

MINOR WORKS AND SERVICES AGREEMENT

Agreement No. SM2-CON-0172.2

Between

John Holland Pty Ltd (ABN 11 004 282 268)

CPB Contractors Pty Ltd (ABN 98 000 893 667)

Ghella Pty Ltd (ABN 85 142 392 461)

and

The Rix Group Pty Ltd (ABN 50 092 239 113)

FOR: Anchors Pitt Street South

**For the Sydney Metro City & Southwest – Design & Construction of the Tunnel,
Stations and Excavation Works**

Handwritten signatures and initials.

CONTRACT INSTRUMENT

THIS AGREEMENT is made on 17th June 2019

BETWEEN:

1. **John Holland Pty Ltd** (ABN 11 004 282 268) of Level 3, 65 Pirrama Road, Sydney NSW, and **CPB Contractors Pty Ltd** (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood NSW and **Ghella Pty Ltd** (ABN 85 142 392 461) of Level 23, 111 Pacific Highway North Sydney NSW 2060, an unincorporated joint venture trading as "JHCPBG JV" (ABN 77 863 045 764) (**JHCPBG JV**); and
2. **The Rix Group Pty Ltd** (ABN 50 092 239 113) of Edward Park Unit 1, 274 Captain Cook Drive, Kurnell, NSW 2231 (the **Subcontractor**),

each a **party** and together the **parties**.

BACKGROUND:

- A. JHCPBG JV has entered into the D&C Deed with the Principal with respect to the Project.
- B. JHCPBG JV requires certain activities to be performed (which form part of the activities to be performed by JHCPBG JV under the D&C Deed) and the Subcontractor has represented to JHCPBG JV that it has the necessary professional expertise and resources to perform the Work.
- C. JHCPBG JV and the Subcontractor have agreed that the Subcontractor will perform the Work on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. JHCPBG JV and the Subcontractor promise to carry out and complete their respective obligations in accordance with this Agreement.
2. The following order of precedence applies in the event of any conflict or inconsistency between any provision of any of the documents comprising this Agreement:
 - (a) this Contract Instrument;
 - (b) Part B: Contract Particulars;
 - (c) Part C: Special Conditions (if any);
 - (d) Part A: General Conditions;
 - (e) Part D: Scope of Work; and
 - (f) the other Parts forming part of this Agreement (if any).
3. If the Subcontractor finds an error or inconsistency in or between the documents comprising this Agreement, the Subcontractor must notify JHCPBG JV in writing as soon as possible and JHCPBG JV will direct the Subcontractor as to the resolution of the inconsistency.

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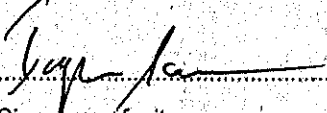


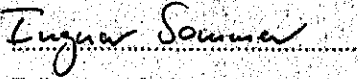
In giving a direction in accordance with this clause, JHCPBG JV is not required to determine whether or not there is an omission, ambiguity, discrepancy, inadequacy or inconsistency in, or between, such documents.

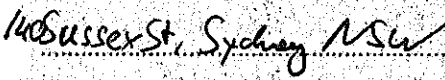
4. This Agreement takes effect on and from the Commencement Date, even if such date is prior to the date of execution of this Agreement.

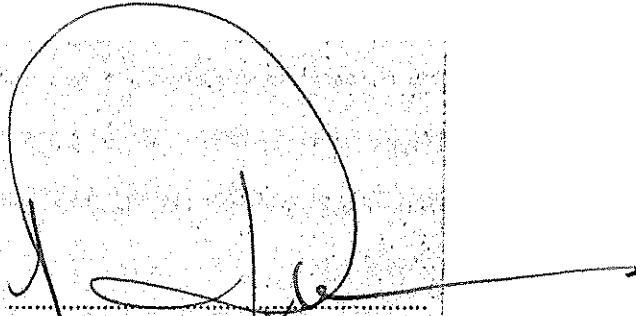
Signed by the parties as an agreement on the date set out in the Contract Instrument.

Signed as an agreement for and on
behalf of John Holland Pty Ltd (ABN
11 004 282 268), CPB Contractors
Pty Ltd (ABN 98 000 893 667) and
Ghella Pty Ltd (ABN 85 142 392 461)
by their authorised representative:


Signature of witness


Full name of witness


Address of witness



Signature of authorised representative

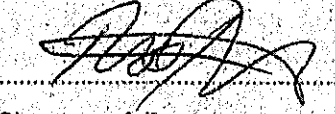
Terry Sleiman

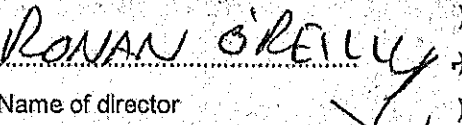
Name of authorised representative

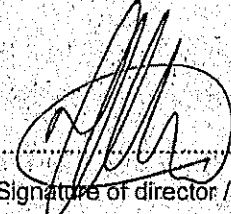
Project Director

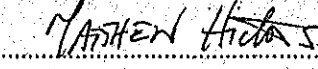
Position of authorised representative

Signed as an agreement for and on
behalf of The Rix Group Pty Ltd (ABN
50 092 239 113) in accordance with
section 127 of the Corporations Act
2001 (Cth):


Signature of director


Name of director


Signature of director / company
secretary (please delete as applicable)


Name of director / company secretary
(please delete as applicable)



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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

Aboriginal Participation Plan means the Project Plan referred to as the Aboriginal Participation Plan in Appendix E.6 of the SWTC, as updated from time to time in accordance with the D&C Deed (and such updated versions provided to the Subcontractor by JHCPBG JV).

Accreditation means accreditation (including provisional accreditation, conditions or restrictions in respect of accreditation or any variation to the accreditation) under Part 3 of the Rail Safety National Law (or an exemption from the same).

Agreement means this agreement between JHCPBG JV and the Subcontractor, comprised of the Contract Instrument, this Part A and the other Parts to this agreement, all of which are attached to the Contract Instrument.

Approved Security means security in the form of an unconditional undertaking, which must be substantially on the same terms as included in Part I (or on such other terms as are approved by JHCPBG JV) and given by a financial institution approved by JHCPBG JV with operating branches within the State of New South Wales.

Associate means, in respect of a party, its contractors, and its and their respective employees, officers and agents, provided that:

- (a) with respect to JHCPBG JV it excludes the Subcontractor and its Associates; and
- (b) with respect to the Subcontractor it includes the Sub-subcontractors and the Sub-subcontractors' respective Associates.

BIM means any building information model prepared in relation to the Project Works or the D&C Deed Activities.

Building Code means the Code for the Tendering and Performance of Building Work 2016 (Cth), or any subsequent code of practice which takes effect and supersedes that Code.

Business Day means any day other than a Saturday, Sunday or public holiday in Sydney, or 27, 28, 29, 30 and 31 December.

Chain of Responsibility Provisions refers to any section of the Heavy Vehicle National Law under which the relevant party is "a party in the chain of responsibility" (within the meaning given to that term under the Heavy Vehicle National Law).

Commencement Date means the date for commencement of the Work stated in the Contract Particulars.

Completion means the stage when:

- (a) the Work, or a Stage, is complete except for minor Defects:
 - (i) which do not prevent the Work or the Stage from being reasonably capable of being used for the intended purpose of the Work or the Stage;
 - (ii) correction of which will not prejudice or disrupt the lawful and convenient use of the Work or the Stage; and

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- (b) the Subcontractor has otherwise done everything which this Agreement requires it to do prior to Completion,

and **Complete** and **Completed** will be construed accordingly.

Construction Site has the meaning given to it in the D&C Deed.

Contract Documentation and Materials has the meaning given to it in clause 4.2(b)(i).

Contract Material means all material (stored by any means) which is created or produced by (or on behalf of) the Subcontractor as part of the Work or for the purpose of performing the Work (and includes the Design Documentation, if any).

Contract Particulars means the particulars set out in Part B of this Agreement.

Contract Processes has the meaning given to it in clause 4.2(b)(ii)(B).

Corporate WHS Management System has the meaning given in the WHS Management Systems and Auditing Guidelines.

Corporations Act means the *Corporations Act 2001* (Cth).

D&C Deed means the design and construct contract between the Principal and JHCPBG JV with respect to the Project.

D&C Deed Activities means all things and tasks which JHCPBG JV is, or may be, required to carry out or do under the D&C Deed to comply with its obligations under the D&C Deed, whether or not the performance of such things or tasks is subcontracted by JHCPBG JV to another person (and includes the carrying out of the Work).

Date for Completion means the date or dates for Completion of the Work or a Stage specified in the Contract Particulars (as may be adjusted in accordance with this Agreement).

Date of Completion means the date the Work or a Stage achieves Completion.

Daywork means work forming part of a Variation and which JHCPBG JV expressly directs is to be performed at hourly rates and valued under clause 5.6.

Defect means any defect, deficiency, error, fault or omission in the Work or Deliverables (or, in each case, any part thereof), including any aspect of the Work or Deliverables which is not in accordance with the requirements of this Agreement.

Defects Correction Period has the meaning given to it in the D&C Deed.

Defects Liability Period means the period commencing on the relevant Date of Completion and which continues for the period identified in the Contract Particulars, as may be extended by clause 2.9A(e).

Deliverables means:

- (c) (if any) the physical works which the Subcontractor must complete and hand over to JHCPBG JV in accordance with this Agreement (including as specified in the Fee Schedule); and
- (d) the Contract Material that the Subcontractor is required to provide to JHCPBG JV in accordance with this Agreement.

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Design Documentation means (if any) all:

- (a) design documentation (including design standards, concrete mix designs, design reports, durability reports, specifications, models (including the BIM or any part thereof), samples, prototypes, calculations, drawings, shop drawings, digital design records and all other relevant data) in electronic, computer readable and written forms, or stored by any other means, which are required for the performance of the Work, or which the Subcontractor or any other person creates in performing the Work; and
- (b) computer software (including both source code and object code versions) where the computer software has been specifically created or specifically modified for the purposes of the Work.

Dispute has the meaning given in clause 8.1.

Environment means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism;
- (d) human-made or modified structures and areas; and
- (e) interacting natural ecosystems that include components referred to in paragraphs (a) to (c).

EPA means the Environment Protection Authority constituted by the *Protection of the Environment Administration Act 1991* (NSW).

Extension Event means:

- (f) a breach of this Agreement by JHCPBG JV;
- (g) a Variation directed pursuant to clause 5.2, except where such Variation is directed as a result of a request by the Subcontractor; or
- (h) any other act or omission by JHCPBG JV, not being an act or omission:
 - (i) expressly permitted or allowed by this Agreement;
 - (ii) which is carried out within the timeframe expressly permitted or allowed by this Agreement; or
 - (iii) that is a direction to remedy a Defect,

except any of the above causes to the extent they are the result of a breach of this Agreement by the Subcontractor or any other act or omission of the Subcontractor or an Associate of the Subcontractor.

Fee Schedule means Schedule 1 of Part D.

Good Industry Practice means that degree of skill, care, prudence, foresight and practice which would reasonably be expected from time to time of a skilled and experienced person, engaged in the same or similar type of undertaking as that of the Subcontractor or its Sub-subcontractors in Australia, as the case may be, under the same or similar circumstances as the performance of the

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Work and which includes compliance with all laws relating to the Environment and all guidelines made or approved by the EPA.

GST means the tax imposed by the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated legislation and regulations (as amended).

Handover Works has the meaning given to it in the D&C Deed.

Heavy Vehicle National Law means the Heavy Vehicle National Law (NSW) No. 42a and all associated regulations.

Independent Certifier has the meaning given to it in the D&C Deed.

Insolvency Event means, in relation to a party, the occurrence of any of the following events:

- (a) a controller (as defined in section 9 of the Corporations Act), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) a moratorium of any debts of a person;
 - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,or any agreement or other arrangement of the type referred to in this paragraph (c) is ordered, declared or agreed to;
- (d) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraph (a) or (b) of this definition;
 - (ii) winding up or deregistering a person; or
 - (iii) proposing or implementing a scheme of arrangement, other than with the prior approval of JHCPBG JV or the Subcontractor (as applicable) under a solvent scheme of arrangement pursuant to Part 5.1 of the Corporations Act;
- (e) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of a person;
- (f) as a result of the operation of section 459F(1) of the Corporations Act, a person is taken to have failed to comply with a statutory demand (as defined in the Corporations Act);

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- (g) anything analogous to anything referred to in paragraphs (a) to (f) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law; or
- (h) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Intellectual Property Right means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, registered and registrable designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, technical data and know-how, trademarks and any other right in respect of intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.

Interface Contractor has the meaning given to it in the D&C Deed.

Investigative Authority has the meaning given to it in the D&C Deed.

Key Personnel means the personnel described in the Contract Particulars.

NSW Government Policies means the NSW Code, NSW Guidelines, WHS Management Systems and Auditing Guidelines, NSW Government Policy on Aboriginal Participation in Construction (May 2015, updated 1 August 2016), Environmental Management Systems Guidelines (3rd edition) (August 2013), Quality Management System Guidelines for Construction (August 2013), NSW Government Resource Efficiency Policy (GREP) and any other NSW Government guidelines and requirements specified or required by this Agreement.

OpCo2 means any entity that enters into the OTS2 Project Deed with the Principal.

OTS2 Project Deed means a deed between the Principal and OpCo2 for the provision of the OTS2 Project Works and the performance of various services, including in particular the operation and maintenance of Sydney Metro City & Southwest and Sydney Metro Northwest.

OTS2 Project Works means all things, works and materials (including all systems and software incorporated in, or necessary to enable their operation) that OpCo2 must, in accordance with the OTS2 Project Deed, design, construct, manufacture, install, test and commission for the purposes of completing Sydney Metro City & Southwest, including equipment, systems (including all information and communications systems), hardware and software, stations, rolling stock, trackwork and support structures and the stabling yard and maintenance depot and control centre.

Payment Milestone means a payment milestone set out in the Fee Schedule (if any).

Payment Milestone Amount means a payment milestone amount set out in the Fee Schedule (if any) (as such amounts may be adjusted in accordance with this Agreement, in conjunction with any adjustment to the Subcontract Sum in accordance with this Agreement).

Principal means Transport for NSW (ABN 18 804 239 602), being the party that has engaged JHCPBG JV under the D&C Deed.

Project means the Sydney Metro City & Southwest project.

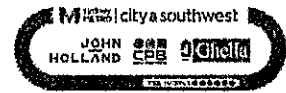
Project Plans means JHCPBG JV's project plans for the performance of the D&C Deed Activities, as may be developed progressively (and updated) during the course of the Project.

Project Works has the meaning given to it in the D&C Deed and, for clarity, includes the Deliverables (to the extent that the Deliverables are incorporated into the Project Works).

Rail Infrastructure Manager has the meaning given in the Rail Safety National Law.

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Rail Safety National Law means the Rail Safety National Law 2012 No. 82a (NSW).

Rail Safety Regulations means the regulations made under the Rail Safety National Law or the Rail Safety (Adoption of National Law) Act 2012 No. 82a (NSW).

Reference Date means the date when the Subcontractor may submit a payment claim to JHCPBG JV in accordance with clause 6.4 and the Contract Particulars, and has the same meaning as defined in the Security of Payment Act.

Security of Payment Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

Stage means a part of the Work described in the Contract Particulars as a separate stage.

State means the State or Territory specified in the Contract Particulars.

State Code means the New South Wales Code of Practice for Procurement and the Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction.

Subcontract Sum means the aggregate of:

- (a) with respect to any lump sum part of this Agreement (as stated in the Contract Particulars and the Fee Schedule), any lump sum specified in the Contract Particulars; and
- (b) with respect to any schedule of rates part of this Agreement (as stated in the Contract Particulars and the Fee Schedule), the sum of any amounts calculated by multiplying the quantity of work performed or time expended (as applicable) to which the schedule of rates applies by the rate or price in the schedule of rates (in the Fee Schedule) for that work or resource (as applicable),

adjusted from time to time by any additions or deductions required to be made under this Agreement (and, unless elsewhere stated, not subject to rise and fall in costs) to be paid to the Subcontractor's for compliance with its obligations under this Agreement.

Subcontractor's Representative means the representative named in the Contract Particulars or otherwise nominated in accordance with clause 2.3.

Sub-subcontractor means any person engaged by the Subcontractor to perform any part of the Work (including a subcontractor, consultant or supplier, but not including an employee of the Subcontractor).

SWTC or Scope of Works and Technical Criteria means Schedule C1 of the D&C Deed.

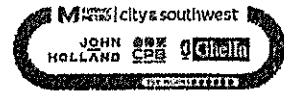
Sydney Metro Australian Industry Participation Plan means the "Australian Industry Participation Plan" (as defined in the *Australian Jobs Act 2013* (Cth)) developed by the Principal for Sydney Metro City & Southwest, as amended from time to time.

Sydney Metro City & Southwest means the railway line from Bankstown to Chatswood, including the upgrade and conversion of the existing Bankstown line to metro standard, the stabling yard and maintenance depot at Marrickville, stations, tunnels, viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

Sydney Metro Northwest means the railway line from Chatswood to Cudgegong Road, including the stabling yard and maintenance depot at Tallawong Road, the stations, tunnels, viaduct,

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bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

Sydney Metro Principal Contractor Health and Safety Standard means the document referred to as the "Sydney Metro Principal Contractor Health and Safety Standard (SM-PS-ST-221)" in Appendix A.8 to the SWTC, as amended from time to time.

Taxable Supply means a taxable supply under the GST Act.

Temporary Works has the meaning given to it in the D&C Deed and, for clarity, includes the Deliverables (to the extent that the Deliverables are incorporated into the Temporary Works).

Variation has the meaning given to it in clause 5.2.

WHS Act means the *Work Health and Safety Act 2011* (NSW).

WHS Code of Practice means a code of practice approved by the Minister under section 274 of the WHS Act for the purpose of the WHS Legislation.

WHS Legislation means:

- (a) the WHS Act and the WHS Regulation; and
- (b) any legislation in other States and Territories of Australia addressing work health and safety which applies to the Project Works, the Temporary Works, the Deliverables, the Work or the D&C Deed Activities.

WHS Management Systems and Auditing Guidelines means the New South Wales Government Work Health and Safety Management Systems and Auditing Guidelines (5th edition) September 2013 (updated May 2014), or any document issued from time to time which amends or replaces this document.

WHS Regulation means the *Work Health and Safety Regulation 2011* (NSW).

Workforce Development and Industry Participation Plan means the Project Plan referred to as the Workforce Development and Industry Participation Plan in Appendix E.6 of the SWTC, as updated from time to time in accordance with the D&C Deed (and such updated versions provided to the Subcontractor by JHCPBG JV).

Work means all things and tasks which the Subcontractor is, or may be, required to carry out or do under this Agreement to comply with its obligations under this Agreement, whether or not the performance of such things or tasks is subcontracted by the Subcontractor to another person (and includes providing the Deliverables), including as specified in Part D.

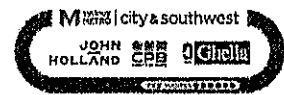
1.2 Interpretation: In this Agreement:

- (a) words denoting the singular number include the plural and vice versa, individuals include corporations and vice versa and a gender includes all genders;
- (b) headings are for convenience only and do not affect interpretation;
- (c) references to any party to this Agreement include its successors or permitted assigns;
- (d) references to clauses, Parts, Schedules or Annexures are references to clauses, Parts, Annexures or Schedules of or to this Agreement and, unless expressly stated otherwise or the context indicates otherwise, reference to a clause is to a clause of Part A;

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- (e) references to this Agreement and any deed, agreement or instrument are deemed to include that document as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to "\$" is to Australian currency;
- (g) where used in this Agreement the words "including" and "includes" will be read to mean "including, without limitation", or "includes, without limitation," (as the case may be);
- (h) "day" means calendar day; and
- (i) no rule of construction applies to the disadvantage of one party because that party drafted or put forward this Agreement or any provision in it.

2. ROLE OF SUBCONTRACTOR

2.1 Performance of the Work: In consideration of the Subcontract Sum payable by JHCPBG JV under clause 6, the Subcontractor must perform the Work in accordance with, and must ensure that the Deliverables comply with:

- (a) the requirements of this Agreement;
 - (b) Good Industry Practice;
 - (c) all NSW Government Policies,
- and must:
- (d) (within the time required or, if no time is specified, promptly) comply with the reasonable instructions of JHCPBG JV;
 - (e) not engage in any fraud, bribery or corruption; and
 - (f) at all times comply with the Transport for NSW Statement of Business Ethics, a copy of which is available at www.transport.nsw.gov.au.

2.2 Standards: Without prejudice to clause 2.1, the Subcontractor must ensure that the performance of the Work complies with all applicable standards, laws, ordinances, rules, codes, regulations and approvals, permits, consents, licences, requirements and the requirements of any authority or person having jurisdiction over the Work, the D&C Deed Activities or the Project.

2.3 Representative and Key Personnel: The Subcontractor must nominate the Subcontractor's Representative who must be acceptable to JHCPBG JV (acting reasonably). The Subcontractor's Representative must be able to communicate effectively and must be authorised to receive instructions or requests from JHCPBG JV. The Subcontractor must dedicate the Key Personnel in the performance of the Work.

2.4 Coordination: The Subcontractor must co-ordinate the performance of the Work with JHCPBG JV's requirements and at all times when necessary or appropriate co-operate with JHCPBG JV's other contractors and consultants but shall not act upon requests of others or develop alternatives or alterations without the prior written approval of JHCPBG JV.

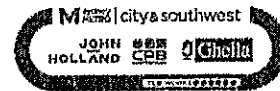
2.5 Time for provision of the Work: The Subcontractor must:

- (a) commence performance of the Work by no later than the Commencement Date;
- (b) Complete the Work by the relevant Date(s) for Completion; and

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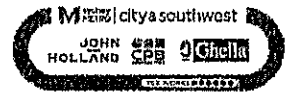
- (c) (without prejudice to clause 2.5(b)) perform the Work in a timely manner in accordance with JHCPBG JV's directions and the program for the Project included within Part D, as such program may be amended from time to time.

2.6 Delays:

- (a) The Subcontractor must within 3 Business Days of becoming aware of (or when it ought reasonably to have first become aware of) the commencement of an occurrence causing any delay or which is likely to cause delay, give JHCPBG JV written notice of any delay or likely delay to the carrying out of the Work, details of the cause and how any Date of Completion is likely to be affected (if at all).
- (b) If the Subcontractor is or will be delayed in achieving Completion of the Work by the relevant Date(s) for Completion, and the Subcontractor wishes to claim an extension of time to a relevant Date for Completion, the Subcontractor must:
- (i) within 7 Business Days of first becoming aware of (or when it ought reasonably to have first become aware of) the commencement of the occurrence causing the delay submit to JHCPBG JV a written notice of its intention to claim for an extension to the relevant Date(s) for Completion, which:
 - (A) gives detailed particulars of the delay and the events or circumstances giving rise to the delay; and
 - (B) states the number of days for which the extension of time is intended to be claimed (including by reference to each Date for Completion that the Subcontractor intends to claim should be extended);
 - (ii) within 10 Business Days of the Subcontractor's notice issued under clause 2.6(b)(i) submit a written claim to JHCPBG JV for an extension of time to the Date(s) for Completion, which:
 - (A) gives detailed particulars of the delay and the events or circumstances giving rise to the delay;
 - (B) provides details of how the relevant Extension Event has delayed or will delay the Subcontractor in achieving Completion of the Work (including by reference to each Date for Completion that the Subcontractor claims will be affected);
 - (C) states the number of days extension of time claimed (including by reference to each Date for Completion that the Subcontractor claims should be extended), together with details of how that period is calculated;
 - (D) states whether the relevant Extension Event has ceased (including details of the date that it ceased) or whether it is ongoing;
 - (E) provides details of the actions that the Subcontractor is taking, or has taken, in order to mitigate the effects of the relevant Extension Event; and
 - (F) provides such other relevant information and addresses such other matters as JHCPBG JV reasonably requires; and
 - (iii) if the delay or its effects are continuing, and the Subcontractor consequently wishes to amend its claim submitted under clause 2.6(b)(ii), the Subcontractor must submit a further written claim (which contains the information required by clause 2.6(b)(ii)) to JHCPBG JV every 7 Business Days after submission of the

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first written claim under clause 2.6(b)(ii), until the effects of the delay have ceased (and the final such further written claim must be clearly marked as such by the Subcontractor).

- (c) JHCPBG JV may request additional information in relation to any claim, or further claim, of the Subcontractor for an extension of time and the Subcontractor must, within 6 Business Days of receiving such request, provide JHCPBG JV with the information requested.
- (d) It is a condition precedent to the Subcontractor's entitlement to an extension of time to the Date(s) for Completion that:
 - (i) the Subcontractor has, with respect to the relevant delay, given the notices and claims required by clauses 2.6(b) (and has done so in accordance with the requirements of those clauses);
 - (ii) the Subcontractor is actually, or will be, delayed in achieving Completion of the Work (or Stage) by an Extension Event;
 - (iii) the Subcontractor can demonstrate, with respect to its claim for an extension of time, that the relevant event has caused or will cause activities on the critical path with respect to the Work to be delayed;
 - (iv) the cause of the delay was beyond the reasonable control of the Subcontractor; and
 - (v) the Subcontractor has taken all steps necessary to avoid or minimise the consequences of the delay.
- (e) If the Subcontractor fails to comply with the conditions precedent in clause 2.6(d) (or the conditions precedent in clause 2.6(d) are not satisfied):
 - (i) JHCPBG JV will not be liable upon any claim by the Subcontractor; and
 - (ii) the Subcontractor will be barred from making any claim against JHCPBG JV, arising out of or in any way in connection with the event giving rise to the delay and the delay involved.
- (f) If the conditions precedent in clause 2.6(d) have been satisfied, JHCPBG JV must extend the relevant Date(s) for Completion by a reasonable period, such period to be as stated by JHCPBG JV and notified to the Subcontractor within 30 Business Days after the latest of the:
 - (i) Subcontractor's last claim under clause 2.6(b); or
 - (ii) provision by the Subcontractor of any additional information requested by JHCPBG JV under clause 2.6(c).
- (g) Whether or not the Subcontractor has claimed or is entitled to an extension of time under this clause 2.6, JHCPBG JV may, at any time in its absolute discretion and for its benefit only, by written notice to the Subcontractor unilaterally extend any Date for Completion (and JHCPBG JV is not required to exercise that right for the benefit of the Subcontractor).

2.7 Suspension: JHCPBG JV may direct the Subcontractor to suspend provision of the Work (or any part) at any time and for any reason. JHCPBG JV shall notify the Subcontractor when it may

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resume provision of the Work affected by the suspension and the Subcontractor must resume the Work as soon as reasonably practicable after being given such notice.

2.7A Liquidated damages

- (a) The Subcontractor agrees that if it does not achieve Completion of the Work (or a Stage, as applicable) by the relevant Date for Completion, it must pay JHCPBG JV the applicable amount for the Work (or Stage, as applicable) specified in the Contract Particulars for every day after the relevant Date for Completion up to and including:
- (i) the Date of Completion of the Work (or Stage, as applicable); or
 - (ii) the date that this Agreement is validly terminated,
- whichever first occurs.
- (b) The parties agree that the liquidated damages provided for in clause 2.7A(a):
- (i) are a genuine pre-estimate of the anticipated or actual loss and damage that will be suffered or incurred by JHCPBG JV if the Work (or Stage, as applicable) is not Completed by the relevant Date for Completion and the Subcontractor has freely agreed that these liquidated damages represent proper, fair and reasonable amounts recoverable by JHCPBG JV arising from the failure of the Subcontractor to achieve Completion of the Work (or Stage, as applicable) by the relevant Date for Completion and do not constitute, and are not intended to be, a penalty; and
 - (ii) will be recoverable from the Subcontractor as a debt due and payable by JHCPBG JV.

2.7B Agreed damages

- (a) Where the Subcontractor is granted an extension of time with respect to:
- (i) a breach of this Agreement by JHCPBG JV, except to the extent caused by a breach of this Agreement by the Subcontractor or any other default, act or omission of the Subcontractor;
 - (ii) a suspension directed by JHCPBG JV under clause 2.7, except where the suspension arises as a result of the Subcontractor's failure to perform its obligations in accordance with this Agreement; or
 - (iii) (subject to clause 2.7B(b)) a Variation directed pursuant to clause 5.2, except where such Variation is directed as a result of a request by the Subcontractor,
- the Subcontractor will be entitled to be paid the additional costs determined by JHCPBG JV (acting reasonably) that the Subcontractor has reasonably and necessarily incurred due to, and arising directly from, the relevant delay, provided that:
- (iv) such costs must not include any off-site overheads or profit; and
 - (v) such costs have not been, and will not be, paid under any another express provision of this Agreement.
- (b) The parties agree that delay and disruption costs arising from a Variation (if any) are deemed to be included in the value of the Variation determined under clause 5.3 or clause 5.6 (as applicable).

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- (c) Subject to clause 2.13(d), the Subcontractor agrees that the amounts payable to it under this clause 2.7B are its sole entitlement with respect to any loss suffered or incurred by the Subcontractor arising out of or in connection with any delay or disruption that the Subcontractor encounters in carrying out the Work or otherwise in connection with this Agreement (including as a result of any suspension directed by JHCPBG JV under clause 2.7), and the Subcontractor waives its right to make any other claim in respect of such matters.

2.8 Reporting and review: The Subcontractor must, as required by JHCPBG JV and at the Subcontractor's sole cost:

- (a) regularly report to JHCPBG JV on the progress of the Work, in the form required by JHCPBG JV;
- (b) when required, submit the Work to JHCPBG JV for its review and approval; and
- (c) revise or remedy any of the Work which fails to comply with this Agreement and is not approved by JHCPBG JV, until approved by JHCPBG JV. Although JHCPBG JV will review the Work, JHCPBG JV relies on the skill and expertise of the Subcontractor and no review, approval or recommendation in relation to the Work will relieve the Subcontractor of or affect its responsibility for providing the Work as required by this Agreement.

2.9 Quality assurance: The Subcontractor must plan, develop and implement a quality assurance system, which, at least, meets the requirements set out in the Contract Particulars. The Subcontractor will not be relieved from any of its obligations arising from:

- (a) compliance with the quality assurance requirements of this Agreement; or
- (b) any instruction by JHCPBG JV concerning the Subcontractor's quality assurance system or its compliance or non-compliance with that system.

2.9A Defects

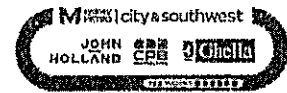
- (a) If JHCPBG JV discovers or believes there is a Defect in any Work or Deliverables, JHCPBG JV may, without prejudice to any other rights which JHCPBG JV may have under this Agreement or otherwise, give the Subcontractor a notice which specifies the Defect and:
 - (i) requires the Subcontractor to correct the Defect, or any part of it, at the Subcontractor's cost, and specifies the time within which this must occur; or
 - (ii) advises the Subcontractor that JHCPBG JV will accept the Work or Deliverables, or any part of it or them, despite the Defect.
- (b) If a notice is given under clause 2.9A(a):
 - (i) prior to the expiry of the Defects Liability Period, the Subcontractor must correct the Defect within the time specified in JHCPBG JV's instruction; or
 - (ii) after the expiry of the Defects Liability Period, the Subcontractor must correct the Defect at times and in a manner which causes as little inconvenience as is reasonably possible to JHCPBG JV, the Principal and the occupants or users of the works which the Deliverables form part of.
- (c) If the Subcontractor fails to correct a Defect in accordance with a notice given under clause 2.9A(a), JHCPBG JV may correct the Defect itself (or via a third party) and the cost of doing so will be a debt due from the Subcontractor to JHCPBG JV.

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- (d) If a notice is given under clause 2.9A(a)(ii) prior to the expiration of the Defects Liability Period, the Subcontract Sum will be reduced by the amount determined by JHCPBG JV to be the cost of JHCPBG JV correcting the Defect or having the Defect corrected by others or by an amount equivalent to any relevant damages claimed against JHCPBG JV or for which JHCPBG JV is liable for to third parties (including the Principal).
- (e) If JHCPBG JV gives the Subcontractor a notice under clause 2.9A(a) during the Defects Liability Period, the Defects Liability Period for the Work or Deliverables the subject of the relevant Defect will be extended by the original term of the Defects Liability Period, commencing upon completion of the correction of the Defect.

2.10 Warranties: The Subcontractor warrants and represents that:

- (a) it has no existing or anticipated conflict of interest in relation to the Work or the Project and it has not made and will not hereafter make any commitment in conflict with this Agreement and it will act in a manner consistent with JHCPBG JV's Code of Business Conduct in all respects (a copy of which the Subcontractor acknowledges it has received from JHCPBG JV);
- (b) it has not relied on any statements or information provided by JHCPBG JV in entering into this Agreement;
- (c) it has examined carefully all information relevant to the risks, contingencies and circumstances having or which might have an effect on the provision of the Work and has satisfied itself as to the correctness and sufficiency of the Subcontract Sum; and
- (d) the Work (and the Deliverables) will be suitable for the intended purpose.

2.11 Industrial relations:

- (a) Industrial relations on all projects undertaken by JHCPBG JV are managed in compliance with all relevant industrial laws including the Building Code and any applicable State Code where required.
- (b) The Subcontractor and any Sub-subcontractors engaged by the Subcontractor must comply at all times with all relevant legislative requirements including in relation to:
 - (i) complying with Industrial Instruments;
 - (ii) freedom of association;
 - (iii) payment of strike pay;
 - (iv) unlawful industrial action;
 - (v) the management of work health and safety related action;
 - (vi) coercion in respect of industrial instruments and superannuation;
 - (vii) provision of personal information; and
 - (viii) right of entry.
- (c) The Subcontractor must allow JHCPBG JV sufficient access and provide sufficient information to allow JHCPBG JV to accurately assess the Subcontractor's compliance with regards to industrial relations matters.

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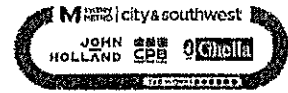
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- (d) The Subcontractor must comply with any directions given by JHCPBG JV regarding industrial relations and bear any losses, costs, expenses or damages it incurs as a result. The Subcontractor will be responsible for any losses, costs, expenses or damages incurred by any person arising out of the Subcontractor's failure to comply with JHCPBG JV's directions.
- (e) Not less than seven (7) days prior to mobilisation of any labour to site (if applicable), the Subcontractor must advise as to the following:
 - (i) the names and classifications of employees to be engaged on the Project (and this must be done by way of the "Site Employee Registration Induction Form" detailed in the Subcontractor Requirements Pack provided to the Subcontractor);
 - (ii) confirm the details of the applicable industrial instrument and provide a copy upon request;
 - (iii) identify any Sub-subcontractors that are intended to be engaged on the Project.
- (f) The Subcontractor undertakes to advise JHCPBG JV of any changes to the applicable industrial instruments which may be applied through the course of the Work.
- (g) As a condition precedent to the existence and effectiveness of this Agreement the Subcontractor must have provided to JHCPBG JV at the time of tender a Building Code Declaration of Compliance and have been issued with a compliant Building Code Assessment Report.
- (h) Before allowing any of its Sub-subcontractors to commence any work or services on site the Subcontractor must provide to JHCPBG JV a Building Code Declaration of Compliance and a compliant Building Code Assessment Report pertaining to its Sub-subcontractor.
- (i) The Subcontractor agrees to comply with the undertakings provided in the Building Code Declaration of Compliance and those undertakings and requirements set out in Part E.
- (j) Without prejudice to any other obligation in this clause 2.11 or clause 10.5, the Subcontractor must:
 - (i) take active, regular steps (including conducting audits, as appropriate) to ensure that its Sub-subcontractors (and all further sub-subcontractors all the way down the subcontracting chain with respect to the Work):
 - (A) are, at all times, fully compliant with the Building Code;
 - (B) at all times comply with the relevant requirements of clause 10.5, as if those requirements were included in the relevant party's subcontract;
 - (ii) promptly following any request by JHCPBG JV to do so, provide JHCPBG JV with such written confirmation (including by way of statutory declaration, if required) as JHCPBG JV reasonably requires that the Subcontractor is complying with the requirements of 2.11(j) and is satisfied that all relevant parties are complying with the relevant requirements; and
 - (iii) at such periods as JHCPBG JV may require (which will be no more often than monthly) provide JHCPBG JV with written confirmation (including by way of statutory declaration, if required) that the Subcontractor is complying with the Building Code and the requirements of clause 10.5.

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- (k) JHCPBG JV may require the Subcontractor to prepare and submit a Workplace Relations Management Plan (WRMP) or to adopt and comply with a WRMP in place on the Project. In order to assist in the preparation of the WRMP, the Subcontractor may be required to participate in an industrial relations risk workshop or equivalent conducted by JHCPBG JV. Once a WRMP has been approved by JHCPBG JV, the Subcontractor must comply with the WRMP.
- (l) Failure to comply with this clause 2.11 and those obligations set out in Part E will constitute a substantial breach of this Agreement by the Subcontractor and may, at JHCPBG JV's absolute discretion, result in termination of this Agreement in accordance with clause 7.

2.12 Construction Site

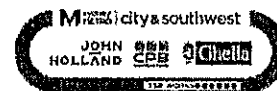
- (a) The Subcontractor is deemed to have inspected the Construction Site, including its surrounding and local conditions, access to it, facilities on it or near it and physical conditions above and below the surface prior to commencing the Work and to have included for all such matters in the Subcontract Sum. No increase in the Subcontract Sum will be allowed for the Subcontractor's failure to ensure that it is fully informed regarding the circumstances relating to the Construction Site.
- (b) If required by the Contract Particulars, it is the responsibility of the Subcontractor to set out the Work (as applicable) and to determine the position, levels, size and alignment of all parts of the Work (as applicable).

2.13 Access to Construction Site

- (a) JHCPBG JV must, by the later of satisfaction of the requirements set out in clause 3.1 and the date specified in the Contract Particulars, give the Subcontractor sufficient access to the Construction Site as is necessary to allow for the carrying out of the Work.
- (b) The Subcontractor's right of access to the Construction Site will only be to those parts of the Construction Site as is necessary for the carrying out of the Work and such access will not be exclusive.
- (c) The Subcontractor must not commence any work on the Construction Site without the written consent of JHCPBG JV and must comply with JHCPBG JV's requirements in relation to access to, and use of, the Construction Site.
- (d) Failure by JHCPBG JV to give access as required by clause 2.13(a) will not be a breach of this Agreement but will entitle the Subcontractor to:
 - (i) an extension of time to any relevant Date for Completion under clause 2.6 if the requirements of that clause are satisfied; and
 - (ii) be paid the additional costs determined by JHCPBG JV (acting reasonably) that the Subcontractor has reasonably and necessarily incurred due to, and arising directly from, the failure by JHCPBG JV to give access as required by clause 2.13(a), provided that:
 - (A) such costs must not include any off-site overheads or profit; and
 - (B) such costs have not been, and will not be, paid under any another express provision of this Agreement.
- (e) The Subcontractor's entitlement under clause 2.13(d)(ii) will be its only right to payment of money arising out of or in any way in connection with JHCPBG JV's failure to give access as required by clause 2.13(a).

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2.14 Information

- (a) The Subcontractor is deemed to have examined all the documents comprising this Agreement, obtained all other information necessary to Complete the Work, determined the nature and extent of the Work and assessed the amount of temporary work, materials, labour and plant necessary to Complete the Work (as applicable).
- (b) The accuracy of any documentation relating to quantities or dimensions provided by JHCPBG JV to the Subcontractor is not guaranteed and is provided as indicative only. The Subcontractor is deemed to have made its own assessment of quantities and dimensions.
- (c) The Subcontractor must give JHCPBG JV any warranties (including third party warranties), guarantees, operating manuals or "as built" drawings required under this Agreement or required by JHCPBG JV. These documents must be given to JHCPBG JV by the Subcontractor in a format acceptable to JHCPBG JV before (and as a condition precedent to) the Completion of the Work.
- (d) JHCPBG JV's approval of any documents supplied by the Subcontractor will not relieve the Subcontractor of the responsibility for those documents.

2.15 Plant and equipment

All plant and equipment used by the Subcontractor and its Sub-subcontractors must comply with applicable legislation, certification and standards from regulatory authorities. A current Plant Hazard Assessment (PHA) must be provided for all plant brought onto the Construction Site. All plant and equipment supplied to or used by the Subcontractor on the Project must be appropriately inspected and maintained, certified for use and must be provided with instructions for use. JHCPBG JV accepts no liability for losses incurred from plant and equipment being stood down due to non-conformance to the above requirements. Plant operators must, upon request by JHCPBG JV, demonstrate their competency with respect to the safe operation of plant.

3. INSURANCE AND INDEMNITY

3.1 Required insurance: The Subcontractor must, before commencing the Work, effect and maintain, the insurance specified in the Contract Particulars. Where the Contract Particulars requires professional indemnity insurance to be effected and maintained, such insurance must be maintained for a period of 6 years after the Completion of the Work. Other insurances specified in the Contract Particulars must be maintained for the duration of the performance of the Work.

3.2 Evidence of insurance: Where requested, the Subcontractor must provide JHCPBG JV with a copy of the required policy of insurance or otherwise provide evidence to JHCPBG JV that the required insurance cover has been effected and is being maintained.

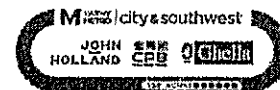
3.3 Indemnity: The Subcontractor must:

- (a) indemnify JHCPBG JV from and against any loss or damage suffered or incurred by JHCPBG JV, and any claim against JHCPBG JV, in respect of:
 - (i) any illness, personal injury to, or death of, any person; and
 - (ii) the loss of, loss of use or access to (whether total or partial) or destruction or damage to any real or personal property,

caused by, arising out of, or in any way in connection with, the carrying out of the Work or any failure by the Subcontractor to comply with its obligations under this Agreement; and

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- (b) indemnify JHCPBG JV from and against any loss or damage suffered or incurred by JHCPBG JV, and any claim against JHCPBG JV, arising out of or in any way in connection with any breach by the Subcontractor of a term of this Agreement.

3.4 Liability for excesses and deductibles

The Subcontractor will be liable for the cost of any excesses and deductibles under any insurance maintained by the Principal or JHCPBG JV with respect to the Project (to the extent any such excess or deductible is incurred due to an event caused by the Subcontractor or any Sub-subcontractor (or any of their respective Associates)).

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

4.1 Confidentiality: The Subcontractor must ensure that:

- (a) neither it nor any of its Sub-subcontractors (or any of their respective Associates) disclose, or otherwise make public, any Contract Material or any other information or material acquired from JHCPBG JV (directly or indirectly) in connection with or during the performance of the Work without the prior written approval of JHCPBG JV, save only to the extent any such information or material is already in the public domain, in the possession of the Subcontractor without breach of this Agreement or is required to be provided to another person by operation of any applicable law;
- (b) no Contract Material is used, copied, supplied or reproduced for any purpose other than for the performance of the Work; and
- (c) it does not, without JHCPBG JV's prior written approval:
 - (i) have any dealings with the media (including social media), or issue for publication (including via social media) any information, in relation to the Work, this Agreement or the Project; or
 - (ii) prepare or submit submissions (or permit others to prepare or submit submissions on the Subcontractor's behalf) for awards, in connection with the Work or the Project, by technical or industry organisations, professional bodies or other similar bodies.

4.2 Intellectual Property Rights

- (a) Documents (including Design Documentation) supplied by or on behalf of the Subcontractor will be JHCPBG JV's property (or, if JHCPBG JV so directs, the Principal's property).
- (b) The Subcontractor (irrevocably for all time and despite any termination of this Agreement for any reason):
 - (i) to the fullest extent permitted by law, assigns to JHCPBG JV (or, if JHCPBG JV so directs, to the Principal) all of the Subcontractor's right, title and interest in the Intellectual Property Rights in or relating to:
 - (A) the Design Documentation; and
 - (B) the materials, documents, images, photographs and software relevant to the Work (other than processes and methods of working),(collectively called the **Contract Documentation and Materials**) prepared or created by the Subcontractor for or in connection with the Work or the Deliverables,

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which assignment is effective immediately from the time it is prepared or created;
and

- (ii) in respect of all other Intellectual Property Rights in or relating to:
 - (A) the Contract Documentation and Materials; and
 - (B) (if applicable) the Temporary Works (other than any Handover Works) and the processes and methods of working relevant to the Work (collectively called the **Contract Processes**),

grants to JHCPBG JV (or, if JHCPBG JV so directs, to the Principal) an irrevocable, royalty free, perpetual and fully assignable licence to use (and to sublicense others to use) the same for:

- (C) (as applicable) the purposes of completing the construction, commissioning and testing of, using, operating, duplicating, extending, maintaining, upgrading, altering or otherwise dealing with the whole or any part of (as applicable) the Work, the Deliverables, the D&C Deed Activities or the Project Works and the Temporary Works;
- (D) any purpose associated with further development of the Construction Site; and
- (E) any other purpose connected with transport projects in New South Wales,

which licence is effective immediately and will survive termination of this Agreement on any basis.

(c) The Subcontractor:

- (i) warrants that JHCPBG JV's and the Principal's use of the Contract Documentation and Materials, or any other work provided by the Subcontractor under this Agreement, will not infringe any author's moral rights under the Copyright Act 1968 (Cth) or similar legislation in any jurisdiction; and
- (ii) must indemnify JHCPBG JV against any claims against, or costs, expenses, losses or damages suffered or incurred by JHCPBG JV (which may include JHCPBG JV's corresponding liability to the Principal under the D&C Deed) arising out of, or in any way in connection with, any actual or alleged infringement of any author's moral rights under the Copyright Act 1968 (Cth) or similar legislation in any jurisdiction in connection with the Work, the Deliverables or the Contract Documentation and Materials.

(d) For the purposes of clause 4.2(c), JHCPBG JV's and the Principal's use of the Contract Documentation and Materials includes JHCPBG JV's and the Principal's right to reproduce, publish, copy, adapt, communicate to the public, materially distort, destroy, mutilate or in any way change the Contract Documentation and Materials or part of the Deliverables to which the Contract Documentation and Materials or any other work provided by the Subcontractor under this Agreement relates:

- (i) with or without attribution of authorship;
- (ii) in any medium; and
- (iii) in any context and in any way it sees fit.

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- (e) The Subcontractor agrees to, and agrees to procure the cooperation of any third parties to, execute such further documents and do such further things (including assisting in relation to any litigation commenced by or brought against JHCPBG JV or the Principal or their respective licensees, assignees or successors and their licensees, or any other person authorised by either of them) as reasonably requested JHCPBG JV to give full effect to the provisions of this Agreement and to allow or assist JHCPBG JV and the Principal (and their respective licensees, assignees and successors and their licensees, and any other person authorised by either of them) to obtain, perfect, assert, enforce or defend its (or their) interest in, rights and consents to the assigned or licensed Intellectual Property Rights (as the case may be) or any adaptation of it (or any part of the assigned or licensed Intellectual Property Rights (as the case may be) or of any such adaptation) or to prevent or obtain other remedies from others infringing any of those rights, interests and consents anywhere in the world.
- (f) The Subcontractor irrevocably appoints JHCPBG JV as its attorney to execute any document and do any act or thing which may be necessary to comply with the provisions of this clause 4.2 if the Subcontractor fails to execute the document or do the relevant act or thing within 3 Business Days of a written request by JHCPBG JV.
- (g) JHCPBG JV grants (or will procure that the Principal grants) to the Subcontractor a royalty free licence (or sub-licence, as the case may be) for the duration of this Agreement to use, only for the purpose of executing the Work, the Intellectual Property Rights in respect of which JHCPBG JV (or the Principal, as the case may be) has absolute title under clause 4.2(b)(i).
- (h) The Subcontractor warrants that:
 - (i) the:
 - (A) assignment to JHCPBG JV (or the Principal, as the case may be) and any use of the Intellectual Property Rights assigned under this clause 4.2; and
 - (B) use of the Intellectual Property Rights licensed under this clause 4.2 pursuant to the terms of this Agreement,does not and will not infringe the Intellectual Property Rights of any party;
 - (ii) were it not for the assignments effected by this Agreement, the Subcontractor would be the absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights referred to in clause 4.2(b)(i); and
 - (iii) the Subcontractor is either:
 - (A) the absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights referred to in clause 4.2(b)(i); or
 - (B) able to grant the licence granted in clause 4.2(b)(ii).
- (i) Without limiting clause 4.2(h), where any action or claim for infringement or alleged infringement of any Intellectual Property Rights results in the use or enjoyment by JHCPBG JV or the Principal or their respective licensees, assignees or successors or their licensees, or other person authorised by either of them, of the Contract Documentation and Materials, the Contract Processes, the Work or the Deliverables or any part of them, being disrupted, impaired or adversely affected, the Subcontractor must at its own expense and at JHCPBG JV's option:

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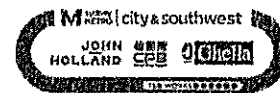
- (i) procure for the benefit of JHCPBG JV (and, if so directed by JHCPBG JV, the Principal) and its or their (as applicable) licensees, assignees and successors and their licensees and any other person authorised by it or them (as applicable) the right to continue to use and exploit the Intellectual Property Rights assigned or licensed pursuant to this clause 4.2, in accordance with this Agreement; or
- (ii) modify or replace the Contract Documentation and Materials, the Contract Processes, the Work or the Deliverables or relevant part of them, in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 4.2, so that no further infringement will occur and so that the modified or replaced Contract Documentation and Materials, Contract Processes, Work or Deliverables or relevant part of them in respect of which Intellectual Property Rights are assigned or licensed pursuant to this clause 4.2 will:
 - (A) comply with the requirements of this Agreement; and
 - (B) not limit or otherwise affect JHCPBG JV's (or, as applicable, the Principal's) rights, or the Subcontractor's ability to comply with its obligations, under this Agreement or otherwise according to law.
- (j) The Subcontractor indemnifies, and agrees to keep indemnified, JHCPBG JV from and against any claims against JHCPBG JV, or loss suffered or incurred by JHCPBG JV, arising out of or in any way in connection with:
 - (i) a breach by the Subcontractor of any warranty set out in this clause 4.2; or
 - (ii) any actual or alleged infringement of an Intellectual Property Right in connection with the Contract Documentation and Materials, the Contract Processes, the Work or the Deliverables or any part of them.
- (k) The Subcontractor:
 - (i) acknowledges that:
 - (A) the Principal may provide Interface Contractors with copies of any documents (including Design Documentation) provided to the Principal or the Independent Certifier (including via JHCPBG JV) by or on behalf of the Subcontractor in any way in connection with this Agreement, the Work or the Deliverables; and
 - (B) JHCPBG JV may provide its other contractors and consultants with copies of any documents (including Design Documentation) provided to JHCPBG JV by or on behalf of the Subcontractor in any way in connection with this Agreement, the Work or the Deliverables; and
 - (ii) must, upon request by JHCPBG JV, provide to JHCPBG JV copies of any Contract Documentation and Materials that JHCPBG JV advises that the Principal, any Interface Contractor or any other contractor or consultant of JHCPBG JV may reasonably require.

5. VARIATIONS

- 5.1 Variation price request:** The Subcontractor must not carry out a Variation, or otherwise vary or carry out any additional work, without a written direction from JHCPBG JV. JHCPBG JV may issue a document entitled "Variation Price Request" to the Subcontractor which sets out details of a proposed Variation. Within 7 days of the receipt of a "Variation Price Request" the Subcontractor must advise JHCPBG JV in writing of any impact the proposed Variation will have on the

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Subcontract Sum or the performance of the Work (and provide such other information as JHCPBG JV reasonably requires in relation to the proposed Variation).

5.2 Variation order: Either following, or without following, the procedure in clause 5.1, JHCPBG JV may, by giving to the Subcontractor a document entitled "Variation Order", instruct the Subcontractor to do all or any one or more of the following things:

- (a) vary the nature and extent of the Work;
- (b) increase, change, decrease or omit any part of the Work; or
- (c) carry out additional Work,

each being a **Variation**.

Any Variation Order must state either that:

- (d) the Subcontract Sum and scope of Work is adjusted as set out in the Subcontractor's response to a "Variation Price Request" under clause 5.1; or
- (e) if no Variation Price Request has been issued or JHCPBG JV disagrees with the Subcontractor's response to a Variation Price Request, the adjustment (if any) to the Subcontract Sum and scope of Work will be determined by JHCPBG JV (including under clause 5.3, as applicable).

5.3 Cost of Variation: The Subcontract Sum will be adjusted for all Variations instructed by JHCPBG JV in a "Variation Order" by:

- (a) the amount (if any) stated in the "Variation Order"; or
- (b) a reasonable amount:
 - (i) agreed between the parties; or
 - (ii) failing agreement, determined by JHCPBG JV using the rates and prices specified in the Contract Particulars and where there are no such rates and prices then as determined by JHCPBG JV using reasonable rates and prices.

5.4 Omissions: If a Variation instructed by JHCPBG JV in a "Variation Order" omits any part of the Work, the Subcontractor acknowledges and agrees that JHCPBG JV may thereafter either perform the omitted part of the Work itself or engage another person to perform such Work.

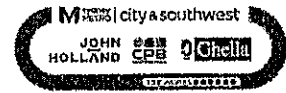
5.5 Daywork: JHCPBG JV may instruct the Subcontractor to carry out as Daywork any Variation. Any such instruction must be in writing. The Subcontractor must:

- (a) perform all Daywork in an efficient manner; and
- (b) after the instruction, each day provide JHCPBG JV with a written report (in duplicate) signed by the Subcontractor which:
 - (i) records particulars of all resources used by the Subcontractor for the execution of the Daywork;
 - (ii) includes the particulars and copies of time sheets, wages sheets, invoices, receipts and other documents evidencing the cost of the Daywork reasonably and properly incurred by the Subcontractor, and

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JHCPBG JV will counter sign the report acknowledging receipt and return one copy to the Subcontractor. JHCPBG JV may direct the manner in which these particulars are to be recorded.

5.6 Valuation of Daywork: In determining the value of work which JHCPBG JV instructed was to be carried out as Daywork, JHCPBG JV will have regard to:

- (a) the rates included in the Fee Schedule;
- (b) written reports submitted under clause 5.5;
- (c) wages and allowances paid or payable by the Subcontractor at:
 - (i) rates pertaining at the Construction Site at the time as established by the Subcontractor to the satisfaction of JHCPBG JV; or
 - (ii) other rates approved by JHCPBG JV;
- (d) the amount paid or payable by the Subcontractor in accordance with any statute or award applicable to day labour additional to the wages paid or payable under clause 5.6(c);
- (e) the amount of hire charges in respect of plant approved by JHCPBG JV for use on the work in accordance with the hiring rates and conditions:
 - (i) agreed between JHCPBG JV and the Subcontractor; or
 - (ii) failing agreement, determined by JHCPBG JV;
- (f) the amounts paid for services, subcontracts and professional fees;
- (g) the actual cost to the Subcontractor at the Construction Site of all materials supplied and required for the work; and
- (h) a charge of 10% to cover overheads, administrative costs, site supervision, establishment costs, attendance and profit applies to all lump sum variation work.

6. SUBCONTRACT SUM AND PAYMENT

6.1 Payment obligation:

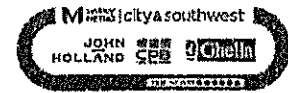
Subject to clause 6.7 and to any other right to set-off which JHCPBG JV may have, and subject to the Subcontractor performing the Work and complying with its obligations in accordance with this Agreement, JHCPBG JV must, in accordance with this clause 6, pay the Subcontractor:

- (a) the Subcontract Sum;
- (b) the expenses and disbursements specified in the Contract Particulars (if any); and
- (c) other amounts which are payable by JHCPBG JV to the Subcontractor under this Agreement.

6.2 Nature of Subcontract Sum:

- (a) With respect to any:
 - (i) lump sum part of this Agreement (as stated in the Contract Particulars and the Fee Schedule), a lump sum is deemed to include all things necessary to perform the applicable lump sum part of this Agreement in accordance with this

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Agreement and all on-site and off-site overheads and profit in connection with that part of this Agreement;

- (ii) schedule of rates part of this Agreement (as stated in the Contract Particulars and the Fee Schedule):
 - (A) the calculation of payment on a schedule of rates basis will be based on the items identified in the schedule of rates in the Fee Schedule;
 - (B) payment for the schedule of rates part of this Agreement will be calculated by multiplying the rate for an item or resource (as applicable) stated in the schedule of rates in the Fee Schedule by the measured quantity of that item performed, or the time actually and properly expended by that resource (as applicable), in accordance with this Agreement; and
 - (C) the rate for an item or resource in the schedule of rates in the Fee Schedule is deemed to include all things necessary to perform that item, and all costs in connection with that resource (as applicable), in accordance with this Agreement and all on-site and off-site overheads and profit in connection with the item or resource.
- (b) Notwithstanding anything to the contrary in clause 6, if the Fee Schedule provides for Payment Milestones:
 - (i) the Subcontractor is not entitled to submit a payment claim in respect of, or be paid any amount in respect of, a Payment Milestone until the relevant Payment Milestone has been achieved;
 - (ii) the Subcontractor is not entitled to claim in any payment claim, or be paid with respect to any payment claim, any amount in respect of a Payment Milestone in excess of the applicable Payment Milestone Amount; and
 - (iii) the Subcontractor is not entitled to submit a payment claim in respect of a Payment Milestone, or be paid any amount in respect of a Payment Milestone, unless all previous Payment Milestones have been achieved.
- (c) Unless expressly stated to the contrary in this Agreement, the Subcontract Sum (and the respective individual amounts and rates set out in the Fee Schedule) are exclusive of GST.

6.3 Quantities

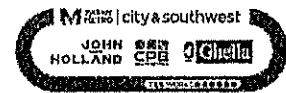
Where the Fee Schedule includes quantities (whether in a schedule of rates or in any build-up with respect to a lump sum):

- (a) unless those quantities are stated expressly and in writing by JHCPBG JV to be guaranteed quantities, those quantities are estimated quantities only and are not to be taken as actual or correct quantities of work to be carried out and JHCPBG JV does not warrant or make any representation as to the accuracy or adequacy of those quantities;
- (b) the Subcontractor warrants that it placed no reliance on the accuracy or adequacy of the quantities in the Fee Schedule and that it entered this Agreement based on its own investigations, interpretations and information and is aware that JHCPBG JV entered this Agreement relying upon these warranties.
- (c) the Subcontractor will not be entitled to make a claim against JHCPBG JV if the items of work or quantities are incorrect in any way, including that they:

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- (i) contain an incorrect quantity;
- (ii) contain an item which should not have been included; or
- (iii) omit an item which should have been included.

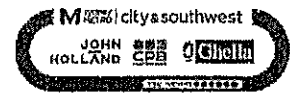
6.4 Payment claims: The Subcontractor may submit a payment claim to JHCPBG JV only on each Reference Date. Each payment claim must:

- (a) be calculated for the periods and/or by the method required by clause 6.2 and the Fee Schedule;
- (b) be in the format JHCPBG JV requires;
- (c) be submitted in accordance with clause 9.3(a) and also via email to the email address stated in the Contract Particulars;
- (d) include the evidence reasonably required by JHCPBG JV of the value of work completed in accordance with this Agreement (and the expenses and disbursements incurred by the Subcontractor, as applicable) and the amount claimed;
- (e) set out the total value of work completed in accordance with this Agreement to the date of the payment claim, the amount previously paid to the Subcontractor and the amount then claimed;
- (f) be accompanied by a duly completed and signed "Statutory Declaration" and "Subcontractor's Statement" in the form set out in Part G, dated and signed no earlier than the date of the payment claim;
- (g) be accompanied by a monthly statement, in the form reasonably required by JHCPBG JV, which sets out all amounts claimed by the Subcontractor under this Agreement, and all amounts paid to the Subcontractor, under this Agreement, current to the date of the payment claim;
- (h) include or be accompanied by details of all amounts the Subcontractor has been required to pay under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) or amounts owed with respect to any unsatisfied judgement debts (including by any related entity) to a building contractor or building industry participant (as those terms are defined in the Building Code);
- (i) include or be accompanied by details of all adverse decisions, directions or orders, relating to the Subcontractor, made by a court or tribunal for a breach of the *Independent Contractors Act 2006*, the *Fair Work Act 2009*, the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, the *Migration Act 1958* or a Commonwealth industrial instrument;
- (j) be accompanied by a duly completed and signed NGER reporting form in the form set out in Part H; and
- (k) be accompanied by and provide such other details, supporting documentation and information as JHCPBG JV reasonably requires.

The Subcontractor agrees that no payment will be made to the Subcontractor unless and until the Subcontractor has complied with its obligations under clauses 3.1 and 3.2.

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6.5 Payment schedules

JHCPBG JV will, within the time specified in the Contract Particulars of receiving a valid payment claim, give the Subcontractor a payment schedule which sets out:

- (a) the value of each item of work completed in accordance with this Agreement;
- (b) the amount already paid to the Subcontractor;
- (c) the amount JHCPBG JV is entitled to retain under clause 6.9 (if any);
- (d) the amount then payable by JHCPBG JV to the Subcontractor or from the Subcontractor to JHCPBG JV for the items of work referred to in clause 6.5(a); and
- (e) the reasons for any difference in the amount set out as then payable from the amount in the payment claim.

6.6 Payment: Subject to clause 6.4, JHCPBG JV must, within the time stated in the Contract Particulars after receiving the payment claim, pay the Subcontractor the amount reasonably assessed by JHCPBG JV to be due to the Subcontractor. Where any part of a payment claim submitted is disputed by JHCPBG JV, or cannot be substantiated by the Subcontractor, then JHCPBG JV shall pay to the Subcontractor that part of the payment claim which is not in dispute in the manner provided above. If the parties are unable to reach agreement in relation to any part of a payment claim within fourteen (14) days of such payment by JHCPBG JV, the dispute may be referred by either party for resolution in accordance with Clause 8. Any amount paid by JHCPBG JV will be deemed to be payment on account only and will not imply that the relevant Work is approved by JHCPBG JV or is in accordance with the requirements of this Agreement.

6.7 Set off: JHCPBG JV may deduct from moneys otherwise due to the Subcontractor any debt or amount due to JHCPBG JV or amount claimed by JHCPBG JV against the Subcontractor.

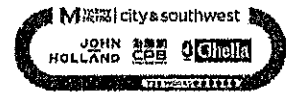
6.8 Taxes and superannuation: The Subcontractor shall (subject only to clause 6.13) be responsible for all taxes and levies whatsoever, whether arising under a State or Commonwealth law, including income tax, "pay as you go", payroll tax, group tax and fringe benefits tax that may apply to the performance by the Subcontractor of the Work or on any payment paid to the Subcontractor by JHCPBG JV. The Subcontractor shall be responsible for and ensure that it makes all payments in relation to superannuation contributions as required by the law. Before commencing provision of the Work, the Subcontractor must quote to JHCPBG JV a valid Australian Business Number. If the Subcontractor cannot provide such a number or other evidence of exemption, the Subcontractor authorises JHCPBG JV to make such deductions for taxation, from any payment to the Subcontractor, as may be required by law.

6.9 Security and retention:

- (a) Unless the Contract Particulars states that the Subcontractor is not required to provide security, the Subcontractor must provide JHCPBG JV security (for the amount and in the manner specified in the Contract Particulars) for performance of all and any of its obligations under this Agreement.
- (b) Where the security required to be provided by the Subcontractor under clause 6.9(a) is Approved Security, the Subcontractor must provide JHCPBG JV with 2 Approved Securities, each for 50% of the required amount (pursuant to clause 6.9(a)) within 14 days after the Commencement Date.
- (c) Where the Subcontractor provides security that is not in the form of retention, JHCPBG JV is entitled to convert the security into cash at any time.

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- (d) JHCPBG JV may utilise security provided by the Subcontractor under this Agreement to pay for any costs, expenses or damages which JHCPBG JV claims that it has incurred or might in the future incur as a consequence of any act or omission of the Subcontractor which JHCPBG JV asserts constitutes a breach of this Agreement.
 - (e) Where clause 6.9(a) requires the Subcontractor to provide Approved Securities and the Subcontractor fails to do so in accordance with that clause, JHCPBG JV will be entitled to withhold retention of 10% from all payments made to the Subcontractor under this Agreement until such time as Approved Securities are provided to JHCPBG JV by the Subcontractor in accordance with the requirements of clause 6.9(a). The relevant retention will then be returned to the Subcontractor.
 - (f) JHCPBG JV must (subject to its rights under clause 6.9(d)):
 - (i) by the time specified in the Contract Particulars, release 50% of any security held under this clause 6.9 provided all Defects have been completed to the satisfaction of JHCPBG JV; and
 - (ii) release the balance of the security held under this clause 6.9 when the Subcontractor has, in JHCPBG JV's opinion, complied with all its obligations under this Agreement and the last Defects Correction Period under the D&C Deed has expired, whichever is later.
 - (g) JHCPBG JV is not obliged to pay the Subcontractor interest on any retention or Approved Security withheld or provided under this clause 6.9 (or the proceeds of any Approved Security, if it is converted into cash) and will not hold any such retention or proceeds on trust for the Subcontractor.
- 6.10 Final payment and release:** The Subcontractor must provide a release in the form reasonably required by JHCPBG JV when requested to do so by JHCPBG JV. This release must be executed prior to any final payment to the Subcontractor by JHCPBG JV and before the release by JHCPBG JV of security provided under clause 6.9.
- 6.11 Security of payment:** The parties agree that:
- (a) the Subcontractor must give JHCPBG JV (on a Business Day) a copy of any written communication it receives or delivers in relation to the Security of Payment Act; and
 - (b) If the Subcontractor suspends the provision of the Work pursuant to the Security of Payment Act:
 - (i) the entitlement shall not be a cause for delay and the suspension shall be deemed to be an act or omission of the Subcontractor;
 - (ii) the Date(s) for Completion shall not be affected; and
 - (iii) JHCPBG JV shall be entitled to terminate this Agreement pursuant to clause 7.3.
- 6.12 Adjudication under the Security of Payment Act:** If the Subcontractor makes an application under the Security of Payment Act for any form of adjudication and if it is permissible (with respect to the provisions of the Security of Payment Act) for the parties to agree under this Agreement:
- (a) on the identity of the person or organisation to carry out or to nominate to carry out the adjudication, it is hereby agreed that such adjudicator or nominating person shall be the person or organisation specified in the Contract Particulars; and

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- (b) on the type of security to be given by a respondent to secure payment of a determination by an adjudicator in lieu of direct payment, it is hereby agreed that such security shall be of the type specified in the Contract Particulars.

6.13 GST: As referred to in clause 6.2(c), the Subcontract Sum is exclusive of GST, unless otherwise expressly stated in this Agreement. To the extent that any Taxable Supply occurs under this Agreement and this Agreement does not otherwise expressly state or display the GST inclusive consideration for that Taxable Supply then:

- (a) the party who is the supplier will be entitled to increase the consideration for the Taxable Supply identified in this Agreement by the amount of any applicable GST calculated in accordance with the GST Act; and
- (b) the party who is the recipient shall pay such increased consideration.

Unless JHCPBG JV requires that a recipient created tax invoice shall be used, the supplier must in each case issue to the recipient at the time of claiming payment a valid tax invoice in accordance with the GST Act to enable an input tax credit for GST so paid.

7. DEFAULT AND TERMINATION

7.1 Termination for cause: JHCPBG JV may, without prejudice to any other right, terminate this Agreement by notice in writing to the Subcontractor from the date stated in the notice if:

- (a) the Subcontractor defaults under, or breaches, this Agreement and fails to remedy such default or breach within the time provided in a notice from JHCPBG JV to the Subcontractor notifying the breach or default;
- (b) in the opinion of JHCPBG JV the Subcontractor suffers an adverse or potentially adverse alteration in its financial capacity or (if the Subcontractor is a natural person) becomes unable to pay his or her debts when due; or
- (c) an Insolvency Event occurs with respect to the Subcontractor.

7.2 Rights on termination: If JHCPBG JV terminates this Agreement under clause 7.1:

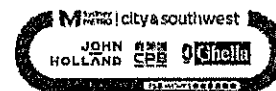
- (a) JHCPBG JV will not be obliged to make any further payments to the Subcontractor, including any money the subject of a payment claim under clause 6.4;
- (b) JHCPBG JV will be entitled to recover from the Subcontractor any costs, losses or damages incurred or suffered by it as a result of the termination; and
- (c) the Subcontractor must immediately provide or return to JHCPBG JV, all Contract Material.

7.3 Termination for convenience: JHCPBG JV may terminate this Agreement for convenience by written notice to the Subcontractor at any time (including where the D&C Deed has been terminated) and (if applicable) thereafter either by itself or a third party complete the uncompleted part of the Work.

7.4 Compensation: In the event of termination under clause 7.3, JHCPBG JV will (unless the termination under clause 7.3 is because of a termination of the D&C Deed that has been caused or contributed to by the Subcontractor, in which case clause 7.2 will apply with respect to the termination under clause 7.3, as if such termination had occurred pursuant to clause 7.1) pay to the Subcontractor the value of Work provided by the Subcontractor to the date of termination, less any amounts previously paid by JHCPBG JV on account of the Subcontract Sum. The Subcontractor will not be entitled to any sum on account of loss of profits or anticipated overhead recovery and the amount to which the Subcontractor is entitled under this clause 7.4 will be full

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compensation for the termination. The Subcontractor may not make any claim against JHCPBG JV in respect of the termination other than for the amount payable under this clause 7.4.

8. DISPUTES

8.1 Notice of Dispute: If a dispute or difference (**Dispute**) arises in connection with this Agreement either party may deliver to the other a written notice of Dispute.

8.2 Negotiation: Upon service of a notice of Dispute, the parties (by way of their authorised representatives) must within seven (7) days, enter into negotiations in good faith with the intention of amicably resolving the Dispute.

8.3 Mediation: Failing amicable settlement by the authorised representatives within seven (7) days (or such longer period as may be agreed) of receipt of the notice under clause 8.2, the parties agree that the Dispute shall be submitted to mediation conducted in accordance with the Australian Commercial Disputes Centre (**ACDC**) mediation rules and procedures. Submission to mediation shall be by written notice by one party to the other. If the parties cannot agree on a mediator within seven (7) days of such notice then a party shall by written request to ACDC have a mediator appointed by ACDC. The Chairperson of the ACDC will select the mediator and determine the mediator's remuneration which shall be borne equally between the parties.

8.4 Arbitration: If the Dispute is not settled by mediation within a period of 30 days of referral to the mediator, then the dispute is hereby submitted to arbitration to be conducted by and before a single arbitrator:

- (a) agreed by the parties; or
- (b) failing agreement within a further fourteen (14) days of referral under this clause, an arbitrator who must (unless the parties agree otherwise) be a qualified engineer and an independent industry expert appointed by the President for the time being of the Resolution Institute in the State,

and:

- (c) the parties agree to request the arbitrator to make a determination within three (3) months (unless otherwise agreed) after the Dispute was referred to arbitration; and
- (d) in any arbitration each party will (subject to any arbitral award) bear its own costs and both parties shall be entitled to be legally represented.

9. GENERAL PROVISIONS

9.1 Relationship: The agreement of the parties is intended to be exclusive in respect of the Work. The Subcontractor provides the Work as an independent contractor and nothing in this Agreement shall be construed so as to characterise the Subcontractor as an employee, agent or representative of JHCPBG JV or constitute a partnership or other fiduciary relationship between the parties.

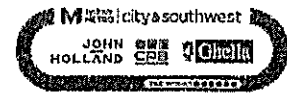
9.2 Waiver: JHCPBG JV may only waive any of its rights under this Agreement by expressly doing so in writing.

9.3 Notices:

- (a) Any notice to be given or served under or arising out of a provision of this Agreement must be in writing and must be:
 - (i) delivered by hand;

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- (ii) sent by prepaid post; or
- (iii) (if JHCPBG JV notifies the Subcontractor in writing that an electronic project communication system has been established by JHCPBG JV for the Project and that notices may be given or served under that system) sent via the electronic project communication system established by JHCPBG JV for the Project and notified by JHCPBG JV to the Subcontractor (and in accordance with the relevant protocols notified to the Subcontractor by JHCPBG JV from time to time with respect to use of that electronic project communication system),

in each case to the relevant address or project system address stated in the Contract Particulars or last notified in writing to the party giving the notice.

- (b) A notice given or sent in accordance with clause 9.3(a) will be deemed to have been given and received:

- (i) in the case of delivery by hand, on delivery, provided that where delivery is made after 4:00pm on a Business Day at the place of delivery, or is made on a day which is not a Business Day at the place of delivery, then the notice will be deemed to have been given and received at 9:00am on the next Business Day in the place of delivery);
- (ii) in the case of prepaid post that is sent and received in the same country as the Construction Site is located, on the 3rd day after the date of posting;
- (iii) in the case of prepaid post that is sent or received in a country other than the country in which the Construction Site is located, on the 5th day after the date of posting;
- (iv) in the case of sending via the electronic project communication system referred to in clause 9.3(a)(iii) (if any), upon the notice being uploaded onto the electronic project communication system (in accordance with the relevant protocols notified to the Subcontractor by JHCPBG JV from time to time with respect to use of that electronic project communication system), provided that where the notice is uploaded after 4:00pm on a Business Day at the address of the recipient or where it is uploaded on a day which is not a Business Day at the address of the recipient, then the notice will be deemed to have been given and received at 9:00am on the next Business Day at the address of the recipient (and, for the purposes of this clause 9.3(b)(iv), the address of the recipient will be the physical address referred to in the Contract Particulars, as may be amended under this clause 9.3)

- (c) Each party must promptly notify the other of any change in address for the purposes of this clause 9.3.

9.4 Assignment: The Subcontractor must not assign any of its rights under this Agreement without the prior written consent of JHCPBG JV.

9.5 Entire agreement: This Agreement contains the entire agreement between the parties and supersedes any prior understandings, correspondence and agreements, oral or in writing, between them.

9.6 Law: This Agreement is governed by the laws in force in the State.

9.7 Amendments: This Agreement may only be varied by an agreement signed by or on behalf of both JHCPBG JV and the Subcontractor.

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- 9.8 **Counterparts:** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, and each counterpart constitutes the deed of each party who has executed and delivered that counterpart.
- 9.9 **Severability:** If any provision in this Agreement is held unenforceable or invalid for any reason, the other provisions of this Agreement will not be affected by such unenforceability or invalidity and will remain in full force and effect.
- 9.10 **Subcontracting:**
- (a) The Subcontractor:
 - (i) may only subcontract a part of the Work with the prior written consent of JHCPBG JV (and must not subcontract the whole of the Work under this Agreement);
 - (ii) will be fully responsible for the Work notwithstanding the Subcontractor has subcontracted the performance of any part of the Work; and
 - (iii) will be vicariously liable to JHCPBG JV for all acts, omissions and defaults of its Sub-subcontractors relating to or in any way connected with the Work.
 - (b) JHCPBG JV's consent (as referred to in clause 9.10(a)(i)):
 - (i) may be given or withheld at the sole discretion of JHCPBG JV;
 - (ii) may not be given where:
 - (A) the result would be pyramid subcontracting; or
 - (B) at law, the Sub-subcontractor may be regarded as an employee of the Subcontractor;
 - (iii) may be conditional, including conditional upon the relevant subcontract containing:
 - (A) a provision that the Sub-subcontractor must not assign, novate or subcontract without the consent in writing of the Subcontractor; and
 - (B) provisions which may reasonably be necessary to enable the Sub-subcontractor to fulfil the Subcontractor's obligations under this Agreement; and
 - (C) a provision requiring the Sub-subcontractor to effect and maintain appropriate insurances; and
 - (iv) will be conditional upon the Subcontracting having provided, in relation to the proposed Sub-subcontractor, a Building Code Declaration of Compliance and having been issued with a compliant Building Code Assessment Report.
 - (c) If JHCPBG JV so requires, not less than 10 Business Days before the time that the Subcontractor proposes to engage a Sub-subcontractor, the Subcontractor must agree to an independent audit being done by an auditor appointed by JHCPBG JV of the proposed Sub-subcontractor's business records to verify that the proposed Sub-subcontractor is paying its employees and its subcontractors in accordance with their entitlements and otherwise conducting its business in a proper manner, including full compliance with accepted business practices, applicable codes of conduct and generally accepted business ethics.

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- (d) The cost of an audit carried out under clause 9.10(c) or clause 9.10(e) will be borne by JHCPBG JV unless the audit shows that the proposed Sub-subcontractor is not conducting its business in a proper manner, in which case the cost of the audit will be borne by the Subcontractor.
- (e) Without limiting clause 9.10(c), JHCPBG JV may, at any time during the term of a subcontract between the Subcontractor and a Sub-subcontractor, require that an audit be carried out with respect to the Sub-subcontractor, as referred to in clause 9.10(c).
- (f) Sub-subcontractors not approved in writing by JHCPBG JV must not enter upon the Construction Site and the Subcontractor is not entitled to make any claim for payment with respect to Work that has been performed by a Sub-subcontractor that has not been approved in writing by JHCPBG JV.
- (g) The Subcontractor must not terminate a subcontract with a Sub-subcontractor without the prior written consent of JHCPBG JV.
- (h) If so required by JHCPBG JV, the Subcontractor must promptly provide to JHCPBG JV a copy of any proposed or executed subcontract with a Sub-subcontractor (including all specifications, drawings and other documents and information relating to that subcontract, other than prices).
- (i) If the Subcontractor enters into a Sub-subcontract that JHCPBG JV suspects is not in accordance with the sham contracting arrangement provisions under the *Fair Work Act 2009* and, within 5 Business Days of receiving a notice to that effect from JHCPBG JV, the Subcontractor fails to:
 - (i) satisfy JHCPBG JV that the sham contracting arrangement provisions are being complied with;
 - (ii) rectify the situation; or
 - (iii) satisfy JHCPBG JV as to how and when the situation will be rectified,the Subcontractor must, if required by JHCPBG JV in writing to do so, terminate the relevant subcontract.

10. OTHER PROVISIONS

10.1 Chain of responsibility provisions

The Subcontractor must, to the extent applicable or relevant to the Work, comply with the Chain of Responsibility Provisions.

10.2 Mandatory requirement with respect to Subcontracts

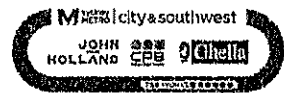
The Subcontractor must (unless otherwise approved in writing by JHCPBG JV) ensure that each Sub-subcontract includes provisions expressly requiring the Sub-subcontractor to comply with:

- (a) the requirements of clauses 10.3 and 10.4; and
- (b) the Chain of Responsibility Provisions,

and includes a clause to the same effect as this clause 10.2 which is binding on the Sub-subcontractor, and the Subcontractor must provide evidence of this to JHCPBG JV when requested by JHCPBG JV.

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10.3 Australian Jobs Act

The Subcontractor must:

- (a) take reasonable steps to ensure that Australian companies have full, fair and reasonable opportunities to bid for the supply of key goods and services that the Subcontractor requires in order to perform the Work; and
- (b) cooperate with JHCPBG JV in relation to:
 - (i) compliance with the requirements of the *Australian Jobs Act 2013* (Cth); and
 - (ii) the implementation of the Sydney Metro Australian Industry Participation Plan.

10.4 Workforce development and industry participation

(a) The Subcontractor must:

- (i) comply with the requirements of Appendix E.3 of the SWTC; and
- (ii) achieve the "Workforce Development and Industry Participation Outputs" required by section 2.3 of Appendix E.3 of the SWTC.

(b) Without limiting 10.4(a), the Subcontractor must:

- (i) at all times comply with the requirements of the current versions of the Aboriginal Participation Plan and the Workforce Development & Industry Participation Plan;
- (ii) cooperate with JHCPBG JV and provide any assistance or documentation that JHCPBG JV may reasonably require in relation to the implementation of its workforce development and industry participation initiatives for Sydney Metro City & Southwest;
- (iii) to the extent required by JHCPBG JV, attend and participate in working groups and forums established by the Principal in relation to its workforce development and industry participation initiatives for Sydney Metro City & Southwest;
- (iv) maintain records evidencing the Subcontractor's compliance with the requirements of Appendix E.3 of the SWTC; and
- (v) make available all records maintained in accordance with clause 10.4(b)(iv) to JHCPBG JV or its nominees.

10.5 Safety

(a) The Subcontractor must carry out the Work:

- (i) safely and in a manner that does not put the health or safety of persons at risk; and
- (ii) in a manner that protects property.

(b) If JHCPBG JV considers there is a risk to the health or safety of people or damage to property arising from the performance of the Work:

- (i) JHCPBG JV may direct the Subcontractor to change its manner of working or to cease working; and

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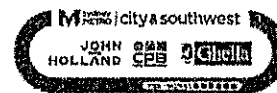


- (ii) the Subcontractor must, at its cost, comply with any direction by JHCPBG JV under clause 10.5(b)(i).
- (c) The Subcontractor must:
 - (i) ensure that in carrying out the Work under this Agreement:
 - (A) it complies with all laws (including, to the extent relevant or applicable, the WHS Legislation, Rail Safety National Law, Rail Safety Regulations and the Heavy Vehicle National Law), WHS Codes of Practice, Australian standards and other requirements of this Agreement for work health, safety and rehabilitation management;
 - (B) all Sub-subcontractors comply with their respective obligations under all laws (including, to the extent relevant or applicable, the WHS Legislation, Rail Safety National Law, Rail Safety Regulations and the Heavy Vehicle National Law), WHS Codes of Practice and Australian standards for work health, safety and rehabilitation management; and
 - (C) it complies with its obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter;
 - (ii) have a Corporate WHS Management System which complies with the law and is otherwise in accordance with the Office of the Federal Safety Commissioner's Audit Criteria Guidelines and the WHS Management Systems and Auditing Guidelines;
 - (iii) notify JHCPBG JV in accordance with the Sydney Metro Principal Contractor Health and Safety Standard of all work health and safety Incidents and notify JHCPBG JV within 12 hours of any other work health and safety matter arising out of, or in any way in connection with, the carrying out of the Work;
 - (iv) institute systems to obtain regular written assurances from all Sub-subcontractors about their ongoing compliance with WHS Legislation;
 - (v) provide JHCPBG JV with the written assurances referred to in clause 10.5(c)(iv), together with written assurances from the Subcontractor about the Subcontractor's ongoing compliance with the WHS Legislation;
 - (vi) provide JHCPBG JV with a written report of all work health, safety and rehabilitation matters (including matters concerning or arising out of, or in any way in connection with this clause 10.5) or any other relevant matters as JHCPBG JV may require from time to time, including a summary of the Subcontractor's compliance with the WHS Legislation;
 - (vii) consult, cooperate and coordinate with all JHCPBG JV (and such other parties that JHCPBG JV nominates) to ensure that all parties are able to comply with their respective obligations under the WHS Legislation;
 - (viii) ensure that it does not do anything or fail to do anything that would cause JHCPBG JV to be in breach of the WHS Legislation, Rail Safety National Law, Rail Safety Regulations, Heavy Vehicle National Law or other law concerning work health and safety; and
 - (ix) ensure that each Sub-subcontract includes provisions equivalent to clauses 10.5(a) to 10.5(f) (inclusive).

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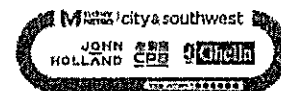
- (d) The Subcontractor must provide strong safety leadership and continuously promote safety as a core value.
- (e) The Subcontractor must comply with the Sydney Metro Principal Contractor Health and Safety Standard, to the extent relevant or applicable to the Work.
- (f) The Subcontractor must:
 - (i) ensure that if any law, including in the State or Territory in which the Project Works are situated or the Work is carried out (as the case may be) requires that:
 - (A) a person:
 - (1) be authorised or licensed (in accordance with the WHS Legislation) to carry out any work at that workplace, that person is so authorised or licensed and complies with any conditions of such authorisation or licence; and/or
 - (2) has prescribed qualifications or experience or, if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised; or
 - (B) a workplace, plant or substance (or design) or work (or class of work) be authorised or licensed, that workplace, plant or substance, or work is so authorised or licensed;
 - (ii) not direct or allow a person to carry out work or use plant or substance at a workplace unless the requirements of clause 10.5(f)(i) are met (including any requirement to be authorised, licensed, qualified or supervised); and
 - (iii) if requested by JHCPBG JV or required by the WHS Legislation, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience or any other information relevant to work health and safety (as the case may be) to the satisfaction of JHCPBG JV before the Subcontractor or a Sub-subcontractor (as the case may be) commences such work.
- (g) To the extent not prohibited by law, the Subcontractor must indemnify JHCPBG JV from and against any claims against JHCPBG JV, or loss or damage suffered or incurred by JHCPBG JV, arising out of or in any way in connection with any failure of the Subcontractor to comply with the WHS Legislation, Rail Safety National Law, Rail Safety Regulations, Heavy Vehicle National Law or other law concerning work health and safety or this clause 10.5.

10.6 Rail safety

- (a) The Subcontractor must comply with the Rail Safety National Law and Rail Safety Regulations to the extent relevant or applicable to the Work.
- (b) The Subcontractor must ensure that it does not do anything or fail to do anything that would cause JHCPBG JV to be in breach of the Rail Safety National Law or the Rail Safety Regulations.
- (c) The Subcontractor must:

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- (i) carry out the Work so as not to put the Principal in breach of its obligations as a Rail Infrastructure Manager under the Rail Safety National Law and Rail Safety Regulations;
 - (ii) comply with all reasonable requirements of JHCPBG JV in relation to compliance with the Principal's Accreditation; and
 - (iii) not do anything (or fail to do anything) which jeopardises the Principal's Accreditation.
 - (d) The Subcontractor must ensure that its Sub-subcontractors (and the Subcontractor's and the Sub-subcontractors' respective Associates) engaged in or in connection with the Work comply with the same obligations as are imposed upon the Subcontractor under clauses 10.6(a) and 10.6(b) as if they had been imposed upon such person.
 - (e) The Subcontractor must provide JHCPBG JV with copies of all notices, reports and other correspondence given or received by the Subcontractor or its Sub-subcontractors (or the Subcontractor's and the Sub-subcontractors' respective Associates) under or in connection with the Rail Safety National Law and the Rail Safety Regulations:
 - (i) relating to the Work or the Deliverables; or
 - (ii) which may adversely affect the ability of the Subcontractor or its Sub-subcontractors (or its or their respective Associates) to perform the Subcontractor's Work,
- promptly after such notices are given or received (but in any event no later than 3 Business Days after they are given or received by the Subcontractor or the relevant person).
- (f) The Subcontractor must ensure that all persons engaged by the Subcontractor (or by any Sub-subcontractor of the Subcontractor) in or in connection with the Work:
 - (i) are competent to carry out the work for which they are engaged for the purposes of section 52 of the Rail Safety National Law (to the extent relevant or applicable to the Work); and
 - (ii) comply with their obligations under the Rail Safety National Law (including under section 56 of the Rail Safety National Law) (to the extent relevant or applicable to the Work).
 - (g) The Subcontractor must and must ensure that its Sub-subcontractors (and its and their respective Associates):
 - (i) promptly give all Investigative Authorities such access to premises and information as any Investigative Authority lawfully requests, within the time requested;
 - (ii) cooperate with and respond to any lawful requests made by any Investigative Authority, within the time requested; and
 - (iii) not hinder or delay any Investigative Authority in carrying out its duties.

10.7 Access to be provided by the Subcontractor

- (a) The Subcontractor must ensure that at all times JHCPBG JV and any person authorised or nominated by JHCPBG JV have safe, convenient and unimpeded access to:
 - (i) any place where any part of the Work is being carried out;

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- (ii) the Work;
 - (iii) the Contract Material; and
 - (iv) any other documentation created for the purposes of the Work.
- (b) The Subcontractor must provide JHCPBG JV (and any person authorised or nominated by JHCPBG JV) with every reasonable facility necessary for the inspection of the Work.

10.8 Title

Title in the Deliverables will pass progressively to JHCPBG JV on the earlier of:

- (a) payment for the relevant Deliverables; and
- (b) delivery of the relevant Deliverables to the Construction Site.

10.9 Exclusion of proportionate liability scheme

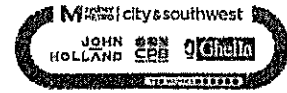
- (a) To the extent permitted by law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under this Agreement whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting the above, the rights, obligations and liabilities of JHCPBG JV and the Subcontractor under this Agreement with respect to proportionate liability are as specified in this Agreement and not otherwise, whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.
- (c) To the extent permitted by law:
 - (i) the Subcontractor must not seek to apply the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to any claim by JHCPBG JV against the Subcontractor (whether in contract, tort or otherwise); and
 - (ii) if any of the provisions of Part 4 of the *Civil Liability Act 2002* (NSW) are applied to any claim by JHCPBG JV against the Subcontractor (whether in contract, tort or otherwise), the Subcontractor will indemnify JHCPBG JV against any loss or damage which JHCPBG JV is not able to recover from the Subcontractor because of the operation of Part 4 of the *Civil Liability Act 2002* (NSW).
- (d) The Subcontractor must require each Sub-subcontractor to include, in any further contract that it enters into with a third party for the carrying out of any part of the Work, a term that (to the extent permitted by law) excludes the application of Part 4 of the *Civil Liability Act 2002* (NSW) in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with each further agreement whether such rights, obligations or liabilities are sought to be enforced by a claim in contract, tort or otherwise.
- (e) The Subcontractor must ensure that all policies of insurance covering third party liability which it is required by this Agreement to effect or maintain:
 - (i) cover the Subcontractor for potential liability to JHCPBG JV assumed by reason of the exclusion of Part 4 the *Civil Liability Act 2002* (NSW); and
 - (ii) do not exclude any potential liability the Subcontractor may have to JHCPBG JV under or by reason of this Agreement.

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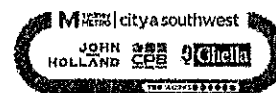


10.10 D&C Deed acknowledgment

The Subcontractor acknowledges and agrees that it has been made aware that a copy of the executed D&C Deed (with certain commercial-in-confidence provisions redacted) and other associated documents can be obtained from the following website address: <https://www.transport.nsw.gov.au/projects/current-projects/contracts-awarded>.

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Part B – CONTRACT PARTICULARS

Commencement Date: (Clause 1.1)	Date of this Agreement		
Date for Completion: (Clause 1.1)	31 st September 2019		
Defects Liability Period (Clause 1.1)	The period expiring 12 months after the Date of Completion		
Key Personnel: (Clause 1.1)	Daniel Barnes		
Reference Date (Clause 1.1)	25th day of each calendar month (or, if that day is not a Business Day, the immediately preceding Business Day).		
Stage: (Clause 1.1)	There are no Stages		
State (Clause 1.1)	The State of New South Wales.		
Subcontract Sum (Clause 1.1)	The Subcontract Sum is comprised of: (a) a lump sum component of \$479,220; and (b) a schedule of rates component as per the Fee Schedule, making a total Subcontract Sum of \$479,220; Refer to the Fee Schedule for further detail in relation to the composition of the Subcontract Sum.		
Subcontractor's Representative (Clause 1.1)	Daniel Barnes		
Liquidated damages (Clause 2.7A)	\$500 per day, capped at 10% of the contract value 		
Quality assurance system (Clause 2.9)	As per JHCPBG JV's requirements under this Agreement, including the requirements of the QA section of the Subcontractor Pack (including all referenced management plans, appendixes and annexures) (refer to document SMCSTSE-JCG-TPW-CR-RPT-095001).		
Responsibility for setting out Work (Clause 2.12(b))	It is not the responsibility of the Subcontractor to set out the Work and to determine the position, levels, size and alignment of all parts of the Work.		
Insurance: (Clause 3.1)	Insurer	Policy No. / Expiry Date	Sum Insured

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Public liability insurance	Certain Underwriters at Lloyd's of London	B0391TC1709611 & BC0391TC1709622/ 31 st March 2020	\$50,000,000.00
Workers compensation insurance	Icare workers compensation	106084201 30 th June 2019	As required by law
Rates and prices for determining the cost of Variations (Clause 5.3(b)(ii))	Refer to the schedule of rates in the Fee Schedule.		
Expenses and disbursements (Clauses 6.1 and 6.4)	Deemed to be included in the lump sum or schedule of rates (as applicable) part of the Subcontract Sum, and therefore not separately claimable or payable.		
Email address for submission of payment claims (Clause 6.4(c))	nsw.sm2.paymentclaims@sydneymetro2.com.au		
Payment schedules (Clause 6.5)	Payment Schedule to be given within 10 Business Days after receiving a payment claim.		
Time for payment (Clause 6.6)	30 Business Days.		
Form and amount of security (Clause 6.9(a))	The Subcontractor must provide security in the amount of 5% of the Subcontract Sum, in the form of Approved Security (bank guarantee).		
Release (Clause 6.9(f)(i))	Within 30 calendar days after the Subcontractor achieves Completion of the whole of the Work.		
Security of Payment Act – person or organization, and type of security (Clause 6.12)	(a) The person or organisation to nominate the person to carry out the adjudication is the President for the time being of the Resolution Institute (NSW Chapter). (b) The type of security to be given by a respondent is an unconditional undertaking from an Australian bank.		
Notices (Clause 9.3)	<u>Notices to JHCPBG JV</u> Attention: Terry Sleiman, Project Director Address: Level 3, 140 Sussex Street, Sydney NSW 2000 <u>Notices to the Subcontractor</u> Attention: Matthew Hicks Address: Edward Park Unit 1, 274 Captain Cook Drive, Kurnell NSW 2231		

Part C – SPECIAL CONDITIONS

1. Delay Costs

JHCPBG JV's right to liquidated damages under clause 2.7 shall be JHCPBG JV's sole and exclusive remedy in respect of delay costs incurred as a result of Subcontractor failing to achieve completion of the Work (or Stage, as applicable) by the relevant date for completion.

2. LATENT CONDITIONS

(a) In this clause 2:

(i) **Latent Conditions** are Site Conditions which differ materially from the Site Conditions which should reasonably have been anticipated by a competent contractor at the time of the Subcontractor's tender with respect to this Agreement if the Subcontractor had inspected:

- (A) all written information made available by or on behalf of JHCPBG JV to the Subcontractor for the purpose of tendering;
- (B) all information influencing or relevant to the risks, contingencies and other circumstances having an effect on the Work and obtainable by the making of reasonable enquiries; and
- (C) the Construction Site and its near surrounds; and

(ii) **Site Conditions** means any physical conditions and characteristics of, upon, above, below or over the surface, or in the vicinity of, the Construction Site or its surroundings including:

- (A) artefacts and any other natural and artificial conditions;
- (B) physical and structural conditions, including old footings, underground structures, buildings, improvements, partially completed structures and in-ground works;
- (C) all improvements, including any artificial things, foundations, retaining walls and other structures installed by or on behalf of the Principal or others;
- (D) surface water, ground water, ground water hydrology and the effects of any dewatering;
- (E) any contamination, hazardous chemical or other spoil or waste;
- (F) topography of the Construction Site and its surrounds, ground surface conditions and geology, including rock and sub-surface conditions or other materials encountered at the Construction Site or its surrounds;
- (G) geological, geotechnical and subsurface conditions or characteristics;
- (H) any underground strata;
- (I) all utility services, systems and facilities, above or below ground level and all facilities with which such utility services and systems are connected; and

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- (J) the environment, water and weather or climatic conditions, or the effects of the environment, water and weather or climatic conditions, including rain, surface water runoff and drainage, floods, water seepage, wind blown dust and sand, seasons and physical conditions that are a consequence of weather or climatic conditions.
- (b) Clause 2.12(a) is subject to (and does not prejudice any entitlement that the Subcontractor may have under) this clause 2.
- (c) The Subcontractor, upon becoming aware of a Latent Condition while carrying out the Work, must immediately, and (to the extent practicably possible) before the Latent Condition is disturbed, give JHCPBG JV written notice of the general nature of the Latent Condition.
- (d) Within 3 Business Days after providing a notice under clause 2(c) of this Part C, the Subcontractor must give JHCPBG JV a written statement of:
 - (i) the Latent Condition encountered and the respects in which it differs materially;
 - (ii) the additional work, resources, time and cost which the Subcontractor estimates to be necessary to deal with the Latent Condition; and
 - (iii) such other details as are reasonably required by JHCPBG JV.
- (e) The effect of a Latent Condition will be a deemed Variation, priced pursuant to clauses 5.3 and 5.6 (as applicable) and having no regard to additional cost incurred before the date on which the Subcontractor gave the notice required by clause 2(c) of this Part C.

3. Release of Security

JHCPBG JV to release the balance of the security held under clause 6.9 when the Subcontractors Defects Liability Period has expired (clause 6.9(f)(ii) does not apply).

Part D – SCOPE OF WORK

1. GENERAL SCOPE

1.1 Human Factors

All Work, including design works, must systematically consider human factors principles and risks during all risks identification, risk assessment and risk treatment activities. All plant and equipment design should take proper account of the needs, expectations, capabilities and limitations of people such that human error and violation risks are minimised through equipment design and the clarity of instruction documentation.

2. DETAILED SCOPE OF WORKS

2.1 The Scope of Works requires the Subcontractor to provide all materials, labour, plant, equipment, tools, supervision, overheads, administration, insurances, taxes, wages, accommodation, transport, travel, allowances, site allowances, consumables, testing services and any other incidental cost whatsoever necessary to carry out the Work, in accordance with all drawings, specifications and contract documentation.

2.2 The Work shall include, but not limited to the following:

a) General Scope

- (1) The Subcontractor is responsible for the provision of all project management, labour, site supervision, equipment and materials (except as listed below) necessary for the completion of Works defined by this Contract.
- (2) Works shall be carried out in accordance with the requirements detailed in JHCPBG Drawings, Specifications, General Notes and Construction Program, relevant Australian Standards, Authorities and General Legislative requirements;
- (3) The Subcontractor is deemed to have inspected the site, reviewed all tender documentation and made allowance for any works or details not explicitly stated on the drawings or documentation that are necessary for the successful completion of the Works;
- (4) Compliance with the JHCPBG's Program including allowance for all out of sequenced work, out of hours work and overtime to meet the JHCPBG's Program dates.
- (5) Preparation and submittal of a program per anchor row defining procurement, delivery of items and resources. Anticipated access and project completion dates detailed further are indicative and is the requirement of the contractor to provide achievable programs within the nominated constraints.
- (6) The Scope of Works requires the Subcontractor to provide all materials, labour, plant, equipment, tools, supervision, overheads, administration, insurances, taxes, wages, accommodation, transport, travel, allowances, site allowances, consumables, testing services and any other incidental cost whatsoever necessary to carry out the Work, in accordance with all drawings, specifications and contract documentation.
- (7) For the avoidance of doubt, minor items not expressly mentioned in the scope of works but which are necessary for the satisfactory completion and performance of the works and the work under the contract shall be supplied, performed and executed by the Subcontractor and are included in the Contract Sum;
- (8) The Subcontractor acknowledges that the design is issued as AFC as of the date of tender. JHCPBG reserves the right to undertake changes to the existing scope to suit future construction requirements;
- (9) The Subcontractor acknowledges that at the date of tender the works, due to the nature of the site, works are expected to be performed in stages and that no guarantee is made to allow for all works to be done continuously. No claim can be made due to delays caused by unexpected services,

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obstructions, heritage finds, or otherwise during works prior to the scope of the Subcontractor provided JHCPBG give the Subcontractor adequate notice of 24 hours or more, no claim can be made due to delays caused by unexpected services, obstructions, heritage finds, or otherwise during works prior to the scope of the Subcontractor.

- (10) Notwithstanding the above, if the Subcontractor hits an unexpected obstruction, it is expected that they will continue on with any available work fronts without delay to JHCPBG. JHCPBG will investigate the obstruction and allow the Subcontractor to return at a later date upon finding a resolution;
- (11) Allowance for working concurrently with & alongside other Contractors. The Subcontractor accepts that it will not have guaranteed exclusive access to the work area;
- (12) The Subcontractor must work within the standard project hours as below
 - (a) Monday to Friday – 7am to 6pm
 - (b) Saturday – 9am to 1pm
- (13) The Subcontractor must work within the project requirements for high impact noise (jack hammering, rock breaking or hammering, pile driving, vibratory rolling, cutting of pavement, concrete or steel or other work occurring on the surface that generates noise with impulsive, intermittent, tonal or low frequency characteristics) and standard project hours. The Subcontractor is responsible for planning their program and daily work activities around these restrictions. Respite times from high impact noisy works (hammering, cutting concrete, etc.) at Pitt St South are;
 - (a) Monday to Friday
 - (i) 7:00am – 9:00am
 - (ii) 11:00am – 12:00pm
 - (iii) 2:00pm – 3:00pm
 - (iv) 5:30pm – 6:00pm
 - (b) Saturday
 - (i) 11:00am – 12:00pm
- (14) Works included in this scope that the Subcontractor requires extended working hours for activities that are considered non-high impact noise must be communicated to JHCPBG six (6) weeks in advance.
- (15) Works included in this scope that the Subcontractor requires extended working hours including activities that are considered high impact noise must be communicated as part of the tender submission.
- (16) The Subcontractor is responsible for ensuring that all vehicles associated with their works comply with the requirements of the Construction Traffic Management Plan. Vehicles associated with the works of the Subcontractor found not to be in compliance may result in any financial penalties borne by JHCPBG to be passed on to the Subcontractor at the reasonable discretion of JHCPBG.
- (17) The Subcontractor may be required to provide multiple crews within individual sites in order to meet the construction program;
- (18) Check all deliveries against schedule and manage anchor components, consumables and equipment onsite after delivery.
- (19) The Subcontractor is required to discuss 4 week look ahead program during Site weekly meetings & highlight any concerns or requirements to suit the target program;
- (20) The Subcontractor is responsible for maintaining their work area in line with project housekeeping standards. Extended storage of rubbish or loose items on the construction site is not permitted;
- (21) The cost of removing excess Subcontractor supplied materials, associated with the works that are delivered but not used, from the site shall be borne by the Subcontractor, the Subcontractor is responsible for progressively disposing of waste generated from its works into bins that are provided by JHCPBG;
- (22) The Subcontractor is responsible for all on site chemical storage of their own chemicals in accordance with JHCPBG JV environmental requirements and for the upkeep of all bunding installed by JHCPBG JV for the purpose of isolating grout and waste water generated during the works;

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- (23) The Subcontractor must ensure that any vehicles associated with their works are thoroughly cleaned prior to leaving site to ensure no mud tracking onto roads;
- (24) Supply and install all temporary barricades as required. Provide any protection as required to exposed finished anchors;
- (25) "It is the Subcontractor's responsibility to ensure they are working from the latest design drawings and specifications at all times. These will be provided on site by JHCPBG. Should the Subcontractor not comply with this obligation, the Subcontractor shall be fully liable for all costs and consequences of any rework and rectification;
- (26) The Subcontractor must provide at least 4 weeks prior notice of their requirement for any out of hours delivery of material, plant and/or equipment;
- (27) The Subcontractor shall provide engineering assessments including but not limited to items such as certified lifting points on plant and equipment, lift assessments, materials lifting points/methodology, etc;
- (28) The Subcontractor will train and document the training of all its personnel involved with any lifting activities to be performed by the Subcontractor including telehandler operators (C2 or greater for slewing, CN for non-slewing) in the correct process and safe practises associated with this task;
- (29) Any defects due to the Subcontractor's negligence shall be rectified to JHCPBG's satisfaction at the Subcontractor's cost, including any cost associated with re-design or re-work of the adjoining structures;
- (30) JHCPBG JV to provide safe access to the Subcontractors work area. The Subcontractor shall maintain safe access throughout their work area for the duration of their activity;
- (31) The Subcontractor shall ensure that all plant and equipment is suitable and safely maintained for the task being performed and compliant to JHCPBG policies and procedures;
- (32) The Subcontractor must read, review, understand and sign on to the JHCPBG JV Ground Disturbance Permit (GDP) prior to commencing works and take all necessary precautions to avoid damage to known services. The cost of repairs to known services caused by fault of the Subcontractor shall be borne by the Subcontractor; JHCPBG JV to provide survey to the Subcontractor to aid in the drilling alignment (Drill mast inclination), Subcontractor to give 24hours notification of survey requirement;
- (33) The Subcontractor has made full allowance for the storage and security of any equipment, plant materials and tools supplied by the Subcontractor. An area in the shaft shall be provided by JHCPBG for storage of materials. Details of the required lay down area must be submitted to JHCPBG 4 weeks prior to mobilisation and written approval given by JHCPBG due to limited space on site. Any damage to plant or equipment caused by vandalism or break ins will be borne by the Subcontractor;
- (34) The Subcontractor, where reasonable practicable, shall ensure suitable safe clear and unencumbered access is always available past their works plant, equipment, material stockpile areas to allow uninterrupted access to other work fronts;
- (35) The Subcontractor shall ensure that all electrical equipment is safely maintained, tested and tagged by a qualified inspector prior to being used on site. Ongoing testing and tagging is the responsibility of the Subcontractor;
- (36) The Subcontractor shall ensure that all lifting equipment is safely maintained, tested and tagged by a qualified inspector prior to being used on site. Ongoing testing and tagging is the responsibility of the Subcontractor. Tagged, tested and colour coded every 3 months;
- (37) All staff operating any plant and equipment is to be fully certified with the relevant authorities. Personnel prior to operating must present their qualifications prior to the commencement of works as required. Verification of competency will be required - all costs associated with VOC's are to be borne by the Subcontractor;
- (38) The Subcontractor shall provide all safety equipment pertinent to their works (i.e.: MSDS's, PPE, flash curtains, fire extinguishers, gas bottle trolleys, test and tagged lifting gear etc);
- (39) The Subcontractor shall ensure, and provide evidence, that all its personnel employed are adequately trained, appropriately certified and competently supervised at all times;
- (40) The Subcontractor to provide all required Quality Assurance documentation to JHCPBG including material, drilling, installation, testing records and checklists / inspection test plan and all other

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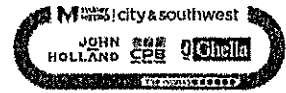
associated quality documentation to for the Construction Works. Checklists must be submitted progressively and within 72 hours from the completion of works;

- (41) Submission to the JHCPBG designated representative of site records within 24hrs;
- (42) Not Used;
- (43) All Site vehicles must be fitted with reverse cameras, low tonal beepers "quackers", UHF radio, rotating orange flashing beacon, fire extinguishers and first aid kits;
- (44) Rates include attendance of daily Project prestart, toolbox, travel to/and from facilities and site meetings of Subcontractor personnel;
- (45) Rates include provision of safe access to and from working platforms;
- (46) Rates include removal of all temporary works installed by the Subcontractor from site;
- (47) JHCPBG JV to provide safe access to and from work areas;
- (48) Rates include supply of SWMS to JHCPBG requirements for each element of work;
- (49) Rates include allowance for release of all Hold Point and Witness Points as required by JHCPBG quality assurance documents;
- (50) The Subcontractor must attend site meetings as required for co-ordination purposes (expected as a minimum formally on a weekly basis);
- (51) The Subcontractor must co-ordinate the works to meet JHCPBG project programme requirements and any required staging of the works;
- (52) The Subcontractor must allow for the safe handling and storage of all hazardous materials in accordance with the relevant standards;
- (53) The Subcontractor acknowledges that available space to park any supervisor's ute or vehicles eligible for a non-conditional registration plate is not guaranteed. JHCPBG will make reasonable provision to provide such space when it is available but makes no guarantees of availability. JHCPBG will not be liable for any fees or time associated with finding parking external to site and any travel time in the event space is not available. No onsite parking will be available after the installation of the Steel Deck.
- (54) Make its own arrangements for private parking, JHCPBG will not be providing any workforce parking.
- (55) The Subcontractor is to communicate in advance all survey requirements to complete the Works, JHCPBG will provide survey to the extent nominated in the following:
 - (a) Agreed set-out offset points.
 - (b) Survey conformance check on demand with 48 hour notice (JHCPBG JV acting fair and reasonable for all requests).
 - (c) Detailed set-out by Subcontractor with fair and reasonable assistance from JHCPBG JV
- (56) Provision of all temporary works where required for works directly related to the scope (including design, supply and verification);
- (57) The Subcontract is to coordinate all deliveries to site with JHCPBG supervisors to allow for unloading on site, with all standby/demurrage the responsibility of the Subcontractor;
- (58) The Subcontractor is to arrange all necessary over-size over-mass (OSOM) delivery permits from relevant authorities and provide to JHCPBG 1 week prior to any OSOM deliveries.
- (59) Make provision for all materials handling (manual & mechanical) from the agreed point of delivery to final position (horizontal and vertical movement) at the work area with the exception of moving deliveries from the steel deck to the designated laydown area.
- (60) Make provision to supply suitable dunnage and protection for the safe storage of equipment to be integrated into the works e.g. protection of grout from weather, protection of anchor strands from dirt/water;
- (61) Make provision for works to be non-continuous. JHCPBG will make reasonable provision to allow storage of materials, equipment & plant on site during periods of no work. In the event it is of benefit to

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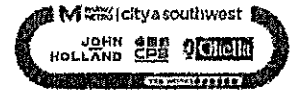
- the Subcontractor to temporarily demobilise to meet other work commitments JHCPBG will allow for access however all movements to demobilise and remobilise will be at the cost of the Subcontractor;
- (62) All equipment, when mobilised to site, requires a formal agreement between both parties (JHCPBG JV & Subcontractor) prior to any demobilisation from site. The Subcontractor accepts that any costs associated with delays to JHCPBG JV's construction program due to equipment removed from site being unable to return will be passed on to the Subcontractor;
 - (63) Make provision for mobile site power as necessary/required to undertake the works;
 - (64) Make provision for all lead stands, storage and other equipment required to maintain a tidy and safe work area;
 - (65) Collaborate and provide advice to JHCPBG JV for the design & layout of site specific working platforms, including required bearing pressures and plant dimensions with sufficient time as the works progress so as not to cause delay to the works and to allow JHCPBG JV to provide these requirements; The same also goes with coordinating the required space needed for each working area. The Subcontractor will not be liable for the correctness of any design or layout of the platforms.;
 - (66) The Subcontractor must provide a list of the proposed plant for each work site with all drilling equipment capable of undertaking the drilling works to the design depth +20%;
 - (67) The Subcontractor shall allow for all training, inductions (project and site), Sydney Metro Industry Curriculum (SMIC), SMOT, toolboxes, prestarts etc.
 - (68) The Subcontractor acknowledges that additional materials or other external costs incurred by the Subcontractor at the direction of JHCPBG JV will be charged at cost +20%. The Subcontractor will need to provide back up invoices.

b) Detailed Scope

- (1) The Ground Anchor works required at Pitt St South for the Ground Anchors Scope of Work are:
 - (a) Wall A – Installation of Sixteen (16) anchors prior to the completion of the Steel Deck
 - (b) Wall B – Installation of Nine (9) anchors prior to the completion of the Steel Deck
 - (c) Wall C – Installation of Thirteen (13) anchors after the completion of the Steel Deck
 - (d) Wall D – Installation of Twenty (20) anchors in Two (2) rows
 - (e) Wall F – Installation of Forty-Eight (48) anchors in Three (3) rows
- (2) The Subcontractor acknowledges that access to and from site has two distinct stages;
 - (a) Stage 1 – Access available to drive in and drive out of site using either the 300 Pitt Street or 302 Pitt Street driveways. Site will be limited to accepting daytime deliveries on trucks no larger than a flatbed. Prior to arranging a delivery, the Subcontractor must make their own assessment to ensure that the delivery vehicle can safely enter and exit the site in accordance with the CTMP i.e. No reversing. During this stage JHCPBG will provide equipment to unload work gear and transport to the designated laydown area at the work face.
 - (b) Stage 2 – Access to the site will be in via the 302 Pitt St driveway and out via the 300 Pitt St driveway along the steel platform. All plant and equipment will be unloaded by JHCPBG and lifted into the shaft by a max 50t crane. The Subcontractor must ensure that the drill rig chosen to perform anchors after the installation of the steel deck can be safely lifted in and out of the shaft. Once lifted into the shaft JHCPBG will provide equipment to move plant and equipment other than the drill rig to the designated laydown area at the work face.
- (3) The Ground Anchor works include but are not limited to;
 - (a) Mobilisation and demobilisation of all necessary plant, labour and materials to/from site to perform the works in a manner to suit the lift by lift staging of the Pitt St South shaft excavation;
 - (b) Preparation and supply/placement of materials to piles post cleaning & scabbling by JHCPBG JV;

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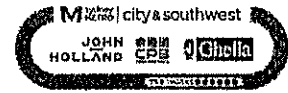
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- (c) JHCPBG JV to complete all coring of inclined holes through concrete piles to allow drilling of anchors, including surface preparation of the pile face to allow for the ground anchor bearing plate;
 - (d) Drilling of including anchors to nominated length or bond length as directed by the Geotechnical engineer;
 - (e) Supply and installation of all ground anchor materials to be incorporated into the works as per the requirements of the design drawings and specifications whether explicitly mentioned or not;
 - (f) Trial and testing of grout mixes for review and approval by JHCPBG as stipulated by the design drawings and specifications;
 - (g) Supply, testing and grouting of ground anchors with an approved grout mix;
 - (h) Detailed design and certification of the anchor heads including provision of detailed design drawings and schedules in collaboration with JHCPBG regarding the required clearance from the Minimum Clearance Opening lines stipulated in the design drawings;
 - (i) Supply and installation of anchor head plate including top up grout and corrosion inhibiting grease in accordance with the design drawings;
 - (j) Prestressing ground anchors to the required load including any testing requirements (destressing by others);
 - (k) Seal all ground anchor holes to prevent water seepage, where required at agreed schedule of rates;
 - (l) Separate mobilisation to site for the supply, installation, grouting and testing of proof anchors in accordance with the design and specifications;
 - (m) Separate mobilisation to site for the supply, installation, grouting and testing of grout to rock bond validation tests in accordance with the design and specifications;
 - (n) Proof testing, acceptance testing, and lift off testing of ground anchors in accordance with the design drawings;
 - (o) Provide a detailed work methodology for review by JHCPBG detailing the proposed methods to fully satisfy the site methodology, staging, access, program and requirements of the design;
 - (p) Provision of all materials, labour, equipment, testing requirement or other to complete any item not explicitly mentioned above to satisfy the requirements to close out the installation of ground anchors to be incorporated into the Pitt St South shaft
 - (q) The Subcontractor will review the Geotechnical Interpretive Report and familiarise themselves with the expected geology described in this report and the expected geology shown in the design drawings
- c) Works by Others
- (1) Survey benchmarks and set out. The Subcontractor is to provide 24hrs notice for any survey required. It is the Subcontractor's responsibility to protect all survey marks provided by JHCPBG. Control of the benchmark and set out points is exclusively the responsibility of the Subcontractor;
 - (2) All service investigation and preparation of permits for ground disturbance works, coring works, protection and/or diversion;
 - (3) Preparation of working platforms;
 - (4) Provision of designated lay down areas;
 - (5) Dewatering of site
 - (6) Review of all Safe Working Documentation;
 - (7) Traffic Control or Gatemen as required for the purpose of controlling deliveries (notice required to JHCPBG as per the traffic management timeline), management of Subcontractor's plant within site is the responsibility of the Subcontractor;

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- (8) Local water connections only will be available on site for the general supply of construction. Specific watercarts &/or mains connections will not be readily available;
- (9) Designated area to clean vehicles prior to leaving site

3. INSPECTION & TEST PLANS (ITP'S)

JHCPBG JV to provide

4. WORKS INCLUSIONS / EXCLUSIONS

Refer to **Schedule 5**

5. SAFETY AND GENERAL REQUIREMENTS

- 5.1 All Subcontractor personnel must have completed both the project and the site(s) specific inductions prior to commencing works on site, this to be done via the Induction process detailed in the Subcontractor Requirements Pack (section 1.7 of Safety appendix);
- 5.2 The Subcontractor shall prepare and submit a comprehensive Project Specific Safety Management Plan incorporating a Safe Work Method Statement (SMWS) for identified high-risk construction work, outlining their proposed work methodology and measures they plan to implement to ensure compliance with specifications, legislation, code of practice and relevant Australian Standards. In particular, the Subcontractor shall outline:
 - (a) A scheme for providing safe and effective access for vehicles and subsequent elements of work;
 - (b) Working safely near overhead power lines; and
 - (c) Appropriate ticket and qualification for type of work undertaken.
- 5.3 The Subcontractor must ensure that best industry practices are followed at all times;
- 5.4 Subcontractor access on or through private landholder(s) property is prohibited without a valid permit, issued by JHCPBG JV;
- 5.5 Minimum site personal protective equipment (PPE) to be worn are long sleeves shirt, long pants, hard hat, safety glasses and ankle high lace up safety boots;
- 5.6 All Subcontractor personnel must be present for daily site Pre-Start or Toolbox talks and comply with JHCPBG JV 'Fit for Work' requirements and described in the Subcontractor Requirements Pack;
- 5.7 The Subcontractor must prepare and submit, on a progressive basis, SWMS Risk Assessments for all work activities covered by this scope. Subcontractor shall ensure that all TRA's are approved by JHCPBG JV's Site Representative prior to commencement of the subject works;
- 5.8 The Subcontractor must maintain safe work practices and conditions for construction and inspection. Plant and equipment to be maintained/serviced and any defects to be repaired immediately;
- 5.9 The Subcontractor shall enable coordination of its scope of works in conjunction with other subcontractors working on the Site;
- 5.10 The Subcontractor shall clean its immediate work areas daily and remove and place debris and waste materials into any bins;

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5.11 The Subcontractor shall at all times ensure the Site is left in a safe condition.

6. OTHER WORKS ON SITE

6.1 The Subcontractor should be aware that during its execution of its scope of work, that JHCPBG JV will also have other subcontractors executing other works, including, but not necessarily limited to:

- (a) Site Earthworks;
- (b) Excavation and pipe installation;
- (c) Delivery of materials;
- (d) Piling works
- (e) All works associated with the strengthening of Mowbray Rd Bridge including but not limited to FRP works, anchor installation and water beam construction works
- (f) General construction works requiring joint usage of Site amenities, construction water, temporary construction power board facilities and any waste bins provided by JHCPBG JV.

7. CONSTRUCTION PROGRAMME

Refer to Programme in **Schedule 4**

8. DRAWINGS

The Subcontractor shall carry out and complete the Scope of Works in accordance with the following drawings, including any standards as referenced. Refer to Drawings in **Schedule 2**.

9. SPECIFICATIONS

The Subcontractor shall carry out and complete the Scope of Works in accordance with the following specifications. Refer to Specifications in **Schedule 3**.

PART D – SCHEDULES

- SCHEDULE 1 – SUBCONTRACT SUM
- SCHEDULE 2 – DRAWINGS
- SCHEDULE 3 – SPECIFICATIONS
- SCHEDULE 4 – CONSTRUCTION PROGRAMME
- SCHEDULE 5 – WORK INCLUSIONS / EXCLUSIONS
- SCHEDULE 6 – DOCUMENTATION DELIVERABLES



PART D: SCHEDULE 1 – FEE SCHEDULE

PREAMBLE

The Subcontractor is to submit payment claims/invoices within the month that the work occurs.

Payment terms and conditions are set out in clause 6.

Without prejudice to clause 6.2, the rates set out in this Schedule 1 of Part D include for the provision of all materials, labour, plant, equipment, tools, supervision, overheads (both on and off site), administration, taxes, wages, accommodation, transport, travel, allowances, site allowances, consumables, testing, services and any other incidental cost whatsoever necessary to perform the Work. When work is specified or described in this Agreement, other work that is obviously or indispensably necessary will be included even if not specifically mentioned.

1. LUMP SUM PRICE BREAKDOWN

Without prejudice to clause 6.2:

- (a) except for any quantities marked as "provisional" in Table 1.1 below, the Subcontractor has completed its own measure of the Work to ensure the completeness of its offer to complete all of the Work required by this Agreement and, as such, agrees that it will not be entitled to any additional payment or any extension of time with respect to any error in the quantities set out in Table 1.1 below; and
- (b) the Subcontractor has completed its own check of all items set out in Table 1.1 below to ensure the completeness of its offer to complete all of the Work required by this Agreement and, as such, agrees that it will not be entitled to any additional payment or any extension of time with respect to any error in (including in the description of), or omission with respect to, the items set out in Table 1.1 below.

Table 1.1 – Lump sum price breakdown

Item No	Description	Qty	UOM	Rate	Subtotal
1	Preliminaries:				
1.01	Initial Mobilisation (prior to steel deck)	1	Each	\$22,500.00	\$22,500.00
1.02	Additional Anchor Bracket Design & Certification Submission	1	Each	\$7,500.00	\$7,500.00
1.03	Initial Demobilisation (prior to steel deck)	1	Each	\$4,500.00	\$4,500.00
1.04	Mobilisation (post steel deck)	3	Each	\$5,048.00	\$15,144.00
1.05	Demobilisation (post steel deck)	2	Each	\$4,500.00	\$9,000.00
1.06	Final Demobilisation	1	Each	\$6,123.00	\$6,123.00
2	Anchor Supply, Drill, Install, Grouting and Grout Testing				
2.01	T1-S	7	Each	\$3,106.24	\$21,743.68
2.02	T1-S***	8	Each	\$3,455.12	\$27,640.96
2.03	T2-S	8	Each	\$3,743.00	\$29,944.00
2.04	T3-S	6	Each	\$3,743.00	\$22,458.00
2.05	T4-S	8	Each	\$4,676.22	\$37,409.76
2.06	T5-S	8	Each	\$2,927.68	\$23,421.44
2.07	T6-S	7	Each	\$3,743.73	\$26,206.11
2.08	T7-S	7	Each	\$2,796.78	\$19,577.46
2.09	T8-S	7	Each	\$2,582.42	\$18,076.94
2.10	T9-S	6	Each	\$4,134.07	\$24,804.42
2.11	T9-S***	3	Each	\$4,327.35	\$12,982.05

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2.12	T10-S	8	Each	\$3,058.07	\$24,464.56
2.13	T10-S***	1	Each	\$3,429.35	\$3,429.35
2.14	T11-S	6	Each	\$2,644.89	\$15,869.34
2.15	T12-S	1	Each	\$4,676.22	\$4,676.22
2.16	T13-S	1	Each	\$2,927.68	\$2,927.68
2.17	T14-S	1	Each	\$3,243.71	\$3,243.71
2.18	T15-S	4	Each	\$4,245.14	\$16,980.56
2.19	T16-S	4	Each	\$4,245.14	\$16,980.56
2.20	T17-S	3	Each	\$2,644.89	\$7,934.67
2.21	T18-S	1	Each	\$4,676.22	\$4,676.22
2.22	T19-S	1	Each	\$3,019.02	\$3,019.02
3	Anchor Testing				
3.01	Proof anchor tests - Including mobilisation, drill, install, testing, documentation and demobilisation	1	LS	\$26,187.00	\$26,187.00
	Acceptance tests - Performed with appropriate calibrated instruments and provision of accompanying documentation to satisfy design				
3.02	3 Strands to 8 Strands	11	Each	\$900.00	\$9,900.00
	Lift-off tests - Performed with appropriate calibrated instruments and provision of accompanying documentation to satisfy design				
3.03	3 Strands to 8 Strands	11	Each	\$900.00	\$9,900.00
Lump Sum Total (Ex GST)					\$479,220.71

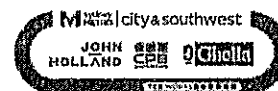
Notes:

If additional tests under items 3.02 and 3.03 are required, Subcontractor will be entitled to claim a Variation.

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2. SCHEDULE OF RATES

Table 2.1 – Schedule of rates for additional items

Item No.	Description – Additional items	UOM	Rate (ex GST)
1	Pile Coring		
1.01	Core through 600mm diameter reinforced concrete pile to suit 100mm borehole	Each	\$245.00
1.02	Core through 600mm diameter reinforced concrete pile to suit 130mm borehole	Each	\$290.00
1.03	Core through 750mm diameter reinforced concrete pile to suit 100mm borehole	Each	\$245.00
1.04	Core through 750mm diameter reinforced concrete pile to suit 130mm borehole	Each	\$290.00
1.05	Core through 900mm diameter reinforced concrete pile to suit 100mm borehole	Each	\$245.00
1.06	Core through 900mm diameter reinforced concrete pile to suit 130mm borehole	Each	\$290.00
2	Other		
2.01	Drilling rate - 100mm additional per meter as directed by Geotechnical Engineer	lm	\$75.00
2.02	Drilling rate - 130mm additional per meter as directed by Geotechnical Engineer	lm	\$80.00
2.03	Additional rate - Anchor install & grouting 3 strand as directed by Geotechnical Engineer	lm	\$129.78
2.04	Additional rate - Anchor install & grouting 4 strand as directed by Geotechnical Engineer	lm	\$135.58
2.05	Additional rate - Anchor install & grouting 5 strand as directed by Geotechnical Engineer	lm	\$146.90
2.06	Additional rate - Anchor install & grouting 6 strand as directed by Geotechnical Engineer	lm	\$158.21
2.07	Additional rate - Anchor install & grouting 7 strand as directed by Geotechnical Engineer	lm	\$169.39
2.08	Additional rate - Anchor install & grouting 8 strand as directed by Geotechnical Engineer	lm	\$180.84
2.09	Additional rate - Drilling through steel spiles or other steel	Hr	\$550.00
2.10	Additional rate - Drilling through unexpected obstruction	Hr	\$550.00
2.11	Additional rate - Temporary hole casing - 100mm hole	lm	\$177.00
2.12	Additional rate - Temporary hole casing - 130mm hole	lm	\$250.00
2.13	Extra grout above theoretical plus 10% required due to ground void filling or otherwise	bag	\$25.00

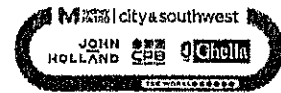
Table 2.2 – Schedule of rates for labour and plant

Item No.	Description – Labour and Plant	UOM	Stand Down Rates	Day Work Rates
1	Anchor crew/plant/equipment – day shift	Shift	\$4,500.00	\$4,800.00
2	Stressing crew/plant/equipment - day shift (testing)	Shift	\$3,500.00	\$3,800.00
6	Supervisor	hr	\$120.00	\$120.00
7	Site engineer	hr	\$105.00	\$105.00
8	Leading Hand	hr	\$105.00	\$105.00
9	Tradesperson / Ticketed / Licenced	hr	\$95.00	\$95.00
10	Labourer	hr	\$95.00	\$95.00
11	Plant item - drilling rig	hr	\$225.00	\$275.00
12	Plant item - grout station	hr	\$65.00	\$80.00
13	Plant item - compressor	hr	\$65.00	\$80.00
14	Plant item - excavator (5T)	hr	\$65.00	\$80.00
15	Plant item - excavator (20T)	hr	\$75.00	\$100.00
16	Plant item - generator	hr	\$20.00	\$25.00

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17	Plant item - manitou	hr	\$50.00	\$60.00
18	Plant Item- accelerator pump	hr	\$35.00	\$50.00
19	Plant Item- shotcrete pump	hr	\$165.00	\$200.00
20	Plant Item- tools& site vehicles	hr	\$30.00	\$35.00
21	Plant Item- water cart	hr	\$25.00	\$30.00
22	Plant Item- site truck	hr	\$40.00	\$40.00
23	Plant Item- small tipper	hr	\$30.00	\$30.00
24	Plant Item- boom lift (up to 60T)	hr	\$50.00	\$60.00
25	Antinof & Anchor Spooler	hr	\$60.00	\$60.00
26	Small Stressing Jack	hr	\$40.00	\$40.00
27	Large Stressing Jack	hr	\$80.00	\$80.00
28	Robotic Shotcrete spray Rig (Ex Air)	hr	\$250.00	\$250.00
29	Piling Rig	hr	\$485.00	\$485.00
30	Track Pump	hr	\$200.00	\$200.00

Pricing Notes (where applicable):

- Schedule of rates items in tables 2.1 & 2.2 above must be 'ordered' by way of an ORIS Site Instruction, If no ORIS Site Instruction is received items are not to be supplied to sites. A sample ORIS Site Instruction is included as Part J.
- Rates for any item of work / plant / labour not detailed above must be agreed, in writing, prior to hire commencing otherwise these rates will be determined by JHCPBG JV at its discretion.
- All prices / rates are exclusive of GST and are not subject to rise & fall (no escalation).
- Day rates are defined as Monday to Friday 7:00am to 6:00pm, and 8:00am to 1:00pm Saturdays. Night rates apply to all other hours (24 hours per day, 7 days per week, 365 days per year).
- Unless otherwise noted, float charges are a once only charge, inclusive of delivery, mobilisation, demobilisation and removal from the Construction Site.
- All rates are flat rates inclusive of fuel, overtime, travel, parts, maintenance, wear and tear, damage, consumables and all other charges.
- Payment is for productive time only – there is no payment for smoko or lunch breaks, breakdowns, servicing, pre-start meetings, toolbox talks (or similar meetings), maintenance, refuelling or wet or inclement weather.
- Day dockets must be submitted at the end of each day for signing. Hours for lunch breaks, wet or inclement weather, pre-starts or any other items detailed above will be automatically deducted from payments due.
- Any further rates required for additional machinery / hours are to be agreed, in writing, in advance of hire commencing. Any rates not agreed in advance will be determined by JHCPBG JV at its discretion.

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10. No payment will be made for lost time when any plant that is part of a fleet impacts the fleet's ability to work productively (at the discretion of JHCPBG JV) and requires the dependent plant to stop work.
11. Fair wear and tear will be just that - no payment will be made for worn tyres, tracks etc.
12. A maximum admin fee of the lesser of 2.5% of actual direct cost or \$500.00 will apply to all damage / repair costs and the like.
13. Weekly rates for all dry hire plant will be based on a 50-hour week. Any hours above 50 hours will be paid pro-rata to the weekly rate based on a 4-week average of hours worked.
14. Project inductions (full day) and site-specific inductions (approx. two hours each) are at Subcontractor's cost. SMIC training costs will be JHCPBG JV cost.

Pre-induction Drug & Alcohol testing silica medicals (if required) and Project Inductions & Site-specific inductions to be at Subcontractor's cost (Workforce Development, Document # SMCSTSE-JCG-TPW-HR-APP-005111 and Safety, Document # SMCSTSE-JCG-TPW-HS-APP-005107 sections of Subcontractor Requirements Pack, Document # SMCSTSE-JCG-TPW-CR-RPT-095001 refer).
15. All tunnel plant to be fit for underground works (i.e. fitted with fire suppression, catalytic convertors etc).
16. GPS and other attachment rates will only be due when used and these are to be separately noted (and initialled by JHCPBG JV) on daily dockets.
17. All plant that requires re-fuelling or maintenance at heights requires safe access provisions to be fitted to the plant.
18. All plant whether wet or dry hire is to have a pre-delivery inspection done, including a complete photographic record provided to JHCPBG JV prior to arrival on the Construction Site.
19. All plant to have a plant hazard assessment and operator competency completed and submitted to JHCPBG JV prior to arriving on the Construction Site.
20. All plant on site, including utes / light vehicles must be equipped with reversing cameras and low tonal beepers (quackers), rotating orange flashing lights, first aid kits, ultrahigh frequency radios and fire extinguishers prior to entering the Construction Site.
21. All plant rules detailed in the Subcontractor Requirements Pack are allowed for / included in all rates.

All Plant Rules detailed in the Subcontractor Requirements Pack, Document # SMCSTSE-JCG-TPW-CO-RPT-095001 (safety appendix, ref SMCSTSE-JCG-TPW-HS-APP-005107) are allowed for / included in all rates.
22. All servicing, maintenance and refuelling of plant must be done outside of site working hours.
23. Works cancelled within 16 hours or more notification to the Subcontractor, before the start time, will not be charged to JHCPBG JV. Works cancelled with less than 16 hours notification will incur JHCPBG JV a four (4) hour charged for the resources requested.
24. No minimum hire periods will apply (unless otherwise noted).
25. Subcontractor pricing is valid for minimum 80 linear metres available drilling per mobilisation.



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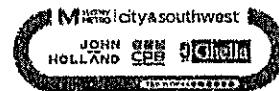


PART D: SCHEDULE 2 – DRAWINGS

Reference	Description	Revision	Date
DP-S-010			
SMCSWTSE-JAB-TPW-EX-DRG-500001	TSE PROJECT WIDE OPEN EXCAVATION SHORING COVER SHEET	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500002	TSE PROJECT WIDE OPEN EXCAVATION SHORING SCHEDULE OF DRAWINGS	1	22/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500010	TSE PROJECT WIDE OPEN EXCAVATION SHORING GENERAL NOTES SHEET 1	3	18/04/18
SMCSWTSE-JAB-TPW-EX-DRG-500011	TSE PROJECT WIDE OPEN EXCAVATION SHORING GENERAL NOTES SHEET 2	2	16/07/18
SMCSWTSE-JAB-TPW-EX-DRG-500012	TSE PROJECT WIDE OPEN EXCAVATION SHORING GENERAL NOTES SHEET 3	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500013	TSE PROJECT WIDE OPEN EXCAVATION SHORING GENERAL NOTES SHEET 4	3	18/04/18
SMCSWTSE-JAB-TPW-EX-DRG-500014	TSE PROJECT WIDE OPEN EXCAVATION SHORING GENERAL NOTES SHEET 5	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500020	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILE DETAILS SHEET 1	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500021	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILE DETAILS SHEET 2	2	16/07/18
SMCSWTSE-JAB-TPW-EX-DRG-500022	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILE DETAILS SHEET 3	2	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500023	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILE DETAILS SHEET 4	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500030	TSE PROJECT WIDE OPEN EXCAVATION SHORING SHOTCRETE WALL DETAILS SHEET 1	2	18/09/18
SMCSWTSE-JAB-TPW-EX-DRG-500031	TSE PROJECT WIDE OPEN EXCAVATION SHORING SHOTCRETE WALL DETAILS SHEET 2	2	18/09/18
SMCSWTSE-JAB-TPW-EX-DRG-500040	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 1	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500041	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 2	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500042	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 3	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500043	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 4	0	01/02/18

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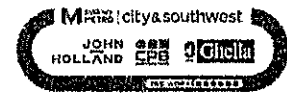
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Reference	Description	Revision	Date
SMCSWTSE-JAB-TPW-EX-DRG-500044	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 5	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500045	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 6	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500046	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 7	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500047	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 8	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500048	TSE PROJECT WIDE OPEN EXCAVATION SHORING CAPPING BEAM DETAILS SHEET 9	0	19/06/18
SMCSWTSE-JAB-TPW-EX-DRG-500050	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILING AND SHOTCRETE TOLERANCE SHEET 1	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500052	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILING AND SHOTCRETE TOLERANCE SHEET 2	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500053	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILING AND SHOTCRETE TOLERANCE SHEET 3	2	05/11/18
SMCSWTSE-JAB-TPW-EX-DRG-500060	TSE PROJECT WIDE OPEN EXCAVATION SHORING TEMPORARY GROUND ANCHOR DETAILS	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500061	TSE PROJECT WIDE OPEN EXCAVATION SHORING TEMPORARY GROUND ANCHOR DETAILS	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500062	TSE PROJECT WIDE OPEN EXCAVATION SHORING TEMPORARY ROCK BOLTING DETAILS	2	19/06/18
SMCSWTSE-JAB-TPW-EX-DRG-500063	TSE PROJECT WIDE OPEN EXCAVATION SHORING SOIL NAIL DETAILS	2	16/07/18
SMCSWTSE-JAB-TPW-EX-DRG-500070	TSE PROJECT WIDE OPEN EXCAVATION SHORING PILE ANCHOR RECESS DETAILS	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500080	TSE PROJECT WIDE OPEN EXCAVATION SHORING SOLDIER PILE DETAILS SHEET 1	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500081	TSE PROJECT WIDE OPEN EXCAVATION SHORING SOLDIER PILE DETAILS SHEET 2	2	18/04/18
SMCSWTSE-JAB-TPW-EX-DRG-500090	TSE PROJECT WIDE OPEN EXCAVATION SHORING TYPICAL DRAINAGE DETAILS	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500100	TSE PROJECT WIDE OPEN EXCAVATION SHORING PROOF TEST ANCHORS	2	18/04/18

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Reference	Description	Revision	Date
SMCSWTSE-JAB-TPW-EX-DRG-500110	TSE PROJECT WIDE OPEN EXCAVATION SHORING SHALE EXCAVATION SUPPORT	2	19/06/18
SMCSWTSE-JAB-TPW-EX-DRG-500111	TSE PROJECT WIDE OPEN EXCAVATION SHORING SANDSTONE EXCAVATION SUPPORT	1	06/04/18
SMCSWTSE-JAB-TPW-EX-DRG-500120	TSE PROJECT WIDE OPEN EXCAVATION SHORING EARTHING AND ELECTROLYSIS PROTECTION SHEET 1	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500121	TSE PROJECT WIDE OPEN EXCAVATION SHORING EARTHING AND ELECTROLYSIS PROTECTION SHEET 2	2	16/07/18
SMCSWTSE-JAB-TPW-EX-DRG-500122	TSE PROJECT WIDE OPEN EXCAVATION SHORING EARTHING AND ELECTROLYSIS PROTECTION SHEET 3	1	21/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500130	TSE PROJECT WIDE OPEN EXCAVATION SHORING TUNNEL FLOOD BARRIER DETAIL AND LOCATIONS	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500140	TSE PROJECT WIDE OPEN EXCAVATION SHORING STORMWATER SUMP PUMP GRATE	0	01/02/18
SMCSWTSE-JAB-TPW-EX-DRG-500150	TSE PROJECT WIDE OPEN EXCAVATION SHORING STORMWATER TBM RUNNING SLAB SHEET 1	4	12/09/18
SMCSWTSE-JAB-TPW-EX-DRG-500151	TSE PROJECT WIDE OPEN EXCAVATION SHORING STORMWATER TBM RUNNING SLAB SHEET 2	3	12/09/18
SMCSWTSE-JAB-TPW-EX-DRG-500152	TSE PROJECT WIDE OPEN EXCAVATION SHORING STORMWATER TBM RUNNING SLAB SHEET 3	2	14/12/18
DP-S-150			
SMCSWTSE-JAB-SPS-EX-DRG-520001	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING COVER SHEET	00	23/02/18
SMCSWTSE-JAB-SPS-EX-DRG-520002	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SCHEDULE OF DRAWINGS	03	24/05/18
SMCSWTSE-JAB-SPS-EX-DRG-520010	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING GENERAL ARRANGEMENT PLAN	03	14/12/18
SMCSWTSE-JAB-SPS-EX-DRG-520011	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING GENERAL ARRANGEMENT ISOMETRIC	00	23/04/18
SMCSWTSE-JAB-SPS-EX-DRG-520015	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING GENERAL ARRANGEMENT CROSS SECTION SHEET 1	00	23/04/18

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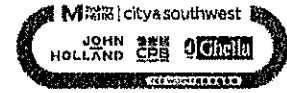
Minor works and services agreement



Reference	Description	Revision	Date
SMSCSWTSE-JAB-SPS-EX-DRG-520016	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING GENERAL ARRANGEMENT CROSS SECTION SHEET 2	00	23/04/18
SMSCSWTSE-JAB-SPS-EX-DRG-520017	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING GENERAL ARRANGEMENT UNDERPINNING NOTES – SHEET 1	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520018	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING GENERAL ARRANGEMENT UNDERPINNING NOTES – SHEET 2	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520020	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT UPPER PLAN	04	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520021	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT LOWER PLAN	04	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520025	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT INSTRUMENTATION AND MONITORING SHEET 1	02	24/05/18
SMSCSWTSE-JAB-SPS-EX-DRG-520026	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT INSTRUMENTATION AND MONITORING SHEET 2	01	24/05/18
SMSCSWTSE-JAB-SPS-EX-DRG-520028	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT CONSTRUCTION STAGING	00	23/04/18
SMSCSWTSE-JAB-SPS-EX-DRG-520030	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 1	03	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520031	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 2	03	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520032	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 3	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520033	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 4	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520034	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 5	00	12/07/18

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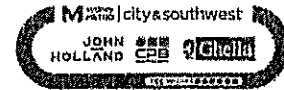


Reference	Description	Revision	Date
SMSCSWTSE-JAB-SPS-EX-DRG-520035	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 6	03	19/09/18
SMSCSWTSE-JAB-SPS-EX-DRG-520036	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 7	05	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520037	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 8	02	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520038	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 9	05	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520045	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT ANCHOR SCHEDULE	06	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520050	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL SECTIONS SHEET 1	01	24/05/18
SMSCSWTSE-JAB-SPS-EX-DRG-520051	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL SECTIONS SHEET 2	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520060	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL DETAILS SHEET 1	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520061	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL DETAILS SHEET 2	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520062	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING NORTHERN ENTRANCE SHAFT WALL DETAILS SHEET 3	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520100	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT UPPER PLAN	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520101	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT LOWER PLAN	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520110	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT INSTRUMENTATION AND MONITORING	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520115	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CONSTRUCTION STAGING – SHEET 1	01	14/12/18

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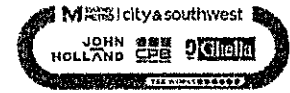
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Reference	Description	Revision	Date
SMSCSWTSE-JAB-SPS-EX-DRG-520116	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CONSTRUCTION STAGING – SHEET 2	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520117	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CONSTRUCTION STAGING – SHEET 3	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520120	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 1	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520121	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 2	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520122	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 3	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520123	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 4	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520124	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 5	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520125	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 6	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520126	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL ELEVATIONS SHEET 7	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520129	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT ANCHOR SCHEDULE	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520130	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL SECTIONS – SHEET 1	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520133	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL SECTIONS – SHEET 2	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520134	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL SECTIONS – SHEET 3	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520135	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL SECTIONS – SHEET 4	00	12/07/18

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Reference	Description	Revision	Date
SMSCSWTSE-JAB-SPS-EX-DRG-520136	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT WALL SECTIONS – SHEET 5	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520137	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT PILING SEQUENCE – SHEET 1	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520138	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT PILING SEQUENCE – SHEET 1	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520140	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 1	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520141	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 2	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520142	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 3	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520143	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 4	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520144	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 5	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520145	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 6	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520146	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 7	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520147	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT SHEAR WALL DETAILS – SHEET 8	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520150	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CAPPING BEAM DETAILS – SHEET 1	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520151	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CAPPING BEAM DETAILS – SHEET 2	01	14/12/18
SMSCSWTSE-JAB-SPS-EX-DRG-520152	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CAPPING BEAM DETAILS – SHEET 3	01	14/12/18

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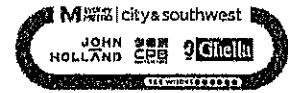
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Reference	Description	Revision	Date
SMSCSWTSE-JAB-SPS-EX-DRG-520153	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CAPPING BEAM DETAILS – SHEET 4	00	12/07/18
SMSCSWTSE-JAB-SPS-EX-DRG-520160	PITT STREET STATION AND PRECINCT OPEN EXCAVATION SHORING SOUTHERN ENTRANCE SHAFT CAPPING TEMPORARY STEEL IMPACT BEAM DETAILS	00	12/07/18
DP-S-170			
SMSCWTSE-JAB-SPS-CW-DRG-522001	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – COVER SHEET	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-522002	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – SCHEDULE OF DRAWINGS	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-522004	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – GENERAL NOTES	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-522006	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – GENERAL LEGEND	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-522010	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – OVERVIEW PLAN	01	20/04/18
SMSCWTSE-JAB-SPS-CW-DRG-522011	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – GENERAL ARRANGEMENT PLAN – SHEET 1	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-522012	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – GENERAL ARRANGEMENT PLAN – SHEET 2	01	20/04/18
SMSCWTSE-JAB-SPS-CW-DRG-522012	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – GENERAL ARRANGEMENT PLAN – ACOUSTIC SHED EXTENTS	01	20/04/18
SMSCWTSE-JAB-SPS-CW-DRG-522101	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – TYPICAL DETAILS SHEET 1	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-522102	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – TYPICAL DETAILS SHEET 2	01	20/04/18
SMSCWTSE-JAB-SPS-CW-DRG-522151	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – TYPICAL SECTIONS SHEET 1	00	08/03/18

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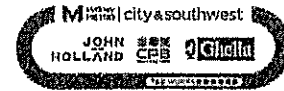


Reference	Description	Revision	Date
SMSCWTSE-JAB-SPS-CW-DRG-522152	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – TYPICAL SECTIONS SHEET 2	01	20/04/18
SMSCWTSE-JAB-SPS-CW-DRG-522401	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – SWEEP PATH PLAN SHEET 1	01	20/04/18
SMSCWTSE-JAB-SPS-CW-DRG-522402	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) – SWEEP PATH PLAN SHEET 2	01	20/04/18
SMSCWTSE-JAB-SPS-CW-DRG-522801	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) DRAINAGE PLAN SHEET 1	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-522801	PITT STREET STATION AND PRECINCT CIVIL WORKS (STATION AND SURROUNDS) DRAINAGE PLAN SHEET 2	00	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-520510	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – GENERAL ARRANGEMENT	02	14/01/19
SMSCWTSE-JAB-SPS-CW-DRG-520520	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – FOUNDATION LAYOUT AND DETAILS	02	14/01/19
SMSCWTSE-JAB-SPS-CW-DRG-520540	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – STEEL LAYOUT	02	14/01/19
SMSCWTSE-JAB-SPS-CW-DRG-520550	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – STEEL DETAILS (SHEET 1)	02	14/01/19
SMSCWTSE-JAB-SPS-CW-DRG-520551	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – STEEL DETAILS (SHEET 2)	01	22/05/18
SMSCWTSE-JAB-SPS-CW-DRG-520552	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – STEEL DETAILS (SHEET 3)	02	14/01/19
SMSCWTSE-JAB-SPS-CW-DRG-520552	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – STEEL DETAILS (SHEET 3)	02	14/01/19
SMSCWTSE-JAB-SPS-CW-DRG-520553	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – STEEL DETAILS (SHEET 4)	02	08/03/18
SMSCWTSE-JAB-SPS-CW-DRG-520560	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – SOUTHERN PLATFORM – CONSTRUCTION SEQUENCE	01	14/01/19

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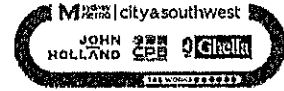
Reference	Description	Revision	Date
SMSCWTSE-JAB-SPS-CW-DRG-520610	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – NORTHERN PLATFORM – GENERAL ARRANGEMENT	01	12/04/18
SMSCWTSE-JAB-SPS-CW-DRG-520640	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – NORTHERN PLATFORM – STEEL LAYOUT	01	12/04/18
SMSCWTSE-JAB-SPS-CW-DRG-520650	PITT STREET STATION AND PRECINCT CIVIL WORKS (TEMPORARY WORKS) – NORTHERN PLATFORM – STEEL DETAILS	01	12/04/18

PART D: SCHEDULE 3 – SPECIFICATIONS

Item	Document Description	Document Number	Rev / Date
1.0	Standard Documents		
1.1	Subcontractor Requirements Pack Overview	SMCSTSE-JCG-TPW-CO-RPT-095001	02
1.2	Subcontractor Requirements Pack Environment and Sustainability	SMCSTSE-JCG-TPW-EM-APP-005109	02
1.3	Subcontractor Requirements Pack-Workforce Development	SMCSTSE-JCG-TPW-HR-APP-005111	01
1.4	Subcontractor Requirements Pack-Safety	SMCSTSE-JCG-TPW-HS-APP-005107	01
1.5	Subcontractor Requirements Pack-Quality	SMCSTSE-JCG-TPW-QA-APP-005108	02
1.6	Subcontractor Requirements Pack-Community	SMCSTSE-JCG-TPW-SH-APP-005110	01
1.7	HS Management Plan	SMCSTSE-JCG-TPW-HS-PLN-002050	A
1.8	Sydney Metro Principal Contractor Health & Safety Standard	SM PS-ST-221	2.0
1.9	Global Mandatory Requirements for safety and environment		
1.10	WHS Risk Register		
1.11	Heavy vehicle driver	SMCSTSE-JCG-TPWCN-FRM-004218	
1.12	Site safety rules	SMCSTSE-JCG-TPW-HS-MPR-003045	
1.13	Chain of Responsibility (CoR) Management Plan	SMCSTSE-JCG-TPW-HS-PLN-002164	
1.14	Freight and Packaging Guideline	SMCSTSE-JCG-TPW-HS-SFP-081069	
1.15	Subcontractor & Supplier WHS & HVNL Responsibility Assessment	SMCSTSE-JCG-TPW-CR-RPT-095001	
2.0	Scope Specific Documents		
2.01	GROUND ANCHORS (With TSE specific mark-ups)	RMS Specification D&C B114	Ed 3/Rev 6

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PART D: SCHEDULE 4 – CONSTRUCTION PROGRAMME

Milestone	Date
Mobilisation	25 th May 2019
Completion of Works	05 th September 2019

-
-
-
- *Dates to be confirmed by JHCPBG JV in writing at least two weeks prior to start of works on site*

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PART D: SCHEDULE 5 – INCLUSIONS / EXCLUSIONS

Site services & facilities (if required) will be provided by the Parties as detailed below:

NOTE: Each line in the schedule below must be completed. If a line is not completed the obligation will be on the Subcontractor.

Item	Description	Supplied by JHCPBG JV	Supplied by Subcontractor
A - Site Accommodation			
1	Lunch Room	☒	☐
2	Toilets	☒	☐
3	Storerooms and Sheds	☐	☒
4	Cleaning of above facilities	☒	☒
5	Shower rooms – located at main site	☒	☐
6	Hand wash facilities	☒	☐
B - Temporary Services			
1	Electricity – 240v at fixed points	☐	☒
2	Electricity – 415v – 3 phase	☐	☒
3	Distribution Sub-boards	☐	☒
4	Access Lighting	☒	☐
5	Other lighting, leads, etc.	☐	☒
6	Water at fixed points	☒	☐
7	Construction water from fixed points	☐	☒
8	Temporary Access	☐	☒
C – Plant			
1	Scaffolding	☐	☐
2	All horizontal vertical craneage as required for the soil nail and shotcrete wall installation to be performed by	☐	☒
3	Craneage (Plant)	☒	☐
4	Unloading	☐	☒
5	Diesel Fuel – Plant On Site	☐	☒
D – General			
1	Telephone	☐	☒
2	Prototypes and Samples	☐	☒
3	Set Out	☒	☐
4	Shop Drawings	☐	☒
5	Clean-up of Subcontract Works	☐	☒
6	Rubbish Bins (note 1)	☒	☒
7	Protection of Subcontract Works	☐	☒
8	First aid stations/kits	☒	☐
9	Traffic Management	☒	☐
10	PPE	☐	☒
11	Dewatering	☐	☒

Note:

1. Subcontractor to allow for housekeeping, standard equipment; JV to supply bins close to work face.



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PART D: SCHEDULE 6 – DOCUMENT DELIVERABLES

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Part E – COMPLIANCE WITH THE BUILDING CODE

Compliance with the Code for the Tendering and Performance of Building Work 2016

In these clauses:

ABCC	means the body referred to in subsection 29(2) of the Act.
ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
Act	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
Building Code	means the Code for the Tendering and Performance of Building Work 2016, which is available at https://www.abcc.gov.au
Building Contractor	has the same meaning as in the Act.
Building Industry Participant	has the same meaning as in the Act.
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
Enterprise Agreement	has the same meaning as in the <i>Fair Work Act 2009</i> .
Exclusion Sanction	has the same meaning as in subsection 3(1) of the Building Code.
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Sub-subcontractor	means a Building Contractor or Building Industry Participant who the Subcontractor has entered, or proposes to enter, into a Sub-Subcontract with to undertake any of the Works.
Works	means Commonwealth Funded Building Work that is the subject of this Agreement.

1. The Subcontractor:

- (a) declares as at the date of commencement of this Agreement in relation to the Work; and
- (b) must ensure that during the term of this Agreement in relation to the Work,
that it and its Sub-subcontractors:
 - (c) comply with the Building Code;
 - (d) are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (e) are not subject to an Exclusion Sanction;
 - (f) have not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law and failed to comply with the decision, direction or order;
 - (g) will only use products in relation to the Work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;

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- (h) unless approved otherwise by the ABC Commissioner, are not excluded from performing Building Work funded by a state or territory government;
 - (i) where the Commonwealth's contribution to the project that includes the Work is at least \$5,000,000 and represents at least 50% of the total construction project value proportion of that project, or the Commonwealth's contribution to the project that includes the Work is at least \$10,000,000 (irrespective of its proportion of the total construction project value), will comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Work.
2. Without limiting and notwithstanding paragraph 1(c) of this Part E, the Subcontractor must ensure that remedial action is taken to rectify any behaviour on the part of it and its Sub-subcontractors that is non-compliant with the Building Code.
3. The Subcontractor must every six months during the term of this Agreement advise JHCPBG JV whether:
- (a) it has in the preceding 6 months or since it last advised JHCPBG JV, whichever is the earliest, had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or *the Migration Act 1958*; or
 - (b) it or its Related Entities have in the preceding 6 months or since it last advised JHCPBG JV, whichever is the earliest:
 - (i) been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) to a Building Contractor or Building Industry Participant; or
 - (ii) owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant.
4. Compliance with the Building Code does not relieve the Subcontractor from responsibility to perform this Agreement, or from liability for any defect in the Work or Deliverables arising from compliance with the Building Code.
5. The Subcontractor must notify the ABCC and JHCPBG JV of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working days after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.
6. The Subcontractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its Sub-subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
7. The Subcontractor must only enter into a subcontract for any of the Work where:
- (a) the Sub-subcontractor has submitted to JHCPBG JV a Building Code Declaration of Compliance; and

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(b) the contract with the Sub-subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and suppliers in relation to the Building Code.

8. The Subcontractor must ensure that it and its Sub-subcontractors comply with clauses contained in the subcontract referred to in paragraph 7(b) of this Part E.

By signing this declaration on behalf of the Subcontractor, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

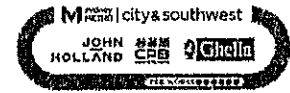
Signature of authorised representative:

Print name of authorised representative:

Date:/...../20.....

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NSW Code and Guidelines

1. In addition to the terms defined in this Agreement, terms used in this schedule, have the same meaning as is attributed to them in the New South Wales Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (**NSW Guidelines**) (as published by the NSW Treasury July 2013). The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au
2. The Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Government's Code of Practice for Procurement (**NSW Code**) and NSW Guidelines.
3. The Subcontractor must notify the Construction Compliance Unit (**CCU**) and the Principal and JHCPBG JV of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
4. Where the Subcontractor engages a Sub-Subcontractor, the Subcontractor must ensure that that contract imposes on the Sub-Subcontractor equivalent obligations to those in this schedule (under the heading NSW Code and NSW Guidelines), including that the Sub-Subcontractor must at all times comply with, and meet any obligations imposed by, the NSW Code and NSW Guidelines.
5. The Subcontractor must not appoint or engage another Sub-Subcontractor in relation to the Project where that appointment or engagement would breach a sanction imposed on the other Sub-Subcontractor in relation to the NSW Code and NSW Guidelines.
6. The Subcontractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its Sub-Subcontractors and related entities.
7. The Subcontractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
 - (a) enter and have access to sites and premises controlled by the Subcontractor, including but not limited to the Project site;
 - (b) inspect any work, material, machinery, appliance, article or facility;
 - (c) access information and documents;
 - (d) inspect and copy any record relevant to the Project;
 - (e) have access to personnel; and
 - (f) interview any person;as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the Subcontractor, its Sub-Subcontractors, and related entities.
8. The Subcontractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.
9. The Subcontractor warrants that at the time of entering into this Agreement, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code and NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.

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10. If the Subcontractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.
11. Where a sanction is imposed:
 - (a) it is without prejudice to any rights that would otherwise accrue to the parties; and
 - (b) the State of NSW (through its agencies, Ministers and the CCU) is entitled to:
 - (i) record and disclose details of noncompliance with the NSW Code or NSW Guidelines and the sanction; and
 - (ii) take them into account in the evaluation of future procurement processes and responses that may be submitted by the Subcontractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.
12. The Subcontractor bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Code and NSW Guidelines. The Subcontractor is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of NSW or JHCPBG JV for such costs.
13. Compliance with the NSW Code and NSW Guidelines does not relieve the Subcontractor from responsibility to perform the works, services or any other obligation under the Agreement, or from liability for any defect in the works or services from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.
14. Where a change in the Agreement or works or services is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and NSW Guidelines, the Subcontractor must immediately notify the Principal and JHCPBG JV (or nominee) of the change, or likely change and specify:
 - (a) the circumstances of the proposed change;
 - (b) the extent to which compliance with the NSW Code and Guidelines will be, or is likely to be, affected by the change; and
 - (c) what steps the Subcontractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Work Health and Safety Management Plan); and
 - (d) the Principal or JHCPBG JV will direct the Subcontractor as to the course it must adopt within 10 Business Days of receiving the notice.

By signing this declaration on behalf of the Subcontractor, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

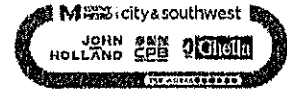
Signature of authorised representative:

Print name of authorised representative: 

Date:/...../20.....



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Part F – NOT USED

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Part G – STATUTORY DECLARATION & SUBCONTRACTOR'S STATEMENT

1. Statutory Declaration

I, _____ (full name of declarant)

of _____ ABN _____
(Company Name, including Trading Name where applicable)

(Registered Business Address)

do solemnly declare and affirm in regard to contract works being carried out for JHCPBG JV Pty Ltd on the Sydney Metro City & Southwest Project that:

1. all employees have been paid for the work done in connection with the contract in accordance with the relevant Industrial Instruments for those employees;
2. all plant and equipment is being maintained in accordance with legislative requirements for such plant;
3. all employees as necessary are trained, competent and licensed as necessary to complete all work activities that they have been engaged to carry out;
4. the company is, and its subcontractors (if any) are, fully compliant with the Building Code 2016;
5. all Insurances as per table 1., below have been paid and valid certificates of currency have been provided;

POLICY TYPE	POLICY NO.	NO. EMPLOYEES	AMOUNT	EXPIRY DATE
Workers Compensation				
Public Liability				
Contractors All Risk				
Professional Indemnity				

6. all pay-roll tax due in respect of employees who performed the work for the principal contractor, as required at the date of this statement has been paid;
7. all remuneration payable to relevant employees, for work done under the contract during the period outlined above has been paid;
8. my company is/is not (**please circle**) also a principal contractor in connection with the work under contract and has engaged additional subcontractors to perform the works under the contract;
9. I have/have not (**please circle**) been given an equivalent Statutory Declaration by the subcontractors referenced in item 8. above in connection with the work;
10. my company is/is not (**please circle**) required to be registered as an employer under the *Pay-roll Tax Act 2007*.
11. our pay roll tax client number is

And I make this solemn declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at _____ (town or city where declaration made) on

_____ (date day, month and year) before me:

(Signature of JP or authorised person (AP))

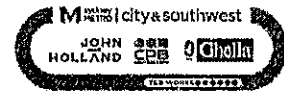
(Identifier of JP or AP)

(Signature of Declarant)

Justice of the Peace in the, and for the, State of New South Wales [or other prescribed person by law authorised to administer an oath under the Oaths Act (NSW)]

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2. Subcontractor's Statement



SUBCONTRACTOR'S STATEMENT

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

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

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

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

Subcontractor: ABN:

of

has entered into a contract with ABN:

(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/...../.....

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

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Notes

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

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

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

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

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

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7,500.00 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

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

Offences in respect of a false Statement
In terms of s127(8) of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if: (a) the person is the subcontractor; (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor. In terms of s175B of the Workers Compensation Act and clause 18 of Schedule 2 of the Payroll Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

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

Part H – NATIONAL GREENHOUSE AND ENERGY REPORTING (NGER) FORM

1. National Greenhouse and Energy Reporting Act 2007 (Cth)

1.1 In this clause 1.1:

- (a) **"NGER Legislation"** means the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the regulations and any other legislative instruments under that Act; and
- (b) **"consumption", "emission", "energy", "facility", "greenhouse gas", "group", "member", "operational control", "production", "registered corporation" and "Regulator"** have the meanings given in the NGER Legislation.

1.2 Without limiting any other obligation of the Subcontractor, the Subcontractor must:

- (a) keep, and must ensure that all Sub-subcontractors keep, all such information and documentation concerning greenhouse gas emissions, energy production and energy consumption in relation to all aspects of the performance of the Work as a registered corporation would be required to keep and report upon if any of the Subcontractor's plant, Subcontractor's temporary works, or the performance of any of the Work, were a facility that was under the operational control of the registered corporation or a member of that corporation's group;
- (b) provide all of its energy data and any greenhouse production data in relation to the Work to JHCPBG JV on a monthly basis, on the form attached as Part H Appendix 1, to within 95% accuracy as required by the NGER Legislation. The Subcontractor acknowledges that the cost of providing such data is included in the Subcontract Sum. The Subcontractor warrants to JHCPBG JV that the data provided is accurate and indemnifies JHCPBG JV for any cost or liability arising from the Subcontractor's failure to provide the data or from any and all cost or liability suffered as a result of any inaccurate data; and
- (c) provide reasonable assistance to JHCPBG JV and other members of JHCPBG JV's group upon request regarding its compliance with any reporting obligations under the NGER Legislation arising from or connected with the performance of the Work.

1.3 If the Subcontractor is unable or fails to provide the information or documentation as required by this Part H, the Subcontractor must support an application by JHCPBG JV and/or any other member of JHCPBG JV's group to the Regulator to make a determination under Section 20 of the NGER Legislation requiring the information or documentation to be provided directly to the Regulator by the Subcontractor or another person.

[Handwritten signature]
[Handwritten mark]

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Part H – Appendix 1: NGER Reporting Form

Clause 6.4(j)

A. SUBCONTRACTOR FUEL REPORTING

Important: Do NOT report on energy provided by JHCPBG JV. Do not report on fuel consumed in transport to and from site, or outside of the project boundaries, unless between project sites managed by JHCPBG JV as part of the same Project.

Subcontractor Name:		Reporting Month:	
		Project/site name:	
Fuels / Lubricants / Solvents		CODE	Actual ***
Units			
DIESEL			
Plant and equipment (not road registered)	LFDO		LT
Heavy vehicles (i.e. trucks or other road registered heavy vehicle/plant)	TFDO		LT
Light vehicles	TFP4D		LT
Liquid fuel for Stationary use - Diesel for Generators under 500KW	GFDO		LT
Liquid fuel for Stationary use - Diesel for Generators over 500KW	GFODO		LT
PETROL			
Plant and equipment (not road registered)	LFGNA		LT
Light vehicles	TFP4G		LT
Heavy vehicles (i.e. trucks or other road registered heavy vehicle/plant)	TFGNA		LT
E10 Blend - light vehicles	TFP4E10		LT
OTHER			
LPG – Plant and equipment (non road registered)	LFLPG		LT
Natural Gas- Plant and equipment (non road registered)	LFO		M3
Oil (engine oil)	LFPO		LT
Oil (non combusted –hydraulic, gear oil etc)	LFONC		LT
Grease	LFPBG		Kg
Bulk Solvents (e.g. Thinners, WD40, RP7, etc)	LFSTW		LT
Acetylene (Cylinder size E; G or GX)	Size E: NGAE Size G: NGAG Size GX: NGAGX		# Cylinders
If amounts are estimated, please describe the method used:		Subcontractor SIGNATURE/DATE:	

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B. SUBCONTRACTOR FUEL REPORTING GUIDANCE

1. What you are required to do

- (a) Requirements relating to the reporting of energy use and emissions have been included in your contract agreement.
- (b) Where you or your subcontractors have supplied your own fuels, oils and greases for use on the project, you are required to measure or calculate this usage and complete the accompanying Subcontractor Fuel Reporting Form.
- (c) The form shall be completed each month that you carry out work on the Project and submitted to JHCPBG JV attached to your invoice, progress claims or other method as agreed with your JHCPBG JV contact person.
- (d) JHCPBG JV will be pursuing these forms in the event that they are not provided and remedies available under the subcontract may be used if necessary.

2. Determining Which Activities Are Relevant

- (a) Only fuel items which were provided and consumed by you or your subcontractors should be included in your report.
- (b) Fuel and electricity provided by JHCPBG JV should NOT be reported.
- (c) Data relating to the following activities do **not** need to be reported:
 - (i) Off-site travel, i.e. travel to and from the project
 - (ii) Deliveries to and pick-up from site, unless related to transport between JHCPBG JV controlled sites
 - (iii) Road registered light vehicles where the only activity is accessing the work site
 - (iv) Work conducted outside the JHCPBG JV project area, unless dedicated to that project and under the control of JHCPBG JV
- (d) If unsure what you need to report, discuss it with your JHCPBG JV contact.

3. Determining Quantities To Report

- (a) Actual data based on invoice or issue is the preferred method of data capture and must be used where available.
- (b) If not available, estimate consumption based on plant type and hours worked. A sample fuel consumption calculator is available from JHCPBG JV on request.
- (c) Only fuel used on the JHCPBG JV project is reported. If the invoiced or measured quantity relates to fuel used on a number of projects or includes off-project use, the JHCPBG JV project component must be estimated.

Part I – FORM OF APPROVED SECURITY

APPROVED FORM OF UNCONDITIONAL UNDERTAKING

At the request of *[insert Subcontractor's name and ABN]* (the **Subcontractor**) and in consideration of

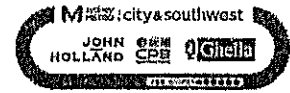
John Holland Pty Ltd (ABN 11 004 282 268) of Level 3, 65 Pirrama Road, Sydney NSW, CPB Contractors Pty Ltd (ABN 98 000 893 667) of Level 8, Tower 1, 495 Victoria Avenue, Chatswood NSW and Ghella Pty Ltd (ABN 85 142 392 461) of Level 23, 111 Pacific Highway North Sydney NSW 2060 (together an unincorporated joint venture trading as "JHCPBG JV" ABN 77 863 045 764) (**JHCPBG JV**)

accepting this undertaking in respect of the contract for *[insert contract number and description of work]*, *[insert name of financial institution]* (the **Financial Institution**) unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by JHCPBG JV to a maximum aggregate sum of \$*[insert]* (*[insert amount in words]*) (the **Sum**).

1. The undertaking is to continue until notification has been received from JHCPBG JV that the Sum is no longer required by JHCPBG JV or until this undertaking is returned to the Financial Institution or until payment to JHCPBG JV by the Financial Institution of the whole of the Sum or such part as JHCPBG JV may require.
2. Should the Financial Institution be notified in writing, purporting to be signed by or for and on behalf of JHCPBG JV, that JHCPBG JV desires payment to be made of the whole or any part or parts of the Sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to JHCPBG JV forthwith without reference to the Subcontractor and notwithstanding any notice given by the Subcontractor not to pay same.
3. Provided always that the Financial Institution may at any time without being required so to do pay to JHCPBG JV the Sum, less any amount or amounts it may previously have paid under this undertaking, or such lesser sum as may be required and specified by JHCPBG JV, and thereupon the liability of the Financial Institution hereunder shall immediately cease.

DATED at this Day of
(insert place of signing)

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Part J – SAMPLE ORIS SITE INSTRUCTION

SITE INSTRUCTION FORM

DETAILS

Form Type	Select...				
Child No		Start Date			
		End Date			
Cost Code		Subcontractor			
Requester		Site Contact		Site Contact	
PM		Name		Number	

All terms and conditions remain as per original agreement. This information does not constitute a contract variation on Extension of Time to the contract. Any claims for Contract Variation on Extension of Time must be made in accordance with the terms and conditions of the contract.

