements must be submitted to the Certifier.	Contractor	
D39	GREASE TRAPS	A grease trap if required by Sydney Water must be installed in accordance with Sydney Water requirements and: a) Must be installed by a suitably qualified and licensed plumber in accordance with the Plumbing Code of Australia; b) The grease trap must be not be located in any kitchen, food preparation or food storage area; c) Be suitably constructed and installed in a location which allows it to be easily and effectively cleaned and emptied; and d) Be suitably constructed and located as not to encourage the harbourage of pests and be effectively pest proofed.	Contractor	
D40		In-sink and in-floor waste bucket traps must be installed in all sinks and floor wastes in all commercial kitchens and food preparation areas and must be carried out by a suitably qualified and licensed plumber in accordance with the Plumbing Code of Australia.		
D41	NOISE CONTROLS	Prior to occupation or the commencement of its use, all relevant performance parameters (including but not limited to requirements, engineering assumptions and recommendations) in the Noise Impact Assessment, prepared by SLR, dated April 2019 must be implemented in the development.	Contractor	
D42		Prior to occupation or commencement of the use, a suitably qualified acoustic consultant is to provide a written Acoustic Verification Report to the satisfaction of the Certifier that the development complies with the requirements set out in the Report and in Condition E8 and E14. Note: Suitably Qualified Acoustic Consultant means a consultant who possesses the qualifications to render them eligible for membership of the Australian Acoustics Society, Institution of Engineers Australia or the Association of Australian Acoustic Consultants at the grade of member.		
D43	FOOD PREMISES – HEALTH REGISTRATION DATABASE	Prior to the commencement of food handling operations, the proprietor/operator of each food premises must notify and register the food premises with Council and the NSW Health Department at www.foodnotify.nsw.gov.au.	Operator	
D44	MICROBAT MANAGEMENT PLAN	Prior to occupation or commencement of the use, all measures and commitments contained in the Microbat Management Plan (MMP), approved by EESG shall have been implemented.	Contractor	
		Prior to occupation or commencement of the use, details demonstrating compliance with the above requirement must be submitted to the Certifier.	Contractor	
D45	SANITARY FACILITIES FOR DISABLED PERSONS	Prior to commencement of the use, details must be provided to the Certifier demonstrating that the provision of sanitary facilities for disabled persons within the premises complies with Section F2.4 of the BCA and **Condition B67.**	Contractor	
PART E POST OCCUPATION – DURING OPERATION				
E1	OPERATIONAL MANAGEMENT PLANS	The operation of the SFM must be in accordance with the OMP (Condition D19), FSMP (Condition D20), TTMP (Condition D21), BCPDMP (Condition D22), TP (Condition D23) and OVMP (Condition D25).	Operator	
E2	HOURS OF OPERATION	The ho	Operator	

Land Use / Activities	Hours of Operation
Offices, general administration, security	24-hours
Wholesale services, product storage and processing	24-hours
Restaurants, cafes, take away food and drink premises, small bars, shops and Sydney Seafood School	7 am – 12 midnight
Marina	
- Fishing Fleet	24-hours
- Commercial	7am to 12 midnight
- Recreational	7 am to 12 midnight
Loading and unloading (deliveries)	
- Wholesale	24-hours
- Retail	7 am to 12 midnight

E3	WASTE MANAGEMENT	The measures contained in the Waste Management Plan, prepared by Aecom, dated 4 April 2019, must be implemented to ensure the effective management of operational waste associated with the development. No waste materials are to be stored outside the building or approved waste storage areas at any time.	Operator	
E4	STORMWATER MANAGEMENT	Within 12 months of occupation or commencement of the use, the stormwater management system shall be reviewed to ensure the principles within the Water Sensitive Urban Design to maximise harvesting and reuse and minimise direct discharge to Blackwattle Bay are realised (100% reuse for rain events up to 1 in 5 year events).	Operator with assistance from Contractor	
E5	ANNUAL FIRE SAFETY CERTIFICATE	The owner of the building shall certify to Council or the relevant authority every year that the essential services installed for the purposes of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard. This purpose of this condition is to ensure that there is adequate safety of persons in the building in the event of fire and for the prevention of fire, the suppression of fire and the prevention of spread of fire.	Operator	

E6	COMPLIANCE WITH NOISE CONTROLS	All relevant performance parameters (including but not limited to requirements, engineering assumptions and recommendations) in the *Noise Impact Assessment, prepared by SLR, dated April 2019*.], must be implemented in the development prior to the commencement of its use.	Operator	
E7		Prior to occupation or commencement of the use, a suitably qualified acoustic consultant is to provide a written Acoustic Verification Report to the satisfaction of the Certifier that the development complies with the requirements set out in the Report and in Condition E8 and B70.	Contractor	
		Note: Suitably Qualified Acoustic Consultant means a consultant who possesses the qualifications to render them eligible for membership of the Australian Acoustics Society, Institution of Engineers Australia or the Association of Australian Acoustic Consultants at the grade of member.	Operator	
E8	OPERATIONAL MECHANICAL PLANT AND LOADING DOCK NOISE	Noise generated by mechanical plant, the loading dock and maritime loading/unloading activities at the premises must not exceed the project amenity/intrusiveness noise level or maximum noise level in accordance with the relevant requirements of the NSW EPA Noise Policy for Industry 2017, unless agreed to by the Planning Secretary. Further:	Operator with assistance from Contractor	
		(a) Background noise monitoring must be carried out in accordance with the long-term methodology in Fact Sheet B of the NSW EPA Noise Policy for Industry 2017 unless otherwise agreed by the Planning Secretary;		
		(b) Commercial plant is limited to heating, ventilation, air conditioning, refrigeration and energy generation equipment;		
		(c) An LA_{eq},15-minute (noise level) emitted from the development must not exceed the LA90,15-minute (background noise level) by more than 3dB when assessed inside any habitable room of any affected residence or noise sensitive commercial premises at any time. Further:		
		(i) Background noise measurements must not include noise from the development but may include noise from necessary ventilation at the affected premise.		
		(ii) Corrections in Fact Sheet C of the NSW EPA Noise Policy for Industry 2017 are applicable to relevant noise from the development measured in accordance with this condition, however duration corrections are excluded from commercial noise.		
E9	NOISE ENHANCING METEOROLOGICAL CONDITIONS	(a) Th	Operator with assistance from Contractor	

Assessment Period	Meteorological Conditions
Day	Stability Categories A, B, C, D and E with wind speeds up to and including 3 m/s at 10 m above ground level.
Evening	Stability Categories A, B, C, D and E with wind speeds up to and including 3 m/s at 10 m above ground level.
Night	Stability Categories A, B, C, D and E with wind speeds up to and including 3 m/s at 10 m above ground level; or Stability Category F with wind speeds up to and including 2 m/s at 10 m above ground level.

		(b)For those meteorological conditions not referred to in **Condition E9(a)**, the noise limits that apply are the noise limits in **Condition E8** plus 5 dB.		
E10		For the purposes of **Condition E9**, the meteorological conditions are to be determined from meteorological data obtained from the nearest, representative Bureau of Meteorology weather station.		
E11		For the purpose of demonstrating compliance with the noise limits in **Condition E8**, the noise monitoring equipment must be located at the reasonably most affected external point at the location, but no closer than 3 m to a vertical reflecting surface and between 1.2 to 1.5 m above ground level for single storey residences and at a height between 1.2 to 1.5 m above the finished floor level for multi-storey residences.		
E12		For the purpose of determining compliance with **Condition E8** the modifying factor corrections in Table C1 in Fact Sheet C of the NSW EPA Noise Policy for Industry may be applied, if appropriate, to the noise measurements by the noise monitoring equipment.		

E13		Noise measurements must not be undertaken where rain or wind speed at microphone level will affect the acquisition of valid measurements.		
E14	Noise Control – GENERAL USE	Noise emanating from the development must not give rise to any one or more of the following:	Operator	
		(a) transmission of "offensive noise" as defined in the *Protection of the Environment Operations Act 1997* to any place of different occupancy;		
		(b) the LA10 noise level must not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz-8kHz inclusive) by more than 5dB between 7 am and 12 midnight at the boundary of any affected residence;		
		(c) the LA10 noise level emitted must not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz-8kHz inclusive) between 12 midnight and 7 am at the boundary of any affected residence.		
E15	NOISE MONITORING	During the first two years following the occupation or the commencement of use (whichever is earlier), the Applicant is to undertake periodic noise monitoring to confirm compliance with the noise limits in **Condition E8 and Condition E14** of this consent.	Operator with assistance from INSW and Contractor	
		A noise compliance assessment report must be submitted to the Planning Secretary and the EPA within two weeks of the completion of monitoring required under this condition. The assessment must be prepared by a suitably qualified and experienced acoustical consultant and include:	Operator	
		(a) the dates and times the monitoring occurred;		
		(b) the activities that were occurring on land administered by the Applicant during the monitoring;		
		(c) an assessment of compliance with noise limits presented in **Condition E8 and E14**; and		
		(d) an outline of any management actions taken within the monitoring period to address any exceedances of the limits contained in **Condition E8 and E14**.		
		In the event that compliance with the noise limits is not achieved, suitable attenuation measures must be implemented to achieve compliance and the **OMP** required under **Condition D16** be updated to include such measures.	Operator	
		If directed by the Planning Secretary at any other time, the Applicant shall undertake noise monitoring to confirm compliance with the noise limits in **Condition E8 and E14** of this consent.	Operator	
E16	LOADING AND UNLOADING	All loading and unloading operations associated with the site must be carried out within the confines of the site, at all times and must not obstruct other properties/units or the public way.	Operator	
E17		At all times the driveway and loading/unloading area must be kept clear of goods and must not be used for storage purposes, including garbage storage.	Operator	
E18		All vehicles must enter and exit the site in a forward direction.	Operator	
E19		All vehicles are to be wholly contained on-site before being required to stop.	Operator	
E20		The size of vehicles servicing the site must not exceed 19 m.	Operator	
E21	CAR PARK VENTILATION	The car park must be ventilated in accordance with the Building Code of Australia and, where necessary, Australian Standard AS1668, Parts 1 and 2. Ventilation must be controlled by carbon monoxide monitoring sensors to ensure compliance with occupant health requirements.	Contractor	
E22	OUTDOOR LIGHTING	All new outdoor lighting (including any signage illumination) shall operate in compliance with AS 1158.3.1-2005 *Pedestrian Area (Category P) Lighting* and AS 4282: *1997 Control of the Obtrusive Effects of Outdoor Lighting* (**Condition B59**).	Contractor	
E23		Lighting of the building shall minimise	Contractor	
E24	FIRE SAFETY CERTIFICATION	The development shall operate in accordance with the Fire Safety Certificate obtained in accordance with **Condition D6** of this consent.	Contractor	
E25	TREATMENT OF RUN-OFF	Any run-off from, either from stormwater or irrigation systems, must be captured and treated on-site to ensure that chemical products are not discharged to the stormwater network.	Contractor	
E26	BUNDING	The Applicant shall store all chemicals, fuels and oils used on-site in appropriately bunded areas in accordance with the requirements of all relevant Australian Standards, EPL requirements and/or EPA's *Storing and Handling Liquids: Environmental Protection – Participants Handbook*.	Operator	
E27	ANTI-GRAFFITI	Where possible all ground level surfaces are to be treated with anti-graffiti coating to minimise the potential of defacement. In addition, any graffiti evident on the exterior facades and visible from a public place is to be removed within 48 hours.	Operator	
E28	ODOUR REQUIREMENTS	The use of the premises must not give rise to the emission of gases, vapours, dusts or other impurities which are a nuisance, injurious or prejudicial to health.	Operator	
E29		The use must not cause or permit the emission of any offensive odour from the premises as defined in the *Protection of Environment Operations Act 1997*.	Operator	
E30		Gaseous emissions from the development must comply with the requirements of the *Protection of* the *Environment Operations Act, 1997* and Regulation. Uses that produce airborne particulate matter must incorporate a dust collection system.	Operator	
E31	WATER QUALITY	No contaminated or treated site waters (surface, collected groundwater or contaminated construction waters) are permitted to be discharged into Sydney Harbour.	Operator	
E32		No approval is permitted to pollute waters. All water discharge from the site must meet all requirements of the *Protection of Environment Operations Act 1997*.	Operator	
E33	MICROBATS	If at the end of the 5th year following completion of the works , there is no evidence of sustained use by Southern Myotis (*Myotis Macropus*) as a maternity roost and/or use of the compensatory roost boxes or of the habitat within the new Sydney Fish Market structures, the Applicant must purchase and retire Southern Myotis (Myotis Macropus) biodiversity credits to offset the prescribed impacts for the loss of habitat at the site, to the satisfaction of EESG.	Operator	
		Note: 'Sustained use' is defined in the approved Microbat Management Plan.		
PART F PRIOR TO ISSUE OF A SUBDIVISION CERTIFICATE				
F1	REQUIREMENTS OF THE EP&A ACT – PART 4A CERTIFICATES	In undertaking the subdivision approved under this consent, the Applicant must comply with the requirements of Part 6 of the EP&A Act in relation to the issue of a Subdivision Certificate.	INSW	
		For the purpose of this approval, the issue of a Subdivision Certificate/s is restricted to the subdivision defined by Condition A2.	INSW	
F2		A Subdivision Certificate shall be obtained prior to the registration of a final subdivision plan with the Register-General at the NSW Land and Property Information.	INSW	

F3	SUBDIVISION CERTIFICATE	Before granting any Subdivision Certificate for stratum subdivision, the Certifier must be satisfied that the Applicant has complied with all conditions of this consent that are required to be complied with before a Subdivision Certificate may be issued in relation to the plan of subdivision.	INSW	
F4	SYDNEY WATER CERTIFICATE - SUBDIVISION	Prior to the issue of a Subdivision Certificate, a Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained from Sydney Water Corporation.	INSW	
		Application must be made through an authorised Water Servicing Coordinator. Please refer to the Building Developing and Plumbing section on the web site www.sydneywater.com.au then refer to "Water Servicing Coordinator" under "Developing Your Land" or telephone 13 20 92 for assistance. Following application, a "Notice of Requirements" will advise of water and sewer infrastructure to be built and charges to be paid. Please make early contact with the Coordinator, since building of water/sewer infrastructure can be time consuming and may impact on other services and building, driveway or landscape design.	Contractor	
		The Section 73 Certificate must be submitted to Council or the Certifier prior to a Subdivision Certificate being issued.	Contractor	
F5	BUILDING MANAGEMENT STATEMENT	Prior to the occupation or use of any building that includes stratum subdivision of the stage, a Building Management Statement must be prepared in the approved form prescribed by Schedule 8A of the Conveyancing Act 1919 or a Strata Management Statement must be prepared in the approved form prescribed by Part 6 of the Strata Schemes Development Act 2015 and submitted to the Certifier. The Building Management Statement or Strata Management Statement (as applicable) is to apply to the development the subject of the stage as a 'united building'. The Building Management Statement or Strata Management Statement (as applicable) must include details of the following:	INSW	
		a) the use, operation and arrangements for the supply of services, maintenance and upgrading of infrastructure of each stratum lot within the subdivision		
		b) the ongoing maintenance, upgrading, redevelopment and structural adequacy of each stratum lot within the subdivision		
		c) any other matters which the Certifier considers relevant and pertinent to the issue of a Subdivision Certificate.		
F6	PUBLIC ACCESSIBILITY EASEMENT	Areas of public accessibility along the Harbour foreshore within the site not linked to the Fish Market loading operations shall be subject to an easement to allow a public right-of-way, registered on title for a depth of at least 6 m (excluding the 4.5m depth for a portion of the level 1 harbourside promenade), and this area shall not be privatised by use of private seating (including screens and the like) associated with commercial/retail tenancies, so the public can gain access to and along the foreshore. This foreshore access may include public seating and furniture to augment public use and enjoyment along the water's edge. The easement shall be registered prior to the occupation of the building.	INSW	
F7		Portions of the development site which are publicly accessible for pedestrians, bicycles and any vehicles shall be subject to a public right-of-way, registered on title. The easement shall be registered prior to the occupation of the building.	INSW	
F8	CREATION OF EASEMENTS	Easements for services, drainage, support and shelter, use of plant, equipment, loading areas and service rooms, repairs and maintenance or any other encumbrances and indemnities required for joint or reciprocal use of part or part of the proposed lots as a consequence of the subdivision, must be created over the appropriate lots in the subdivision pursuant to Section 88 B of the *Conveyancing Act 1919*.	INSW	
F9	ENCROACHING AND/OR SHARED SPACES	Any pipes, service lines or the like servicing each lot shall be contained within their respective lots or, if service lines encroach upon adjoining lots within the subdivision, or are shared by more than one lot, appropriate easements must be created, pursuant to Section 88B of the Conveyancing Act 1919, over the service lines where any such encroachment occurs.	INSW	
F10	ACCESS EASEMENT – GROUND LEVEL	Prior to, or upon, the registration of each stratum plan for the site, appropriate ground level access easement/s are to be created to provide access to each building from the public domain for each respective building owner/s, tenant/s and visitors, as relevant to the stratum lot/s the subject of the stratum plan to the satisfaction of the Certifier. Each easement is to address construction staging, including any restrictions to access as a result of the construction activities, including erecting hoardings.	INSW	
F11		Suitable easements for access or rights-of-way benefiting the public are to be created over the public domain areas of the residual lot at each stage in the stratum subdivision to ensure public access to the public domain areas. The rights of public access are to be triggered by an occupation certificate for the relevant public domain areas (temporary or permanent) within the site.	INSW	
F12	ADDITIONAL EASEMENTS	Any other documentary easements or any other encumbrances and indemnities required for joint or reciprocal use of part or all of the proposed lots as a consequence of the subdivision must be created over appropriate lots in the subdivision, pursuant to Section 88B of the Conveyancing Act 1919 and to Council's satisfaction.	INSW	
F13	STREET ADDRESSES	In accordance with Clause 60(c) of the Surveying and Spatial Information Regulation 2017, the street addresses for each lot must be shown on the final plan of subdivision. An application should be made to Council to obtain the correct street address for each lot.	INSW	
F14	STATEMENT OF COMPLIANCE – COMPLETION IN ACCORDANCE WITH DEVELOPMENT CONSENT	Prior to the issue of a Subdivision Certificate for stratum subdivision, a Statement of Compliance shall be provided to the Certifier demonstrating that the approved subdivision is consistent with relevant conditions of any relevant development consent (to the extent they are relevant and required for that stage) issued in respect to the building (or part of the building) or public domain areas, roads and infrastructure proposed to be subdivided. This includes, but is not limited to, any conditions relating to the allocation of the following to the respective lot(s):	INSW	
		a) Car parking spaces, bicycle parking spaces, loading spaces		
		b) Roads		
		c) Public domain and public infrastructure		
		d) Shared user paths		
		e) Stormwater/drainage and associated restoration works, including Sydney Water requirements		
		f) Waste		
		g) Flooding – structures.		
		h) Wharves, pontoons		
ADVISORY NOTES				
AN1	APPEALS	The Applicant has the right to appeal to the Land and Environment Court in the manner set out in the EP&A Act and the EP&A Regulation.	INSW	
AN2	OTHER APPROVALS AND PERMITS	The Applicant shall apply to the relevant authority for all necessary permits including crane permits, road opening permits, hoarding or scaffolding permits, footpath occupation permits and/or any other approvals under section 68 (Approvals) of the *Local Government Act 1993* or section 138 of the *Roads Act 1993*.	Contractor	
AN3	ROAD OCCUPANCY LICENCE	A Road Occupancy Licence (ROL) should be obtained from Transport Management Centre for any works that may impact on traffic flows on the surrounding state road network during construction activities. A ROL can be obtained through https://myrta.com/oplinc2/pages/security/oplincLogin.jsf.	Contractor	
AN4	RESPONSIBILITY FOR OTHER CONSENTS / AGREEMENTS	The Applicant is solely responsible for ensuring that all additional consents and agreements are obtained from other authorities, as relevant.	Contractor	
AN5	TEMPORARY STRUCTURES	a) An approval under State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007 must be obtained from the Authority for the erection of the temporary structures. The application must be supported by a report detailing compliance with the provisions of the BCA.	Contractor	
		b) Structural certification from an appropriately qualified practicing structural engineer must be submitted to the Authority with the application under State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007 to certify the structural adequacy of the design of the temporary structures.	Contractor	

AN6	DISABILITY DISCRIMINATION ACT	This application has been assessed in accordance with the EP&A Act. No guarantee is given that the proposal complies with the *Disability Discrimination Act 1992*. The Applicant/owner is responsible to ensure compliance with this and other anti-discrimination legislation. The *Disability Discrimination Act 1992* covers disabilities not catered for in the minimum standards called up in the BCA which references *AS 1428.1 - Design for Access and Mobility*. AS1428 Parts 2, 3 & 4 provides the most comprehensive technical guidance under the *Disability Discrimination Act 1992* currently available in Australia.	Contractor	
AN7	COMMONWEALTH ENVIRONMENT PROTECTION AND BIODIVERSITY CONSERVATION ACT 1999	a) The Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) provides that a person must not take an action which has, will have, or is likely to have a significant impact on a matter of national environmental significance (NES) matter; or Commonwealth land, without an approval from the Commonwealth Environment Minister.	Contractor	Advice on these requirements should have been established
		b) This application has been assessed in accordance with the EP&A Act. The determination of this assessment has not involved any assessment of the application of the Commonwealth legislation. It is the Applicant's responsibility to consult the Department of Sustainability, Environment, Water, Population and Communities to determine the need or otherwise for Commonwealth approval and you should not construe this grant of approval as notification to you that the EPBC Act does not have application. The EPBC Act may have application and you should obtain advice about this matter. There are severe penalties for non-compliance with the Commonwealth legislation.	INSW	Advice in this regard to be provided by INSW
AN8	BUILDING PLAN APPROVAL	You must have your building plans stamped and approved before any construction is commenced. Approval is needed because construction/building works may affect Sydney Water's assets (e.g. water, sewer and stormwater mains).	Contractor	
		For further assistance please telephone 13 20 92 or refer to the Building over or next to assets page on the Sydney Water website (see plumbing, building and developing then building over or next to assets).	Contractor	
AN9	SIGNAGE	Signage is to be subject to separate development approval(s), as and if required, and all signage shall consider the Signage and Wayfinding Strategy, prepared by Urbanite, dated 29 January 2020.	Contractor	
AN10	WASTE MANAGEMENT	Future Waste Management Plans shall consider and address the Council's Policy for Waste Minimisation, as applicable at the time.	Contractor	
AN11	MOBILE CRANES	The following requirements apply:	Contractor	
		(a) Mobile cranes operating from the road must not be used as a method of demolishing or constructing a building.		
		(b) For operations warranting the on-street use of mobile cranes (such as delivery of materials, hoisting of plant/equipment, erection and dismantling of onsite tower cranes, etc), permits must be obtained from Council for the use of a mobile crane. The permits must be obtained 48 hours beforehand for partial road closures which, in the opinion of Council will create minimal traffic disruptions and 4 weeks beforehand in the case of full road closures and partial road closures which, in the opinion of Council, will create significant traffic disruptions.		
		(c) Special operations and the use of mobile cranes must comply with the approved hours of construction. Mobile cranes must not be delivered to the site prior to 7.30am without the prior approval of Council.		

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 clauses 28.3 and 28.4, for all Subcontracts valued at or over the amount stated in Contract Information item 28, 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 - Codes of Practice and Implementation Guidelines
7. clause 14 - No collusive arrangements
8. clause 15.1.6 - Aboriginal Participation in Construction
9. clause 16.2 - Workplace Health and Safety
10. clause 23 - Intellectual property
11. clause 24 - Confidentiality and privacy
12. clause 25 - Media releases and enquiries
13. clause 26 - Care of people, property and the environment, indemnities and limitations
14. clauses 27.5, 27.9.1.1, 27.9.1.2, 27.9.1.5 and 27.9.1.6 - Insurance
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

Refer to clause 48A of the GC21 General Conditions of Contract.

Schedule 11 - Statement regarding Materials

Refer to clause 58.8 of the GC21 General Conditions of Contract.

I am a representative of **Multiplex Constructions Pty Limited** in the capacity of [**insert**] 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

[**insert list of materials**]

Principal

Infrastructure New South Wales (ABN 85 031 302 516)

SIGNED.....

DATE:.....

Schedule 12 - Design Faults

Refer to clause 39 of the GC21 General Conditions of Contract.

[redacted]

[redacted]

Schedule 13 – Not used

Schedule 14 - Project Brief

Refer to clauses A1, 16, 26A, 39, 43 and 48 of the GC21 General Conditions of Contract.

Schedule 15 – Schedule of Rates

Refer to clause 26A of the GC21 General Conditions of Contract.