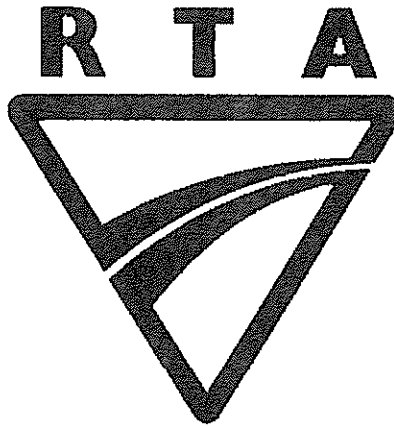


\* ORIGINAL COPY  
SIGNED BY BOTH  
PARTIES .

[Version: 16 October 2008]



**MAJOR  
WORKS AUTHORISATION DEED –  
PRIVATE FINANCING &  
CONSTRUCTION**

**Roads & Traffic Authority of New South Wales**

**("RTA")**

**The party identified in Item 1 of the Schedule  
("Developer")**

[This is a Legal Branch precedent document which must only be modified with the approval of the Legal Counsel Environment & Property Law, Legal Branch]

Legal Branch, Roads and Traffic Authority of New South Wales, DX 13 SYDNEY  
Ph: 9218 6875 Fax: 9218 6509

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# Works Authorisation Deed - Private Financing and Construction

## Parties

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**RTA**                      **Roads and Traffic Authority of New South Wales**  
ABN 64 480 155 255  
Constituted by the *Transport Administration Act 1988* (NSW) of  
260 Elizabeth Street, Surry Hills NSW 2010

**Developer**              **The party identified in Item 1 of the Schedule**

## Background

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- A.     The Developer's Development Consent refers to the Works but provides no specifications for the Works.
- B.     The RTA is a determining authority under Part 5 of the EP&A Act and can undertake the environmental assessment and approval of the Works and has the statutory right to undertake the Works or to authorise the Works to be carried out by the Developer pursuant to the *Roads Act 1993*.
- C.     The Developer has agreed to finance, design, and construct the Works on the terms of this Deed.
- D.     The Developer has agreed to maintain the Bridge Works on the terms of this Deed.
- E.     The RTA authorises the Developer to carry out the Works subject to the terms of the Deed.

## Deed

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### 1.     Definitions and interpretation

#### 1.1     Definitions

In this document:

'Act' means the [\*Roads Act 1993 \(NSW\)\*](#);

'Amended Design Document' has the meaning given to that expression in **clause 6.2**;

'Approval' means any consent, approval, authorisation, licence, registration, order, permission or concurrence required by law, including by a Legislative Requirement and any RTA condition or approval including those under this Deed, required for the commencement, execution or completion of the Works and the removal of the Developer's Advertising Signs from the Bridge Works;

**'Approved Security'** means an unconditional undertaking or certificate without an expiry date, in a form approved by the RTA and given by a bank or other financial institution approved by the RTA;

**'As-Built Drawings'** means the Design Documents and Project Documents which are the final as-executed drawings of the Works and which are endorsed with a certificate by the Project Verifier, in accordance with **Attachment F**, stating that the Works as constructed comply with all Approvals, Legislative Requirements and the requirements of this Deed;

**'Attachment'** means an attachment to this Deed identified by the relevant attachment number referred to in the relevant clause.

**'Authority'** means a Commonwealth, State or local government department, a Minister, body, instrumentality, trust or public authority in the exercise of a governmental regulatory function and includes a Consent Authority;

**'Bridge Works'** means the bridge works described in **Attachment B** of this Deed which comprise part of the Works;

**'Bridge Works Defects Liability Period'** means the Defects Liability Period in respect of the Bridge Works;

**'Business Days'** means a day other than a Saturday, Sunday or public holiday in NSW and specifically excluding 27, 28, 29, 30 and 31 December;

**'Consent Authority'** has the same meaning as in the EP&A Act;

**'Construction Program'** means a program in logic linked critical path format showing the order of progress of the Works to be prepared by the Developer and provided to the RTA under **clause 7.1(e)**;

**'Council'** means Baulkham Hills Shire Council and, if applicable, any other council within which the land comprising the site of the Works is located;

**'Date of Practical Completion'** means the date of Practical Completion set out in a Notice of Practical Completion;

**'Defects Liability Period'** means the period stated in **Item 3**;

**'Design Document'** means:

- (a) a drawing, specification, construction document, design calculation, software, sample, model, pattern and the like required by this Deed or created for the construction of the Works;
- (b) a schedule setting out particulars of all notices, tests, hold points and materials as required by the individual sections of the Project Requirements, identifying all notification periods;
- (c) any geotechnical investigation relating to the Works; and
- (d) includes a Project Document;

**'Design Obligations'** means all tasks necessary to design and specify the Works, including preparation and certification of the Design Documents, Project

Documents, and, if the Project Requirements include any preliminary design or specification, developing that preliminary design or specification, in accordance with the Project Verifier Services;

**'Development Consent'** means a development consent granted by the Minister for Planning in respect of the RTA Development Application that complies with the requirements of the EP&A Act and SEPP No. 64 and the conditions of which are acceptable to the RTA;

**'Developer's Advertising Signs'** means the advertising signs proposed to be erected and displayed by the Developer on the Bridge Works in accordance with the, RTA Development Application and plans that are to the RTA's satisfaction and which comply with the RTA's Advertising Guidelines and SEPP No. 64;

**'Developer's Project Manager'** means the person appointed by the Developer under **clause 16.2(a)**;

**'Developer's Development Consent'** means the development consent issued by the Council on 9 January 2007 to the Developer (reference 1600/2006/ZB);

**'Environmental Management Plan'** means a detailed plan setting out measures to manage and control the environmental impact of construction and maintenance of the Works in compliance with this Deed, including the removal of the Developer's Advertising Signs from the Bridge Works;

**'EP&A Act'** means the *Environmental Planning and Assessment Act 1979 (NSW)*;

**'Estimated Cost of the Works'** means the cost estimate at the date of this Deed for completing the Works and satisfying all of the Developer's obligations under this Deed, as specified in **Item 2**;

**'Inspection and Testing Plan'** means a detailed plan setting out all testing and conformance data necessary to demonstrate conformance of the Works with the Project Requirements and Design Documents, in accordance with the Project Verifier Services;

**'Intellectual Property Rights'** means all industrial and intellectual property rights of any kind including but not limited to copyright, trade mark, design, patent, semi-conductor or circuit layout rights, trade, business or company names or other proprietary rights, or any rights prior to registration of such rights;

**'Item'** refers to the item in the Schedule being the item number identified in the relevant clause.

**'Legislative Requirements'** include:

- (a) an act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of New South Wales;
- (b) Approval of an Authority (including any condition or requirement under an Approval); and
- (c) any requirement to pay fees and charges in connection with **paragraphs (a) and (b)**;

**'Lifts'** means the two (2) lifts proposed to be supplied and installed by or on behalf of the Developer as part of the Bridge Works which must comply with ISO Certification, all relevant WorkCover requirements, Australian Standards and RTA Specification BLIFT and must be to the satisfaction of the RTA. The Developer must obtain certification from WorkCover in relation to the satisfactory operation of the lifts prior to their opening for use as part of the Bridge Works;

**'Lift Maintenance'** means the work which the Developer is or may be required to carry out under this Deed in order to maintain and repair the Lifts during the Maintenance Period, including the requirements in **Attachment A**;

**'Maintenance Period'** means the period commencing on the Date of Practical Completion of all of the Works and continuing until the expiry of the period or any extended period for the display of the Developer's Advertising Signs on the Bridge Works pursuant to a Development Consent;

**'Maintenance Plan'** means a detailed plan setting out all Maintenance Work to be carried out by the Developer during the Maintenance Period in order to maintain, repair, monitor and test the Bridge Works and the Developer's Advertising Signs on the Bridge Works and Lift Maintenance;

**'Maintenance Work'** means the work which the Developer is or may be required to carry out under this Deed in order to maintain and repair the Bridge Works during the Maintenance Period, including Lift Maintenance, and includes any maintenance work described in **Attachment A** and **Attachment B**;

**'Moral Rights'** means each right defined as a 'moral right' in Part IX of the *Copyright Act 1968*;

**'Notice of Practical Completion'** means a notice under **clause 10.2(b)** by the RTA stating that Practical Completion of the Works has been achieved;

**'OH&S Plan'** means a detailed plan setting out the procedures and practices put in place to manage all occupational, health and safety and industrial issues that arise during construction of the Works and to ensure compliance with this Deed;

**'Practical Completion'** means that stage in the execution of the Works or any part or item of the Works, as applicable, under this Deed when:

- (a) the Works or any part or item of the Works (including any associated works necessary for public access), as applicable, have been completed and are ready for their intended public use and occupation, except for minor omissions and minor defects which:
  - (i) have been so identified on a list issued to the Developer by the RTA;
  - (ii) do not impede use of the Works by the public for the continuous safe passage of vehicular traffic and pedestrians;
  - (iii) will not prejudice the convenient and safe use of the Works during rectification; and

- (iv) the RTA's authorised representative determines that the Developer has reasonable grounds for not rectifying prior to public use and occupation;
- (b) the Inspection and Testing Plan has been complied with and any other tests necessary to be carried out and passed before the Works, or a part thereof, is used and occupied by the public have been carried and passed and all test results and conformance data identified in the Inspection and Testing Plan has been provided to the RTA;
- (c) all relevant Legislative Requirements in respect of the Works have been carried out or satisfied;
- (d) all documents, certifications and information required under the Deed, including under **Attachment F**, which, in the opinion of the RTA, are essential for the use, operation and maintenance of the Works have been supplied including all shop drawings and draft As-Built Drawings, all original manufacturers' or suppliers' warranties required by the Deed, all Approvals required to be obtained have been obtained from relevant Authorities and all other material as requested by the RTA; and
- (e) with the approval of the RTA, the Developer has commissioned into operation the Works including all plant incorporated into the Works and any traffic signalling equipment and demonstrated to the RTA that the commissioning has been successful;

**'Product Quality Summary'** means a summary of product quality records which:

- (a) indicates the lots or components or both, of the Works which have achieved full conformance with the requirements of this Deed; and
- (b) demonstrates how that full conformance was achieved;

**'Project Documents'** means the documents set out or identified in Schedule 2 of **Attachment F**;

**'Project Requirements'** mean the requirements including standard specifications, set out or identified in **Attachment A**;

**'Project Verification Certificate'** means each of the certificates set out in Schedules 4 to 8 of **Attachment F**;

**'Project Verifier'** means a suitably qualified independent consultant engineer, to be engaged by the Developer, at the Developer's cost, in accordance with **clause 8.1B**, to perform the Project Verifier Services;

**'Project Verifier Services'** means the services to be performed by the Project Verifier, as set out or identified in **Attachment F**;

**'Quality Plan'** means a detailed plan setting out the quality control measures to be implemented to ensure construction of the Works satisfies the requirements of this Deed;

**'REF'** means a review of environmental factors required to assist the determining authority in discharging its obligations under Part 5 of the EP&A Act;

**'Road'** means the road identified in **Item 5** of the **Schedule**;

**'Road Works'** means the road works described in **Attachment B** which comprise part of the Works;

**'Road Works Defects Liability Period'** means the Defects Liability Period in respect of the Stage 1 Road Works and Stage 2 Road Works, as applicable;

**'RTA Costs'** mean costs and expenses reasonably incurred by the RTA in connection with this Deed, as set out in **clause 12**;

**RTA Development Application** means a development application prepared by the Developer at its cost and lodged by the Developer on the RTA's behalf with the Minister for Planning as Consent Authority pursuant to SEPP No. 64, for the erection and display of the Developer's Advertising Signs on the Bridge Works for an initial period of 15 years or for an additional period not exceeding 15 years in accordance with **clauses 10.4A** and **10.4C**..

**RTA's Authorised Representative** means the authorised representative set out in **Item 7** of the **Schedule**;

**'Schedule'** means the Schedule of this Deed.

**'SEPP No. 64'** means State Environmental Planning Policy No. 64 – Advertising and Signage;

**'Stage 1 Road Works'** means the road works identified in **Attachment B** as the Stage 1 Road Works;

**'Stage 2 Road Works'** means the road works identified in **Attachment B** as the Stage 2 Road Works;

**Technical Directions** means an instruction issued by the RTA to implement and mandate a particular approach in a technical area which may contain technical directions or technical guidelines;

**'Traffic Control Plan'** means a detailed plan in accordance with the RTA's Traffic Control at Works Sites Manual;

**'Traffic Management Plan'** means a detailed plan indicating how the Works and traffic will be managed during construction of the Works so as to minimise traffic disruption and achieve public safety and compliance with this Deed;

**'Traffic Signals'** means the traffic signal works described in **Attachment B** which comprise part of the Works;

**'Works'** means all of the works described in **Attachment B**, including Road Works, Bridge Works, and Traffic Signals, as modified following any assessment or determination under **clause 2** or **clause 6** or any other modification agreed between the parties, to be designed and constructed in accordance with the Deed, including **Attachment F**, but does not include the Developer's Advertising Signs.

## 1.2 Interpretation

- (a) clause headings are for convenience only and will be ignored in the interpretation of the Deed;
- (b) references to a party include the successors and permitted assigns of that party;
- (c) words importing the singular include the plural and words importing the plural include the singular;
- (d) words importing a person include a corporation, firm or body corporate;
- (e) nothing contained in the Deed will be deemed or construed as creating the relationship of partnership or agency;
- (f) references to a month mean a calendar month;
- (g) references to the Works or any parts or items of the Works being required to be fit for their intended purpose(s) means that the Works or any parts or items of the Works (as the case may be) are required to be fit for their intended purposes in terms of design, construction, use, occupation and functionality as contemplated by:
  - (i) the Deed;
  - (ii) the Developer's Development Consent;
  - (iii) all standards set by the RTA (including Technical Directions and RTA QA DCM Specifications), Australian Standards and AUSTROADS standards;
  - (iv) industry best practice; and
  - (v) Legislative Requirements.
- (h) references to any document include any permitted amendment, supplement to or replacement or novation of the document;
- (i) references to any legislation or to any section or provision of any legislation includes any:
  - (i) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; and
  - (ii) ordinances, by-laws, regulations and other statutory provisions substituted for that legislation, section or provision;
- (j) no waiver of any breach of the Deed or of any of its terms will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed, and no waiver of any breach will operate as a waiver of any other breach or subsequent breach;
- (k) other grammatical forms of defined words or expressions have corresponding meanings;



- (l) 'including' and similar expressions are not words of limitation;
- (m) documents which are hyperlinked to the Deed do not form part of the Deed; and
- (n) hyperlinks are included for ease of reference only and may become lost or be inaccurate.

## **2. Environmental Assessment**

### **2.1 Developer to obtain**

Subject to this **clause 2**, the Developer must obtain all Approvals required to carry out the Works in accordance with this Deed.

### **2.2 Acknowledgments**

The parties acknowledge and agree that:

- (a) the Works will be assessed by the RTA under Part 5 of the EP&A Act and that assessment will result in a determination that, for the purposes of the EP&A Act, either:
  - (i) the Works may not proceed; or
  - (ii) the Works may proceed; and
- (b) the determination may:
  - (i) modify the Works;
  - (ii) impose conditions on the Works; or
  - (iii) do both things referred to in **paragraphs (i) and (ii)**.

### **2.3 Environmental Assessment of Works**

- (a) The Developer must within the earliest to expire of:
  - (i) a reasonable time after the date of this Deed; and
  - (ii) 20 Business Days of receipt of a notice from the RTA,procure and provide to the RTA a draft REF for the Works.
- (b) The Developer must promptly provide to the RTA such further information and all reasonable assistance as the RTA may reasonably require in order to carry out its responsibilities and obligations under Part 5 of the EP&A Act and, in the absence of the provision of such information, within 20 Business Days of the RTA's request in writing for the same to the Developer, the RTA may in its discretion either suspend its determination or determine, for the purposes of the EP&A Act, that the whole or any part of the Works should not proceed.

- (c) Subject to the Developer's compliance with **paragraphs (a) and (b)**, the RTA will duly consider the environmental impacts of the Works and otherwise comply with the requirements of Part 5 of the EP&A Act and will make a determination under that Part.

## 2.4 Notification of Determination

- (a) The RTA must within five Business Days of determination under Part 5 of the EP&A Act provide a copy of the determination to the Developer.
- (b) A determination under this clause that the Works may proceed for the purposes of the EP&A Act does not constitute any other Approval that may be required to be obtained from the RTA or any other person or body under this Deed or at Law, and any condition on any such determination does not limit any other power or discretion of the RTA under this Deed or at Law.
- (c) Without limiting **paragraph (b)**, the Developer must comply with **clause 6** and must satisfy the matters referred to in **clause 7**.
- (d) In the event that the determination made under Part 5 of the EP&A Act is that the Works should not proceed then the RTA must advise the Developer of the reasons for that determination and the Developer may in its discretion submit an amended proposal for the Works and an amended REF for consideration and determination by the RTA and the provisions of this **clause 2** will apply to that amended REF which will be determined by the RTA.

## 3. RTA authorisation under Roads Act

Subject to **clause 2**, the RTA:

- (a) authorises the Works under the Act (including pursuant to sections 64(1), 87(1), 138 and 253 of the Act) and consents to the Developer and its authorised employees and contractors carrying out the Works within, over or across the Road and road reserves applicable to the Road in accordance with the Act subject to the terms of this Deed;
- (b) authorises the erection of the Developer's Advertising Signs on the Bridge Works subject to the Developer being granted a Development Consent by the Minister for Planning to do so;
- (c) grants a licence to the Developer for a period of 15 years from the Date of Practical Completion of all of the parts and items of the Bridge Works to:
  - (i) display the Developer's Advertising Signs on the Bridge Works, subject to **paragraph (b)** above; and
  - (ii) to access and enter onto the Bridge Works for the purpose of carrying out the Maintenance Work on the Bridge Works and the Developer's Advertising Signs during the Maintenance Period; and

- (d) will grant a licence for a further maximum period of 15 years upon expiry of the licence referred to in **clause 3(c)** if a further Development Consent for the display of the Developer's Advertising Signs on the Bridge Works is granted by the Minister for Planning for an additional term of 15 years (or such lesser period) in accordance with this Deed; and
- (e) will grant a licence in accordance with paragraphs (c) – (d) above to any successors and permitted assigns of the Developer.

## 4. Security

### 4.1 Purpose

Within ten Business Days after the date of this Deed or such later date agreed to by the RTA's Authorised Representative, but in any event before commencing the Works, the Developer must lodge with the RTA five Approved Securities respectively for the various amounts stated in **Item 9** of the Schedule, (comprising Items 9A-9E), for the purpose of ensuring the due and proper performance of the obligations under the Deed

### 4.2 Increase in Approved Security

- (a) If at any time the RTA considers that the cost of performing the Works and the other obligations of the Developer under this Deed is likely to be greater than the Estimated Cost of the Works:
  - (i) the RTA's Authorised Representative may revise the Estimated Cost of the Works and give the Developer a written request to increase the Approved Securities provided under **clause 4.1** by the difference between the amount of security provided under **clause 4.1** and the revised cost of the Works; and
  - (ii) the Developer must within ten Business Days after receiving that request provide the RTA with such increased security by lodging replacement Approved Securities or additional Approved Securities so that the total of security held by the RTA is for an amount not less than the revised Estimated Cost of the Works.
- (b) The Developer must, if requested, provide prompt assistance to the RTA's Authorised Representative to allow the RTA to review the Estimated Cost of the Works for the purposes of **paragraph (a)**.

### 4.3 Retention and return of Approved Securities

Subject to **clauses 4.4, 10.2, 10.3 and 11.5**, the RTA must return each of the respective Approved Securities to the Developer as follows:

- (a) the RTA must return the Approved Security for the amount stated in **Item 9A** of the Schedule to the Developer within 21 Business Days after the Date of Practical Completion of the Stage 1 Road Works;

- (b) the RTA must return the Approved Security for the amount stated in **Item 9B** of the Schedule to the Developer within 21 Business Days after the Date of Practical Completion of the Stage 2 Road Works;
- (c) the RTA must return the Approved Security for the amount stated in **Item 9C** of the Schedule to the Developer within 21 Business Days after the expiration of the Road Works Defects Liability Period;
- (d) the RTA must return the Approved Security in the amount stated in **Item 9D** of the Schedule to the Developer within 21 Business Days after the Date of Practical Completion of the Bridge Works; and
- (e) the RTA must return the Approved Security for the amount stated in **Item 9E** of the Schedule to the Developer within 21 Business Days after the expiration of the Bridge Works Defects Liability Period.

#### 4.4 Security for Defects Liability

The RTA will be entitled to retain each Approved Security referred to in **Item 9C** and **Item 9E** of the Schedule as security for rectification of defects during the Road Works Defects Liability Period and Bridge Works Defects Liability Period respectively.

### 5. Nature of Contract

#### 5.1 General

- (a) The Developer must finance, design and construct the Works and perform its other obligations under this Deed at its own cost without contribution from the RTA.
- (b) The Developer must maintain the Bridge Works at its own cost without contribution from the RTA.
- (c) The Developer will remain responsible for, and bear all the costs of, financing, designing, constructing and maintaining the Bridge Works on the terms set out in this Deed, including the Lift Maintenance, subject to the limitations noted in **clause 5.1A**.

##### 5.1A Limit on Maintenance Period

- (a) If the Developer is not granted a Development Consent to erect and display the Developer's Advertising Signs on the Bridge Works, the Developer must still maintain the Bridge Works on the terms set out in this Deed for a period of 15 years from the Date of Practical Completion.
- (b) If the Developer is granted a Development Consent to erect and display the Developer's Advertising Signs on the Bridge Works for a period of 15 years from the Date of Practical Completion of all of the parts and items of the Works, and the Developer is unable to obtain a subsequent Development Consent for the display of the Developer's Advertising Signs for a further period of 15 years, then the Developer's obligation to

maintain the Bridge Works on the terms set out in this Deed shall be limited to a period of 15 years from the Date of Practical Completion.

- (c) If the Developer is granted a Development Consent to erect and display the Developer's Advertising Signs on the Bridge Works for an initial period of 15 years from the Date of Practical Completion of all of the parts and items of the Works, and the Developer is granted a subsequent Development Consent for the display of the Developer's Advertising Signs for a further period not exceeding 15 years, then the Developer's obligation to maintain the Bridge Works on the terms set out in this Deed shall be limited to the total combined period for which the Developer's Advertising Signs are erected and displayed on the Bridge Works.

## 5.2 All risks

The Developer accepts all risks associated with the obligations in **clauses 5.1, 10.4A, 10.4B, 10.4C and 10.4D** including the risk that the final cost of the Works is more than the Estimated Cost of the Works and the risk of changes to the Works necessary to comply with this Deed.

## 6. Design

### 6.1 Design Obligations

The Developer must:

- (a) provide the RTA with a detailed design for the Works for consideration and acceptance with the REF and other documentation under **clause 2.3**;
- (b) perform the Design Obligations and produce the Design Documents to accord with the Project Requirements and Approvals, including those required by **clause 2** and **Attachment F**;
- (c) ensure that the Design Obligations are performed with due skill, care and diligence and by personnel who are suitably qualified and experienced, including the Project Verifier;
- (d) ensure that each Design Document which is a drawing or a specification is endorsed with a certificate from the Project Verifier in accordance with the Project Verifier Services; and
- (e) ensure that the Design Documents are fit for the construction of the Works.

### 6.2 Review Process

- (a) The Developer must:
  - (i) following satisfaction of all of the obligations under **clause 2**, provide to the RTA for review one electronic copy and at least two hard copies of the Design Documents (with all drawings to be A3 in size) produced by the Developer and reviewed by the Project

Verifier in accordance with **Attachment F**, in a form acceptable to the RTA, before they are issued to tenderers or proposed contracting parties and in any event, not less than 21 Business Days before the work contained in those documents is proposed to be commenced;

- (ii) where a document submitted by the Developer to the RTA is amended after being considered by the RTA and reviewed by the Project Verifier in accordance with **Attachment F ('Amended Design Document')**, submit one electronic copy and at least two hard copies of the Amended Design Document (with all drawings to be A3 in size) to the RTA for the RTA's consideration; submit an Amended Design Document to the RTA for consideration no later than 15 Business Days, or such other time as the parties may agree in writing, prior to the date that the Developer proposes that the Works or any part of the Works to which the Amended Design Document relates will commence.
- (b) The RTA must notify the Developer within 20 Business Days of receipt of Design Documents under **paragraph (a)(i)** whether the RTA considers that the Design Documents comply with this Deed and are acceptable to the RTA. If the RTA considers that the Design Documents do not comply with this Deed and are not acceptable to the RTA, the RTA must so advise the Developer and give reasons.
- (c) The RTA must notify the Developer within ten Business Days of receipt of any Amended Design Document under **paragraph (a)(ii)** whether the RTA considers that the Amended Design Document complies with the Deed and is acceptable to the RTA. If the RTA considers that the Amended Design Document does not comply with the Deed and is not acceptable to the RTA, the RTA must so advise the Developer and give reasons.

### 6.3 RTA not liable for checking

The RTA is not responsible or liable for checking or not checking Design Documents for errors, omissions or compliance with this Deed even if the Design Documents are acceptable to the RTA.

### 6.4 Obligations unaffected

The Developer acknowledges that the obligations in **clause 6.1** and the Design Obligations will remain unaffected despite:

- (a) the Developer carrying out preliminary design or specification work which may be included in the Project Requirements;
- (b) any receipt, review, comment or direction on a Design Document (including an Amended Design Document) by the RTA;
- (c) any information given by the RTA to the Developer; or
- (d) any change to Works necessary to comply with the Deed.

## 7. Commencement of the Works

### 7.1 Preconditions to commencement

The Developer must not commence construction of the Works or any part of the Works until it has:

- (a) obtained all Approvals necessary to start construction of the Works including those required under **clause 2** and the issue of an authorisation letter, issued by the RTA's Authorised Representative, including a road occupancy approval, from the RTA;
- (b) obtained the relevant notices from the RTA under **clause 6.2** that the RTA considers that the Design Documents and Amended Design Documents (as the case may be) for the Works or for any parts or items of the Works, if proposed to be constructed in stages, comply with the Deed and are satisfactory to the RTA;
- (c) obtained written confirmation from the RTA that it has complied with any other conditions required by the RTA, including a condition that the Developer has provided to the RTA an Environmental Management Plan, OH&S Plan, Quality Plan, Inspection and Testing Plan, Traffic Control Plan and Traffic Management Plan together with the relevant Project Verification Certificates from the Project Verifier, issued in accordance with **Attachment F**, certifying that each of the plans and Project Documents comply with the Deed and are suitable for their intended purpose;
- (d) provided the requisite Approved Securities to the RTA in accordance with **clause 4** and anything else required to be provided under the Deed prior to commencement of the Works;
- (e) provided to the RTA a Construction Program, in accordance with **Attachment F**, for RTA's prior written approval;
- (f) given to the RTA's Authorised Representative at least ten Business Days written notice of the Developer's intention to start construction; and
- (g) received, and provided to the RTA, the relevant Project Verification Certificate(s) from the Project Verifier issued in accordance with **Attachment F**.

The RTA may delay in issuing an authorisation letter for the commencement of the Works if any of the requirements under this Deed, including **Attachment F**, have not been satisfied or the Works will coincide with other works, road occupancies or peak traffic flows which the RTA considers will cause undue disruption to traffic.

### 7.2 Appointment of Contractor

The Developer must ensure that:

- (a) Traffic Signals are only constructed by a contractor that, at the time of engagement, is prequalified for those works under the RTA's



Prequalification Scheme for Construction Industry Contractors current at that time, unless otherwise agreed in writing by the RTA;

- (b) to the extent requested by the RTA, other work is constructed by a contractor that, at the time of engagement, is prequalified at a level and class appropriate for that work under such prequalification scheme;
- (c) such contractors are suitably experienced in constructing similar works;
- (d) the Developer and such contractors comply with the NSW Government Code of Practice for the Construction Industry and associated Implementation Guidelines;
- (e) the names of proposed contractors and subcontractors are submitted to the RTA for prior written approval;
- (f) in the case of work constructed by a non-prequalified contractor, the work is not commenced until the RTA has approved the contractor under **paragraph (e)**;
- (g) all requisite insurances have been effected by the proposed contractor; and
- (h) the proposed contractor is engaged by the Developer under terms and conditions that ensure the contractor will satisfy the Developer's obligations to the RTA under the Deed.

### 7.3 Principal contractor

- (a) For the purposes of Chapter 8 of the Occupational Health and Safety Regulation 2001 (NSW) (**OH&S Regulation**) the RTA:
  - (i) as and when the Developer engages its main contractor to carry out the Works, appoints the Developer's main contractor as the principal contractor for executing the Works; and
  - (ii) authorises the Developer's main contractor to exercise such authority of the RTA as is necessary to enable the Developer's main contractor to discharge the responsibilities imposed on a principal contractor by Chapter 8 of the OH&S Regulation.
- (b) The Developer must ensure that its main contractor acknowledges its obligations and responsibilities under this clause and must also ensure that its main contractor complies with these obligations and responsibilities.
- (c) If the Developer's main contractor fails to comply with any of its obligations and responsibilities referred to in **paragraph (b)**, the RTA may have those obligations and responsibilities carried out by the RTA or by others and the cost incurred by the RTA in having those obligations and responsibilities carried out will be a debt due from the Developer to the RTA.



- (d) The Developer indemnifies the RTA from and against any damage, expense, loss, liability or claim by or against the RTA arising out of or in connection with a failure by the Developer's main contractor to comply with its obligations and responsibilities referred to in **paragraph (c)**.
- (e) The Developer must, when requested by the RTA, provide the RTA with a copy of the site specific occupational health and safety management plan, subcontractors' safe work method statements and other registers, records and documents that the Developer's main contractor is required to prepare and maintain in connection with its obligations and responsibilities as if it were the principal contractor under Chapter 8 of the OH&S Regulation.
- (f) If at any time during the construction of the Works, the Developer's main contractor ceases to be the main contractor, for any reason, the Developer must discharge the obligations and responsibilities imposed on a principal contractor by Chapter 8 of the OH&S Regulation as if it had been appointed as principal contractor under Chapter 8 of the OH&S Regulation for the carrying out of the Works. The preceding provisions of this **clause 7.3** will apply to the Developer as if the words "Developer's main contractor" are replaced with the word "Developer".

## 8. Construction

### 8.1 Carrying out the Works

The Developer must, in undertaking the Works, ensure that:

- (a) the Project Requirements are complied with at all times;
- (b) the Works are carried out in accordance with the Design Documents and any Amended Design Document which the RTA has notified the Developer comply with this Deed and are acceptable to the RTA pursuant to **clause 6**;
- (c) the Works are carried out in compliance with:
  - (i) all Legislative Requirements affecting the Works, including environmental, workers' compensation and occupational health and safety legislation;
  - (ii) all requirements of other relevant Authorities;
  - (iii) the conditions of all Approvals for the Works; and
  - (iv) the Quality Plan, OH&S Plan, Environmental Management Plan, Maintenance Plan, Inspection and Testing Plan, Traffic Control Plan and Traffic Management Plan;
- (d) any direction (including a direction to immediately stop work) and additional requirement of the RTA given from time to time are complied with;

- (e) water, debris or silt is prevented from collecting in or adjacent to the Works as a result of any activity associated with the Works;
- (f) it does not disturb traffic flow at the site of the Works, except in accordance with the Traffic Management Plan or with the prior approval of the RTA's Authorised Representative;
- (g) the RTA is kept fully informed of progress and of any event that may affect traffic movements or other activities within or adjacent to the Works;
- (h) all safety devices, traffic control, barricades, signs and warnings required by the RTA or which are necessary or desirable for the protection of people or property are provided;
- (i) people authorised by the RTA are freely allowed to inspect the Works and access all information and records relating to the Works, including traffic control arrangements and test and survey results and Lift Maintenance Works;
- (j) noise, vibration and dust is minimised or avoided;
- (k) no explosives are used in relation to any part of the Works without the prior written approval of the RTA;
- (l) delay to the RTA in providing the completed Works to the public to RTA's satisfaction is minimised;
- (m) the Works are carried out expeditiously and proceed continuously until Practical Completion in accordance with the Construction Program approved by the RTA prior to commencement of construction of the Works under **clause 7.1(e)** or any subsequently amended Construction Program which may be approved by the RTA in writing;
- (n) at all times it acts in a lawful manner in the performance of the Works;
- (o) the safety and welfare of all people, including members of the public and road users, who may be affected by the Works or the Developer's undertaking of the Works are maintained;
- (p) it fully co-operates and liaises with the RTA and its contractors, employees and agents working in the vicinity of the Works;
- (q) it carefully coordinates and interfaces the Works with any works being carried out by the RTA or another Authority and their contractors, employees and agents;
- (r) it carries out the Works so as to avoid interference with or disruption to or delay of the work of the RTA or another Authority and their contractors, employees and agents;
- (s) it monitors the progress of work being performed by the RTA, another Authority and their contractors, employees and agents and notifies the RTA of any interface or sequence activities which may affect the commencement, progress or completion of any aspect of the Works;

- (t) a report is immediately sent to the RTA's Authorised Representative of any injury to a person suffered while carrying out the Works or while being on Site and of any claims made pursuant to workers' compensation insurance while on Site and assist the RTA to promptly investigate and monitor the incident with a view to potential future claims being made against the RTA;
- (u) all subcontractors and workers engaged by the Developer on the Works are fully paid money properly due and payable to them in connection with the Works under relevant awards, contracts and enterprise agreements; and
- (v) the RTA is provided with any additional information and material relevant to the performance of the Developer's obligations under this **clause 8.1**, if requested in writing by the RTA's Authorised Representative, including information relating to traffic control, records, test, survey results for the Works and any other relevant information held or received by the Developer from time to time;
- (w) the Works are carried out in accordance with **Attachment F**; and
- (x) the Project Verifier performs the Project Verifier Services.

#### **8.1A Engagement of Independent Structural Engineer**

- (a) The Developer must engage an independent structural engineer experienced in bridge construction and maintenance and experienced in the installation, maintenance and repair of lifts on pedestrian bridges, and be eligible for corporate membership of the Institution of Engineers Australia and approved by the RTA to certify the structural safety and operational condition of the Lifts and the strength and durability and the adequacy of protective surfacing on metal components and wearing surfaces at each of the following times:
  - (i) at Practical Completion of all of the parts and items of the Bridge Works;
  - (ii) 12 months after Practical Completion of all of the parts and items of the Bridge Works; and
  - (iii) thereafter provide such certification pursuant to inspections at maximum intervals of two years, with agreed timetables for any rectification works required, except that if any inspection reveals any significant defect then special inspections must be carried out at maximum intervals of 12 months after such inspection until the end of the Maintenance Period.
- (b) The Developer must provide copies of each inspection report to the RTA within 14 Business Days of such inspection.

#### **8.1B Engagement of Project Verifier**

- (a) The Developer must engage a suitably qualified independent consultant engineer, being a Chartered Engineer registered with the Institution of

Engineers Australia, to be engaged by the Developer, at the Developer's cost, to perform the Project Verifier Services including certification that the quality of the work and the materials incorporated into the Works are in accordance with the Design Documents and the RTA's QA Specifications, as detailed in **Attachment F**.

- (b) The Project Verifier must:
  - (i) act independently of the RTA, the Developer and its contractors;
  - (ii) be familiar with and experienced in using the RTA's QA Specifications; and
  - (iii) hold appropriate professional indemnity insurance to the reasonable satisfaction of the RTA's Authorised Representative.
- (c) The Developer must provide the Project Verifier with all information and documents and allow the Project Verifier:
  - (i) to perform the Project Verifier Services;
  - (ii) to attend any meetings in connection with the Works;
  - (iii) access to any site upon which the Works are carried out; and
  - (iv) to audit the records of the Developer and its contractors,

all as may be necessary or reasonably required by the Project Verifier to allow the Project Verifier to perform the Project Verifier Services.
- (d) The Developer may appoint the same person as both the independent structural engineer identified in **clause 8.1A** and the Project Verifier, in respect of the Works, subject to the RTA's prior agreement.
- (e) The Developer must, prior to the execution of this Deed, provide the RTA with a draft copy of the Developer's proposed terms of engagement for the Project Verifier, for the RTA's consideration and consent, prior to any such engagement taking place, subject to **clause 8.1B(f)** of this Deed.
- (f) If the same person appointed by the Developer to act as independent structural engineer is also appointed as Project Verifier, pursuant to **clause 8.1B(d)** of this Deed, then a copy of those terms of appointment must be provided to the RTA for its consideration and consent, prior to the execution of this Deed.

## 8.2 Testing

The Developer must carry out all necessary tests on the Works as required by this Deed, including **Attachment F**, and comply with the Inspection and Testing Plan. The Developer must give the RTA at least three Business Days prior written notice of the date, time and location of any testing to be undertaken to allow an RTA Authorised Representative to attend. All testing required pursuant to this Deed will be carried out at the Developer's cost.

### 8.3 Defects rectification

The Developer must promptly, and in any event within the time frame referred to in **clause 10.2(b)(iii)**, rectify defects or other non conforming work which become apparent during construction of the Works or before the end of the Defects Liability Period in accordance with the requirements of the Deed.

## 9. Modifications

### 9.1 Modifications Only by Agreement

The Developer must not make any modification to the Works (including during the Maintenance Period) without the prior written agreement of the RTA's Authorised Representative.

### 9.2 Effect on Estimated Cost of the Works

For the purposes of **clause 4.2**, the estimated value of a modification may be taken into account by the RTA's Authorised Representative in revising the Estimated Cost of the Works.

## 10. Practical Completion

### 10.1 Developer to Notify

The Developer must:

- (a) give the RTA written notice of not less than 20 Business Days, unless **Item 8** states otherwise, before it anticipates achieving Practical Completion of any part or item of the Works or all of the Works (as the case may be); and
- (b) provide notice to the RTA when it considers that Practical Completion has been achieved, such notice must include the following details in relation to each item of the Works:
  - (i) any defects identified to date;
  - (ii) reports on preliminary commissioning of the services and installations;
  - (iii) compliance with the Inspection and Testing Plan and the provision of all required test results and conformance data;
  - (iv) Approvals;
  - (v) a certificate from the independent structural engineer engaged by the Developer in accordance with clause 8.1A(i);
  - (vi) any relevant Project Verification Certificates as required pursuant to **Attachment F**; and

- (vii) a comprehensive list of all items that require rectification or completion to achieve Practical Completion.

## 10.2 RTA to Inspect and Give Notice

The RTA must:

- (a) promptly, and in any event no later than five Business Days after receiving the Developer's written notice under **clause 10.1(b)** or a notice under the final paragraph of this **clause 10.2** (as the case may be), inspect the Works; and
- (b) if satisfied that Practical Completion has been achieved, issue a notice to the Developer:
  - (i) stating the date upon which the RTA determines Practical Completion was achieved;
  - (ii) containing a list of any minor defects and minor omissions of the type described in **paragraph (a)** of the definition of 'Practical Completion' in **clause 1.1**; and
  - (iii) stating the time frame within which those defects and omissions identified must be rectified; or
- (c) if not satisfied that Practical Completion has been achieved, issue a notice to the Developer containing a comprehensive list of all items that the RTA considers necessary to be completed to achieve Practical Completion.

If the RTA issues a notice under **paragraph (c)** the Developer must proceed to bring the Works to Practical Completion and thereafter when it considers it has achieved Practical Completion it will give the RTA written notice to that effect after which this **clause 10.2** will reapply.

## 10.3 Unilateral Issue of Practical Completion Notice

If at any time a notice required to be given by the Developer to the RTA under either of **clauses 10.1** or **10.2** is not given by the Developer yet the RTA is of the opinion that Practical Completion of any part or item of the Works or all of the Works (as the case may be) has been achieved, the RTA may issue a Notice of Practical Completion under **clause 10.2(b)**.

## 10.4 Hand over of Works

Upon the RTA being satisfied that Practical Completion has been achieved in accordance with this **clause 10**:

- (a) the Developer must correct all defects listed in any Notice of Practical Completion issued by the RTA under **clause 10.2(b)** within the timeframes stated in the Notice of Practical Completion;
- (b) the Developer must commence the Maintenance Work in accordance with the Maintenance Plan for the duration of the Maintenance Period;

- (c) the Developer must hand over the Works or (if staged) the completed parts or items of the Works (as the case may be) to the RTA or to any relevant Authority nominated by the RTA at any time notified by the RTA in writing between the Date of Practical Completion and the date of issue by the RTA of a notice referred to in **clause 10.2(b)**;
- (d) The hand over of the Works pursuant to **clause 10.4(c)** does not affect the Developer's obligations under this Deed to perform the Maintenance Work in accordance with the Maintenance Plan for the duration of the Maintenance Period. Prior to hand over of the Bridge Works at the end of any approved maintenance period, the Developer must replace the Lifts or refurbish the Lifts to new condition (as may be determined by the independent structural engineer pursuant to clause 8.1A(iii)) and provide the RTA with a twelve (12) month warranty on the replaced or refurbished Lifts, and ensure that the Lifts comply with any relevant certification and standards as current at that time, including ISO Certification, all relevant WorkCover requirements, Australian Standards and RTA Specification BLIFT. The Developer must also repaint the Bridge Works and associated structure in accordance with RTA specification B220 in relation to stripping and recoating paint protection of the steel members, at no cost to the RTA. All required Approvals to carry out this work must be sought and obtained by the Developer; and
- (e) Additionally, any relevant Project Verification Certificate(s) must be provided to the RTA by the Project Verifier, in accordance with **Attachment F** of this Deed.

#### 10.4A Developer's Advertising Signs

- (a) The parties expressly acknowledge and agree that:
  - (i) an RTA Development Application prepared by the Developer may be lodged with the Minister for Planning by the Developer on behalf of the RTA for the erection of the Developer's Advertising Signs on the Bridge Works, subject to the RTA Development Application complying with SEPP No. 64 and the RTA's Advertising Guidelines as current at that time, and subject to the Developer's Advertising Signs being fully accessible from the Bridge Works;
  - (ii) clause 14(1)(a) of SEPP No. 64 provides that a development consent granted under Part 3 of SEPP No. 64 ceases to be in force on the expiration of 15 years after the date on which the consent becomes effective or upon the expiration of a lesser period if so specified in the development consent; and
  - (iii) in accordance with clause 14(1)(a) of SEPP No. 64, any development consent granted by the Minister for Planning will expire at the end of the 15 year period, or any lesser period specified in the development consent, referred to in **clause 10.4A(a)(ii)**.
- (b) The Developer may lodge a further RTA Development Application with the Minister of Planning for the display of the Developer's Advertising

Signs on the Bridge Works for an additional term not exceeding 15 years, so long as that further RTA Development Application is consistent with the RTA Development Application for which Development Consent (if any) was originally granted for the Developer's Advertising Signs.

- (c) The Developer agrees that it shall not lodge any further RTA Development Applications or seek to modify the Development Consent granted for the additional term of 15 years referred to in **clause 10.4A(b)** to allow the display of the Developer's Advertising Signs on the Bridge Works for any additional period whatsoever.
- (d) The Developer shall remove, in accordance with **clause 10.4B**, the Developer's Advertising Signs from the Bridge Works at the end of the Maintenance Period, including all structures, electrical or other wiring, and machinery connected or used with the Developer's Advertising Signs and shall make good any damage to the Bridge Works caused by such removal at the cost of the Developer.
- (e) For the avoidance of doubt in terms of the operation of **clause 10.4A(d)**, the Developer shall remove the Developer's Advertising Signs from the Bridge Works in accordance with **clause 10.4B** upon expiration of the initial 15 year period under the Development Consent if the Minister for Planning refuses to grant development consent to the RTA Development Application for the additional term of 15 years referred to in **clause 10.4A(b)**.
- (f) Notwithstanding **clause 10.4A(d)** and **(e)**, the RTA reserves the right to request that the Developer not remove all or part of the Developer's Advertising Signs and associated infrastructure, as referred to in **clauses 10.4A(d)** and **10.4A (e)** and upon such request, the Developer's Advertising signs and any such associated infrastructure will vest in the RTA at no cost.
- (g) The RTA agrees that it will grant a further licence pursuant to **clause 3(d)** and **clause 10.4D** for the display of the Developer's Advertising signs on the Bridge Works, if the Developer is granted development consent in respect of the further RTA Development Application, such licence being for the additional term not exceeding 15 years (or such lesser term) allowed for the display of the Developer's Advertising signs by the development consent..

#### **10.4B Removal of Developer's Advertising Signs**

- (a) The Developer shall comply with any reasonable requirements of the RTA in connection with the removal of the Developer's Advertising Signs from the Bridge Works at the end of the Maintenance Period, including:
  - (i) measures to avoid or mitigate disturbance to traffic flow at the site of the Works, or to preserve the safety and welfare of all people, including members of the public and road users, who may be affected by the removal of the Developer's Advertising Signs, or to avoid disruption to or delay of the work of the RTA or another Authority or Consent Authority and their contractors, employees and agents;



- (ii) documents, certifications and information required which, in the opinion of the RTA, must be provided by the Developer, Approvals required to be obtained by the Developer from relevant Authorities or Consent Authority and all other material as requested by the RTA; and
  - (iii) Legislative Requirements in respect of the removal of the Developer's Advertising Signs from the Bridge Works which must be carried out or satisfied.
- (b) The Developer must give the RTA written notice of not less than 20 Business Days before it anticipates completion of the removal of the Developer's Advertising Signs from the Bridge Works.
- (c) Within 21 Business Days after the Developer considers that it has completed the removal of the Developer's Advertising Signs from the Bridge Works, the Developer must give the RTA written notice that the Developer considers that it has completed the removal of the Developer's Advertising Signs from the Bridge Works.
- (d) The RTA must:
  - (i) promptly, and in any event no later than ten Business Days after receiving the Developer's written notice under **clause 10.4B(c)**, inspect the site of the removal of the Developer's Advertising Signs; and
  - (ii) if not satisfied that the Developer has completed removal of the Developer's Advertising Signs from the Bridge Works, issue a notice to the Developer containing a comprehensive list of all items that the RTA considers the Developer must carry out to complete the removal and stating the time frame within which the items identified must be completed; or
  - (iii) if satisfied with the removal of the Developer's Advertising Signs from the Bridge Works, issue a notice to the Developer to that effect.
- (e) If the RTA issues a notice under **clause 10.4B(d)(ii)**, the Developer must proceed to bring the removal of the Developer's Advertising Signs from the Bridge Works to completion and thereafter when it considers it has achieved completion of the removal it will give the RTA written notice to that effect after which this **clause 10.4B** will reapply.
- (f) Pursuant to **clause 10.4A (f)**, the RTA reserves the right to request that the Developer not remove all or part of the Developer's Advertising Signs and associated infrastructure from the Bridge Works and upon such request, the Developer's Advertising Signs and any such associated infrastructure will vest in the RTA at no cost.

#### 10.4C RTA Development Application

- (a) The Developer may lodge an RTA Development Application on the RTA's behalf with the Minister for Planning for the erection and display of the Developer's Advertising Signs on the Bridge Works pursuant to

**clause 10.4A**, subject to the Developer's Advertising Signs being fully accessible from the Bridge Works and subject to this clause.

- (b) The Developer must provide to the RTA a copy of the RTA Development Application and all associated documents for review and approval prior to the lodgement of the RTA Development Application with the Minister for Planning. The RTA must notify the Developer within 20 Business Days of receipt of the RTA Development Application whether it considers that the RTA Development Application complies with this Deed and is acceptable to the RTA. If the RTA considers that the RTA Development Application does not comply with this Deed and is not acceptable to the RTA, the Developer must amend the RTA Development Application in the manner notified by the RTA.
- (c) The Developer agrees that the lodgement of the RTA Development Application is subject to the following:
  - (i) the Developer being responsible for the preparation of the RTA Development Application, including all costs associated with its preparation and lodgement with the Minister for Planning, including any associated RTA costs;
  - (ii) the Developer ensuring that the RTA Development Application complies with SEPP No. 64 and the RTA's Advertising Guidelines, as current at that time; and
  - (iii) the Developer being responsible for all costs relating to any infrastructure on the Bridge Works required to support the Developer's Advertising Signs.

#### **10.4D Advertising Licence**

- (a) The RTA will grant a licence to the Developer permitting the Developer to erect, display, affix or exhibit on or to the exterior of the Bridge Works any sign, light, embellishments, advertisement name or notice so approved by the RTA in accordance with **clause 10.4A** and **clause 10.4C**
- (b) The Developer must first obtain the RTA's written consent to any advertising sign proposed to be erected by the Developer on the Bridge Works in accordance with the RTA's Advertising Guidelines having regard to the design, size, colour, materials, location, nature and content of any proposed signage to be erected, painted, displayed, affixed or exhibited by the Developer and such advertising sign must comply with SEPP No. 64.
- (c) The license granted under **clause 10.4D(a)** will be limited to a term or terms in respect of which the Developer has been granted development consent for the display of the Developer's Advertising Signs pursuant to **clause 10.4A**.

**10.4E [Not used]**

**10.4F [Not used]**

## 10.5 Effect of Notice of Practical Completion

A Notice of Practical Completion:

- (a) will not constitute approval by the RTA of the Developer's performance of its obligations under the Deed;
- (b) will not be taken as an admission or evidence that the Works comply with the Deed;
- (c) will not prejudice any rights or powers of the RTA; or
- (d) is only issued for the purposes of this Deed and is not a notice of practical completion of the Works as may be required to be issued under the contract entered into with the Developer's contractor to construct the Works.

## 10.6 As Built and Design Documents

The Developer must ensure that:

- (a) within 20 Business Days of issue of the Notice of Practical Completion the RTA is provided with all As-Built Drawings;
- (b) ownership of Intellectual Property Rights in all Design Documents and As-Built Drawings will vest in the RTA on or immediately after their creation;
- (c) to the extent that any such Intellectual Property Rights vest in the Developer, the Developer assigns those rights to the RTA;
- (d) to the extent that such Intellectual Property Rights vest in the Developer's contractors, employees or agents, the Developer must procure that those contractors, employees and agents assign those rights to the RTA; and
- (e) the Project Verifier complies with the Project Verification Services.

The Developer must execute all documents and do all acts and things required by the RTA for the purpose of giving effect to this clause.

## 10.7 Intellectual Property Warranty and Indemnity

The Developer warrants that the RTA's use of the Design Documents or As-Built Drawings will not infringe the Intellectual Property Rights of any person. The Developer agrees to indemnify the RTA, and keep the RTA indemnified from and against any loss, costs, expenses, demands or liability, arising out of a claim by a third party against the RTA alleging that the Design Documents or As-Built Drawings, or part of the Design Documents or As-Built Drawings, infringes any Intellectual Property Rights.

## 10.8 Moral Rights

The Developer must:

- (a) obtain in writing from its contractors, employees, subcontractors, the Project Verifier, and licensees all necessary, unconditional and irrevocable:
  - (i) consents permitted by applicable law, to any alterations to, or use of the existing intellectual property or intellectual property for the purpose of the Works that would otherwise infringe their respective Moral Rights in such intellectual property, whether occurring before or after the consent is given; and
  - (ii) waivers permitted by applicable law of their respective Moral Rights outside Australia,
 for the benefit of the RTA.
- (b) provide the RTA with copies of each written consent and waiver obtained under this clause, at the RTA's request, or within 14 Business Days of the date of this Deed, whichever occurs first; and
- (c) use its best endeavours to ensure that none of its contractors, employees, subcontractors or licensees institutes, maintains or supports any claim or proceeding for infringement of their Moral Rights by the RTA.

## 10.9 Dedication of Land

If requested by the RTA the Developer must:

- (a) grant an easement in favour of the RTA or its nominee in relation to any area of land surrounding the Road as identified in the Design Documents or as reasonably required by the RTA; and
- (b) dedicate land owned or to be acquired in connection with the Works by the Developer, as identified in **Item 11** or in the Design Documents, that is required by the RTA to be dedicated as public road or road reserve for the relevant part of the Works,

without any cost to the RTA.

## 10.10 Traffic signal works

Upon Practical Completion of the Works, title in any traffic signalling work that has been incorporated into the Works will pass to an authority nominated by the RTA or if directed by the RTA, in favour of the RTA.

# 11. Practical Completion Claim and Final Completion Claim

## 11.1 Claims

Within 45 Business Days after the issue of a Notice of Practical Completion in respect of each part or item of the Works (if staged) or in respect of all of the Works (as the case may be), the Developer must give the RTA notice of all liability, cost or expense which the Developer claims from the RTA in respect of any fact, matter or

thing arising out of, or in any way in connection with the Deed which occurred up to the date of issue of the Notice of Practical Completion.

## **11.2 Release after Practical Completion**

After the date for submitting the claim and notice under **clause 11.1** has passed, the Developer releases the RTA from any claim, liability, cost or expense in respect of any fact, matter or thing arising out of, or in any way in connection with the Deed which occurred prior to the Date of Practical Completion of that part or item of the Works (if staged) or in respect of all of the Works (as the case may be) except for any claim included in a claim or notice under **clause 11.1** which is given to the RTA within the time required by, and in accordance with the terms of, **clause 11.1**.

## **11.3 Final Claim and Notice**

Within 21 Business Days after the end of the Defects Liability Period for each part or item of the Works (if staged) or for all of the works (as the case may be), the Developer must give the RTA, in respect of that stage or item of the Works in accordance with **clause 4.3**, a final claim which must be for the applicable Approved Security held and all other amounts retained by the RTA and which must include notice of all liability, cost or expense which the Developer claims from the RTA in respect of any fact, matter or thing arising out of, or in any way in connection with the Deed which occurred during the Defects Liability Period for that stage or item of the Works.

The final claim and notice required under this **clause 11.3** are in addition to the other notices which the Developer must give to the RTA under this Deed in order to preserve its entitlements to make any such claims.

## **11.4 Release after Final Claim and Notice**

After the date for submitting the final claim and notice under **clause 11.3** has passed, the Developer releases the RTA from any claim, liability, cost or expense in respect of any fact, matter or thing arising out of, or in any way in connection with the Deed which occurred during the Defects Liability Period for that part or item of the Works (if staged) or for all of the Works (as the case may be), except for any claim included in a final claim or notice under **clause 11.3** which is given to the RTA within the time required by, and in accordance with the terms of, **clause 11.3**.

## **11.5 Final Certificate and Release of Approved Security**

- (a) The RTA must issue a final certificate within 21 Business Days after receipt of the final claim and notice under **clause 11.3** if:
  - (i) the Developer has lodged with the RTA a statutory declaration in the form set out in **Attachment D**;
  - (ii) the Developer has procured from each contractor engaged by the Developer to carry out that part or item of the Works (if staged) or all of the Works (as the case may be):

- (A) a statutory declaration that all subcontractors and workers engaged by the contractor have been paid all monies due and payable and received all entitlements accrued; and
  - (B) a written statement in the form approved under Part 5B of the *Pay-Roll Tax Act 1971*, for the purposes of section 31G of that Act and section 175B of the *Workers Compensation Act 1987*;
- (iii) the Developer has completed all its obligations under the Deed;
- (iv) the Defects Liability Period under this Deed in respect of that part or item of the Works (if staged) or in respect of all of the Works (as the case may be) has expired; and
- (v) there are no outstanding claims or disputes between the Developer and the RTA in respect of that part or item of the Works (if staged) or in respect of all of the Works (as the case may be).
- (b) The final certificate must set out the amount of the applicable Approved Security determined by the RTA as the amount finally due from the RTA to the Developer less any set-off by the RTA under this Deed.
- (c) If the final certificate shows money owing from the RTA to the Developer in respect of that part or item of the Works (if staged) or in respect of all of the Works (as the case may be), the RTA must within 21 Business Days after the date of the final certificate release that money to the Developer.
- (d) If the final certificate shows money owing from the Developer to the RTA:
  - (i) the Developer must pay the RTA the amount certified as payable by the Developer within 21 Business Days after the date of the final certificate; and
  - (ii) the RTA has no obligation to release the Approved Security or any other security held under the Deed until the Developer has paid the money due.

## 11.6 Right of Set-Off

The RTA may deduct from moneys or security otherwise due to the Developer:

- (a) any debt or other moneys due from the Developer to the RTA; and
- (b) any claim to money which the RTA may have against the Developer whether for damages or otherwise,

whether under the Deed or otherwise at law relating to the Works or any part or item of the Works.

## 11.7 Limitation

Moneys which the RTA is obliged under this Deed to release to the Developer must not exceed the amount of the balance then available of the respective Approved Securities under **clause 4.1**.

## 11A Maintenance Period

### 11A.1 General

- (a) Subject to **clause 11A.4**, the Developer must, at its own cost, carry out the Maintenance Work in accordance with the Maintenance Plan to the satisfaction of the RTA and promptly rectify any defects notified in writing by the RTA throughout the Maintenance Period. All maintenance work is to be verified by the Project Verifier in accordance with **Attachment F**.
- (b) Without limiting the Developer's obligations under **clause 8.1** or **clause 11A.1(a)**, the Developer must carry out the Maintenance Work so that:
  - (i) the Road at the site of the Works is at all times during the Maintenance Period open to the public for the safe, continuous and efficient passage of vehicles except as may be otherwise provided in any road occupancy approval issued by the RTA;
  - (ii) the design life of each part or item of the Bridge Works is maintained in accordance with the design life standards set by the RTA from time to time;
  - (iii) the Bridge Works are kept free of graffiti at all times and any graffiti is removed by the Developer or its representative within 24 hours;
  - (iv) landscaping around the Bridge Works is at all times kept well maintained;
  - (v) any Lift breakdown is attended to by the Developer or its representative within one hour of such notification (for emergency and/or trapped passenger(s));
  - (vi) the Lift is returned to service within four hours of notification of any breakdown or malfunction;
  - (vii) all major components in respect of Lift repairs are readily available to facilitate a rapid maintenance response, and minimise down time;
  - (viii) the Bridge Works are at all times kept clean and tidy and any litter is regularly removed;
  - (ix) the Bridge Works otherwise remain at all relevant times fit for their intended purposes as contemplated by this Deed;
  - (x) the requirements of the Maintenance Plan, Traffic Management Plan, Inspection and Testing Plan, and Environmental Management Plan are at all times met; and

- (xi) the requirements of the independent structural engineer under clause 8.1A and the Project Verifier in any Project Verification Certificate (s) are complied with.
- (c) Subject to any express term of this Deed to the contrary, the Developer must provide all work and materials necessary for the Maintenance Work whether or not they are expressly mentioned in this Deed.
- (d) Such work or materials must be undertaken and provided by the Developer at its own cost and will not entitle the Developer to make a claim for payment for such work or materials.
- (e) The Developer must at its cost maintain the Developer's Advertising Signs as part of the Maintenance Work during the Maintenance Period and such maintenance shall include the payment of electricity costs for any illumination of the Developer's Advertising Signs.

#### **11A.2 Ensure performance of RTA statutory functions**

- (a) The Developer acknowledges that RTA has, by virtue of the Act, *the Road Transport (General) Act 1999 (NSW)* and *the Road Transport (Safety and Traffic Management) Act 1999 (NSW)* certain functions and powers relating to the use and control of the Works.
- (b) In undertaking the Maintenance Work or modification of the Works the Developer must:
  - (i) not interfere or cause interference with the exercise or performance by the RTA of any of its functions or powers under the Act, *the Road Transport (General) Act 1999 (NSW)*, *the Road Transport (Safety and Traffic Management) Act 1999 (NSW)* or any other applicable Legislative Requirement except to the extent necessary for the proper performance by the Developer of the Maintenance Work subject to **clause 11A.4**; and
  - (ii) carry out the Maintenance Work or modification of the Works so as to ensure the proper performance of the functions imposed on the RTA under the Act, *the Road Transport (General) Act 1999 (NSW)*, *the Road Transport (Safety and Traffic Management) Act 1999 (NSW)* or any other applicable Legislative Requirement which are by virtue of this Deed to be performed by the Developer.

#### **11A.3 Road Occupancy**

Where the Developer proposes to perform any Maintenance Work or modification of the Works which will or is likely to obstruct or have the effect of restricting, closing, interfering with or obstructing the free flow of traffic on part of the Road, the Developer must lodge with the RTA's Authorised Representative:

- (a) an application for a road occupancy approval, providing all relevant details of the proposed Maintenance Work; and
- (b) a Traffic Control Plan.



#### 11A.4 RTA's Authorised Representative's Directions

Notwithstanding any road occupancy approval issued by the RTA, the RTA's Authorised Representative may at any time direct the Developer to temporarily cease any Maintenance Work or modification of the Works and to re-open the relevant part of the Road.

#### 11A.5 Urgent protection

- (a) During the Maintenance Period, the RTA may take any action necessary to:
  - (i) protect the Works, the surrounding environment, other property or people; or
  - (ii) keep the Road at the site of the Works open to the public for continuous, safe and efficient passage of vehicles,
 which the Developer must take but does not take after being so directed by the RTA's Authorised Representative.
- (b) The amount of any penalty, fine, damage, expense, loss or liability which the RTA suffers or incurs arising out of or in connection with:
  - (i) the taking of any action contemplated in this clause; or
  - (ii) the Developer's failure to take such action,
 will, except to the extent prohibited by law, be a debt due from the Developer to RTA.

#### 11A.6 Performance of Maintenance Work

- (a) Without limiting **clauses 11A.1** and **11A.2**, in performing the Maintenance Work or modification of the Works, the Developer must:
  - (i) minimise the impact of the performance of the Maintenance Work or modification of the Works on motorists and other users of the Works, the Road and any access;
  - (ii) coordinate its activities so as to ensure that no unnecessary interference is caused to members of the public or the operations of RTA or other Authorities;
  - (iii) do all things and take all measures necessary to protect people and property; and
  - (iv) prevent nuisance, unreasonable noise and disturbance and comply with the requirements of all Authorities; and
  - (v) ensure that the Project Verifier complies with **Attachment F**.
- (b) Without limiting **clause 11A.1**, the Developer warrants that it will:

- (i) perform the Maintenance Work or modification of the Works using the workmanship and materials required by this Deed and which are fit for their purpose; and
- (ii) if, in the performance of the Maintenance Work or modification of the Works, it is required to replace any worn, failed or defective parts, the replacement parts will be:
  - (A) of equal quality to those required under this Deed; and
  - (B) fit for their intended purpose.
- (c) The Developer must take all reasonable precautions to avoid obstruction and damage to any property and services arising out of the performance of Maintenance Work or modification of the Works.
- (d) If any damage is caused by the Developer, its employees, agents or subcontractors or any employee of an agent or subcontractor to any property or service, the Developer must promptly make good the damage at its own cost and pay any compensation payable in connection with the damage.
- (e) Upon completion of any Maintenance Work or modification of the Works, the Developer must promptly and in a good and workmanlike manner remove all temporary protection measures installed in connection with it.

#### **11A.7 Completion of Maintenance Period**

At least 21 Business Days before the end of the Maintenance Period, the Developer must give the RTA a handover maintenance report on the Bridge Works detailing the operational and maintenance regime including installation, operational sequence, fault rectification procedures, supplier details, warranties and maintenance schedules to assist with seamless handover to the RTA, including confirmation that the Lifts have been replaced or reconditioned (as applicable under **clause 10.4(d)**) and the Bridge Works repainted, in accordance with **clause 10.4**, certification by the independent structural engineer in accordance with **clause 8.1A(a) (iii)**, and any Project Verification Certificate(s) in accordance with **Attachment F**.

#### **11A.8 Extension of Maintenance Period**

If the Developer obtains a further Development Consent for the additional term not exceeding 15 years for the Developer's Advertising Signs pursuant to **clause 10.4A(b)**, the Maintenance Period will be extended for the duration of the additional term provided for in that further Development Consent.

### **12. RTA Costs**

#### **12.1 Developer liable to pay**

The Developer must pay the RTA Costs, including:

- (a) the RTA's costs (internal and external) in reviewing Design Documents and providing Approvals and any other consents, conditions or directions under the Deed;
- (b) the RTA's project management costs for co-ordinating activities associated with the Works and liaising with the Developer;
- (c) the cost of surveillance and associated administration of surveillance of the Works;
- (d) legal costs and expenses (on a solicitor and client basis) associated with the preparation, administration, enforcement and termination of this Deed;
- (e) costs associated with any review of the likely environmental impact of the Works required under the [EP&A Act](#), assessment reports, determinations and any environmental impact statement required under the [EP&A Act](#) and costs associated with community consultation, participating in a commission of inquiry, complying with other Legislative Requirements, appealing or prosecuting any appeal and any other costs payable to an Authority to discharge the obligations under the [EP&A Act](#);
- (f) the replacement cost of any material, equipment, stock or other item used or supplied by the RTA;
- (g) the cost of repairs or replacement of any road or associated infrastructure damaged:
  - (i) by the Developer or its employees, contractors or persons under the control of any of them; or
  - (ii) attributed to damage caused by performance by the Developer of its obligations under the Deed,
 except to the extent that the repair or replacement is the result of an act or omission for which the RTA is liable to the Developer at common law;
- (h) the cost of remedying a breach of this Deed by the Developer;
- (i) costs of emergency or special traffic control measures required by the RTA; and
- (j) if required in **Item 4** of the **Schedule**, the capitalised amount of the estimated maintenance costs of the Works for the period set out in **Item 4**, agreed by the parties and set out in **Item 4**.

The Developer must pay the Estimated RTA Costs under **clauses 12.1(a) and (b)** as stated in **Item 10** within ten Business Days of execution of the Deed.

## 12.2 Invoice

An itemised invoice of RTA Costs together with a certification from RTA's Authorised Representative that the RTA Costs incurred are true and accurate is sufficient evidence of RTA Costs unless a clear error has been made.

### 12.3 Payment

Subject to **clause 12.5**, an invoice for RTA Costs and interest accrued will be sent by the RTA to the Developer at not less than four weekly intervals. The Developer must pay the full amount of the invoice within ten Business Days from the date of the invoice, including any interest payable under **clause 12.4**.

### 12.4 Interest

The Developer must pay interest on any amount due to the RTA under this Deed but not paid at the rate stated in **Item 6** from the day the amount became due until the date of payment.

### 12.5 Deferral of capitalised maintenance costs

Payment of the RTA Costs referred to in **clause 12.1** will not be payable by the Developer until Practical Completion.

## 13. Liability and Indemnity

### 13.1 Indemnity

The Developer:

- (a) must defend and hold harmless, indemnify and keep indemnified the RTA and its employees, officers, agents and contractors from and against all claims, expenses, losses including consequential losses, damages and costs (including costs on a solicitor and client basis and whether incurred by or awarded against the RTA) that the RTA may sustain or incur as a result, whether directly or indirectly, of:
  - (i) any breach of this Deed by or act or omission of the Developer; or
  - (ii) any injury or death to any person including any injury or death to the employees, officers, agents and contractors of the Developer or the RTA; or
  - (iii) damage to or loss of any property including any damage to or loss of the Works or property of the Developer or the RTA, or
  - (iv) arising out of performance by the Developer of its obligations under this Deed including claims by a person who is not a party to this Deed, except to the extent caused or contributed to by the RTA, its contractors, employees and agents; and
- (b) acknowledges that:
  - (i) it, and not RTA, is responsible and liable for the carrying out of the Works, management of construction and programming of the Works in compliance with the provisions of this Deed; and

- (ii) RTA is relying on the advice, skill and judgment of the Developer and its consultants and contractors, including the Project Verifier, in:
  - (A) the correctness and suitability of the Design Documents;
  - (B) the performance of the Developer's obligations under this Deed;
  - (C) the carrying out of the Works;
  - (D) the adequacy of the plant and equipment to be used in the Works for the purposes of this Deed; and
  - (E) the performance of the Project Verifier Services.

### 13.2 No limitation

Without limiting the generality of **clause 13.1(b)(ii)**, the Developer must ensure that:

- (a) the processes and methods to be used for carrying out the Works will be completely suitable for the purposes for which they are required;
- (b) the Works are carried out in accordance with this Deed;
- (c) it will furnish efficient business administration, supervision and an adequate supply of workers and materials and perform its obligations in the best way and in the most expeditious and economical manner consistent with the best interests of the RTA; and
- (d) it will obtain for the benefit of the RTA all available product and work warranties from any suppliers, contractors and subcontractors in respect of equipment and materials used in the Works or assign such benefit to the RTA where the warranty is not in favour of the RTA.

### 13.3 RTA may remedy

The Developer agrees that:

- (a) if it fails to remedy any breach of this Deed within ten Business Days or as otherwise agreed by the parties after receiving a notice from the RTA requiring the Developer to remedy the breach, the RTA may remedy the breach at the cost of the Developer and will be entitled to set-off the cost of remedying the breach under **clause 11.6**; and
- (b) if remedial, protective or repair work, traffic management or traffic control work is urgently required to prevent loss of or damage to the Works or to the site of or property adjacent to the Works or to prevent injury or death to any person, the RTA may undertake that work at the cost of the Developer and will be entitled to set-off the cost under **clause 11.6**. The RTA will, if practical, give notice to the Developer of the work urgently required.



## 14. Insurance

### 14.1 Effect and maintain

The Developer must ensure that the policies of insurances listed in **Attachment C**, on the terms, for the risks identified and for the periods of time set out in **Attachment C** are effected and maintained.

### 14.2 Proof

The Developer must provide proof that the policies of insurance required under this Deed have been effected and are current at all times during the period of insurance stated in **Attachment C**. As proof of compliance the Developer must provide certificates of currency to the RTA in the form specified in **Attachment C**.

### 14.3 RTA may effect insurances

If the Developer does not comply with **clause 14.2**, the RTA may, but is not obliged to, effect the relevant insurances and may recover the cost of doing so as a debt due from the Developer.

## 15. Termination

### 15.1 Default by Developer

If the Developer:

- (a) without reasonable cause and/or without the RTA's prior written approval suspends carrying out of the Works;
- (b) fails to proceed with the Works or the removal of the Developer's Advertising Signs from the Bridge Works (when required) promptly and diligently;
- (c) fails to lodge the Approved Security under **clause 4.1**;
- (d) fails to proceed with work in a competent manner;
- (e) fails to use or incorporate materials or work standards required by this Deed;
- (f) fails to comply with **clauses 10.4A, 10.4B, 10.4C, or 15A** or a requirement in connection with the removal of the Developer's Advertising Signs from the Bridge Works;
- (g) fails to remedy defects or non-conforming work or loss, damage, default or failure in accordance with this Deed;
- (h) is unable to pay its creditors within the meaning of section 460 of the [Corporations Act 2001](#) or has proposed or made a composition with any or all of its creditors or has proceedings commenced against it or order or resolution made for its winding up or which may have the object of or result in its winding up;

- (i) has a judgment debt against it outstanding for more than seven days;
- (j) commits any material breach of the Deed;
- (k) has a receiver or liquidator (including provisional) of any of its assets or business or any official manager or administrator appointed;
- (l) fails to ensure that the Project Verifier performs the Project Verifier Services in accordance with **Attachment F**; or
- (ll) fails to maintain the bridge and Lifts in acceptable conditions on the terms of this Deed,

and fails to remedy such event within ten Business Days of a written request by the RTA to do so, then the RTA may, at its option and without prejudice to its other rights, by notice in writing to the Developer:

- (m) take over the whole or any part of the Works remaining to be completed or in its discretion, carry out other works so that the Road is safe for public use and occupation;
- (n) if desired, exclude the Developer and its contractors, employees or agents from performing the Works (or the removal of the Developer's Advertising Signs from the Bridge Works) taken over; or
- (o) terminate the Deed as from the date of the notice, and in that case exercise any of the powers of exclusion conferred by **sub-paragraphs (m) or (n)**,

without prejudice to the accrued rights under this Deed.

## 15.2 Take over the Works

If the RTA exercises its rights under **clause 15.1**, it may complete the whole or any part of the Works (or the removal of the Developer's Advertising Signs from the Bridge Works) remaining to be completed and may engage contractors, including contractors of the Developer and subcontractors for that purpose. The RTA may take possession of and permit other persons to use any materials or equipment to be incorporated into the Works. The Developer shall have no right to any compensation or allowance for any action taken by the RTA pursuant to this **clause 15.2**.

## 15.3 Termination of Contract

If the Deed is terminated under **clause 15.1** or under any other provision of the Deed it will be deemed terminated as from the date when notice of termination in writing under the hand of the RTA is served upon the Developer, or upon any official receiver, administrator, trustee in bankruptcy, liquidator, official or provisional liquidator, official manager of the Developer or of the business of the Developer.

On such termination of the Deed all or any sums of money which may be in the hands of the RTA in respect of the Deed and are not then payable to the Developer under or pursuant to any provision of the Deed, and the whole or part of any

Approved Security, including cash lodged or retained for the due and proper performance of the Deed may be declared by the RTA to be forfeited and all sums and the whole or part of any security that are so declared to be forfeited shall be forfeited and shall be retained by or become payable to or vested in the RTA.

#### **15.4 Adjustment of costs on completion**

All costs, losses, charges and expenses (including legal costs on a full indemnity basis) incurred by the RTA in completing the whole or any part of the Works (or the removal of the Developer's Advertising Signs from the Bridge Works,) are a debt due to the RTA which may, without limiting other rights, be set-off against the Approved Security at any time.

#### **15.5 No release**

Termination by the RTA will not release the Developer from liability in respect of any breach of, or non-performance of any obligation pursuant to this Deed.

### **15A. Advertising Contract**

#### **15A.1 RTA to be provided with copy for approval**

- (a) The Developer must include provisions in any contract which may be entered into with any advertising agency, company or person in relation to advertising of the Developer's Advertising Signs to the effect that if any written notice is issued by the RTA to the Developer under **clause 15.1(o)** or if this Deed is terminated under any other provision of the Deed before the expiry of the Maintenance Period, then at the RTA's election:
  - (i) the contract will be deemed to have been terminated from the date of the notice under **clause 15.1(o)** or the date of termination of the Deed; or
  - (ii) the contract will be deemed to be assigned by the Developer to the RTA from the date of the notice or termination (as the case may be) but that the Developer will remain liable in respect of any breach of, or non-performance of, any obligation under the contract which occurred prior to the deemed assignment.
- (b) The RTA may, at its option and without prejudice to its other rights under this Deed, require the Developer to assign the contract to the RTA in any written notice issued to the Developer under **clause 15.1(m), (n) or (o)** or if this Deed is terminated under any other provision of the Deed before the expiry of the Maintenance Period.
- (c) The Developer must provide the RTA with a copy of any such contract at least 20 Business Days prior to entering into the contract.
- (d) If satisfied that the contract complies with **clause 15A.1(a)**, the RTA must issue a notice to the Developer stating that the contract can be entered into.



- (e) If the RTA is not satisfied that the contract complies with **clause 15A.1(a)**, the RTA must issue a notice to the Developer stating why the contract does not comply with **clause 15A.1(a)**.
- (f) If the RTA issues a notice under **clause 15A.1(d)**, the Developer must provide an amended contract to the RTA which complies with **clause 15A.1(a)**, after which this **clause 15A.1** will reapply.

## 16. Authorised Representatives

### 16.1 Representatives to Perform Functions

The authorised representative of the Developer as stated in **Item 1** and the Authorised Representative of the RTA as stated in **Item 7** may perform any function of the Developer and the RTA, respectively, under this Deed. A party may change its authorised representative from time to time by giving the other party no less than five Business Days written notice of any such change.

### 16.2 Developer's Project Manager

The Developer must:

- (a) appoint, for the duration of the Works, a Developer's Project Manager, who is suitably experienced in constructing works similar to the Works; and
- (b) notify the RTA of the identity and contact details of the Developer's Project Manager and any change during the course of the Works.

### 16.3 Communications

A notice or communication given or made to an authorised representative is effective as if it had been given by the party they represent.

### 16.4 Substitution

A party may substitute an authorised representative after first giving written notice to the other party.

## 17. Dispute Resolution

### 17.1 Notice of Dispute

If a party claims that a dispute has arisen under this Deed ('the **Claimant**'), it must give written notice to the other party ('the **Respondent**') stating the matters in dispute and designating as its representative a person to negotiate the dispute (a '**Claim Notice**').

## 17.2 Response to Notice

Within ten Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

## 17.3 Negotiation

The nominated representatives must:-

- (a) meet to discuss the matter in good faith within ten Business Days after service by the Respondent of notice of its representative; and
- (b) use reasonable endeavours to settle or resolve the dispute within 15 Business Days after they have met.

## 17.4 Further Notice if not Settled

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute ('**Dispute Notice**'). If the dispute relates to a technical claim or question in relation to the Works ('**Technical Dispute**'), the Dispute Notice must adequately identify the nature of the Technical Dispute and the date on which the Technical Dispute is alleged to have arisen.

## 17.5 Reference to Expert

Within ten Business Days of receiving a Dispute Notice submitted by a party pursuant to **clause 17.4** in relation to a Technical Dispute, the parties shall seek to agree upon and if agreed upon appoint an expert. In the event that the parties cannot agree on an expert to be appointed, the appointment of the expert is to be referred to the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter).

For all Technical Disputes, the expert must:

- (a) have reasonable qualifications and practical experience in road and safety matters; and
- (b) have no interest or duty which conflicts or may conflict with his function as expert, he being required to fully disclose any such interest or duty before his appointment.

The parties must refer the Technical Dispute to the expert for determination within five Business Days of the expert's appointment.

## 17.6 Rules

The expert must determine the dispute in accordance with RTA's Rules for the Expert Determination Process and the Code of Conduct for an Expert, a copy of which RTA must make available to the Developer on request.

### 17.7 Assistance

Each party must do all things necessary on its part for the proper conduct of the expert determination.

### 17.8 Expert not an Arbitrator

In determining the dispute the expert will be acting as an expert and not as an arbitrator.

### 17.9 Mediation

The parties agree that a dispute which is not a Technical Dispute should be mediated, in which case:

- (a) the parties must agree the terms of reference of the mediation within five Business Days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the parties, or failing agreement within five Business Days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply to appoint a mediator;
- (c) the mediator appointed pursuant to this **clause 17.9 ('Mediator')** must:
  - (i) have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (e) the parties must within five Business Days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (g) in relation to costs and expenses:
  - (i) each party will bear their own professional and expert costs incurred in connection with the mediation;
  - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines a party has engaged in vexatious

or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

#### **17.10 Litigation**

If the dispute is not finally resolved in accordance with **clauses 17.5 to 17.9**, either party is at liberty to litigate the dispute.

#### **17.11 Continue to Perform obligations**

Each party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute.

### **18. General**

#### **18.1 No Representations by RTA**

The RTA makes no representation or warranty as to the Works and assumes no duty of care in respect of them or any information provided by the RTA.

#### **18.2 No Restriction on Rights**

Nothing in this Deed is deemed to:

- (a) prejudice or affect the rights of the public to free passage upon or along the site of the Works;
- (b) authorise any nuisance to or permanent obstruction of the site of the Works or public places;
- (c) confer upon the Developer any right or title to any part of the Works; or
- (d) in any way restrict or limit the powers of the RTA or other relevant Authority or fetter the RTA in the exercise of its statutory functions and in the event such exercise is undertaken in accordance with the law, such exercise cannot and does not constitute a breach of the Deed.

#### **18.3 Notices**

- (a) A party notifying or giving notice under the Deed must do so in writing sent by prepaid registered post or facsimile and the original by post to the Representative at the address or facsimile number specified in **Item 1** or **Item 7**.
- (b) A notice given in accordance with **clause 18.3** will be deemed to have been given and received:
  - (i) if delivered, on receipt;
  - (ii) if posted, three Business Days after posting; and

(iii) if sent by facsimile on confirmation of the correct transmission of the facsimile.

(c) Any notice received after 5.00pm or on a day not a Business Day shall be deemed to have been received at 9.00am on the next Business Day.

#### **18.4 Assignment**

- (a) The Developer must not assign or encumber any right, obligation or interest under this Deed without the written approval of the RTA, such approval not to be unreasonably withheld. Approval is reasonably withheld if the proposed assignee or person giving an encumbrance of a right, obligation or interest is not solvent and reputable and the assignment or encumbrance will materially adversely affect the obligations of the Developer and the rights of the RTA.
- (b) If the Developer transfers its interest in the Works, the Developer must at its own cost obtain a covenant by deed from the purchaser or transferee in favour of the RTA that the purchaser or transferee will comply with and be bound by the provisions of this Deed. If the Developer changes ownership, the Deed will be deemed assigned to the new owner.

#### **18.5 Waiver**

Failure by a party to compel performance of any term or condition of this Deed does not constitute a waiver of that term or condition and does not impair the right of the party to enforce it at a later time or to pursue remedies it may have for any subsequent breach of that term or condition.

#### **18.6 Joint and Several Liability**

If the Developer comprises more than one person, those persons are jointly and severally liable for the performance and obligations of the Developer.

#### **18.7 Governing Law**

This Deed is governed by New South Wales law.

#### **18.8 Stamp duty**

The Developer will be liable to pay any stamp duty payable on any transfer or easement required to effect the RTA's requirements under the Deed.

#### **18.9 Prior agreements superseded**

This Deed:

- (a) wholly replaces and excludes all prior agreements, correspondence, negotiations, representations, explanations and statements between the Developer and the RTA covering or in connection with the matters covered by this Deed; and

- (b) is the entire agreement between the Developer and the RTA in respect of the Works.

#### **18.10 Modification of Deed**

No modification or alteration of any provision of this Deed will be valid unless it is in writing and signed by the Developer and the RTA.

#### **18.11 Media releases and enquiries**

If requested by the RTA's Authorised Representative, the Developer must:

- (a) not issue, publish or authorise any media release or advertisement concerning this Deed, the RTA or the Works without obtaining the RTA's prior written approval; and
- (b) obtain a similar obligation from its contractors.

#### **18.12 Disclosure by RTA**

The Developer acknowledges that the RTA may be obliged by law (including by operation of section 15A of the *Freedom of Information Act 1989*) to disclose and publish this Deed, or part thereof, or certain information about it, and the Developer consents to, and releases the RTA, in respect of any such disclosure and publication.

### **19. GST**

#### **19.1 Interpretation**

In this clause:-

- (a) the expressions 'adjustment note', 'consideration', 'Goods and Services Tax', 'GST', 'supply', 'tax invoice', 'recipient' and 'taxable supply' have the meaning given to those expressions in the [A New Tax System \(Goods and Services Tax\) Act 1999](#);
- (b) a reference to a payment being made or received includes a reference to consideration other than money being given or received.

#### **19.2 Calculation of GST**

- (a) Unless otherwise expressly stated, all prices or other sums payable or payment to be made under or in accordance with this Deed, include an amount for GST.
- (b) No additional amount on account of GST is payable by a party who receives a taxable supply under or in connection with this Deed. All amounts payable reflect the GST-inclusive market value of the taxable supply.

- (c) Any contract entered into by a party to this Deed with a third party which involves supplies being made, the cost of which will affect the cost of any supplies made under or in connection with the contract, must include a clause including equivalent terms to **clause 19.2**.

### 19.3 GST invoices

- (a) The RTA will issue a tax invoice for each taxable supply it makes to the Developer without request;
- (b) the RTA will issue to the Developer a recipient created tax invoice (**RCTI**) for each taxable supply (other than an excluded supply) made by the Developer to the RTA, and will issue an adjustment note for any adjustment event. The parties may agree in writing from time to time which supplies are excluded supplies;
- (c) the Developer must not issue a tax invoice in respect of any supply it makes to the RTA, other than for an excluded supply. The Developer must give the RTA a tax invoice for an excluded supply at or before the time the Developer invoices the RTA for that supply;
- (d) each party must notify the other party if it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs;
- (e) each party acknowledges and warrants that at the time of entering into this Deed, it is registered for GST; and
- (f) the RTA will not issue a document that will otherwise be an RCTI, on or after the date when the Developer fails to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.


**Executed as a deed**

Date: 24 October 2008

SIGNED, SEALED AND DELIVERED on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

Corporation: **Mulpha FKP Pty Limited ACN 000 004 633**

Authority: Section 127 Corporations Act 2001

Signature of authorised person: 

Name of authorised person: John Weekes

Office held: Director/Secretary

Signature of authorised person: 

Name of authorised person: Erian Linde

Office held: Director


SIGNED, SEALED AND DELIVERED by )  
ROADS AND TRAFFIC AUTHORITY OF )  
NEW SOUTH WALES by its authorised )  
delegate in the presence of )

Witness

Name of witness (print)

COLIN LANGFORD

Delegate

Name of delegate (print)  
Regional Manager  
Sydney

Peter Crosby



## Schedule

<b>Item 1</b>	<b>Name of Developer:</b> <b>(Parties and clause 16.1)</b>  Address:     Authorised Representative:  Address:   Telephone:  Fax:	Mulpha FKP Pty Limited ACN: 000 004 633  17-19 Bridge Street Sydney NSW 2000  John Fallon  17-19 Bridge Street Sydney NSW 2000 (02) 9270 6100  (02) 9270 6199  \$4.5 million (Inclusive of GST)
<b>Item 2</b>	<b>Estimated Cost of the Works:</b> <b>(clause 1.1)</b>	
<b>Item 3</b>	<b>Defects Liability Period:</b> <b>(clause 1.1)</b>	12 months from the Date of Practical Completion.
<b>Item 4</b>	<b>Agreed Capitalised Maintenance Costs:</b> <b>Period:</b> <b>(clause 12.1)</b>	Not applicable
<b>Item 5</b>	<b>Road:</b> <b>(clause 1.1)</b>	Old Windsor Road (Main Road 635) intersection with Norbrik Drive at Bella Vista
<b>Item 6</b>	<b>Rate of Interest on overdue payments:</b> <b>(clause 12.4)</b>	10% per annum if nothing is stated
<b>Item 7</b>	<b>Authorised Representative of RTA:</b> <b>(clause 16.1)</b>  Address:   Telephone:	Cuetella Peppin  27 Argyle Street Parramatta NSW 2150  (02) 8849 2056

Fax: (02) 8849 2849

**Item 8**      **Notice of estimate of Date of Practical Completion (clause 10.1):**

**Item 9**      **Approved Security (clause 4.1):**

\$4.5 million (normally not less than the Estimated Cost of the Works), comprised as follows:

- Stage 1 Road Works: \$1.5 million (**Item 9A**);
- Stage 2 Road Works: \$1.5 million (**Item 9B**);
- Road Works Defects Liability Period: \$0.5 million (**Item 9C**);
- Bridge Works: \$0.5 million (**Item 9D**);
- Bridge Works Defects Liability Period: \$0.5 million (**Item 9E**).

**Item 10**      **Estimated RTA Costs (clauses 12.1(a) and (b)):**

\$142,236 (Inclusive of GST)

**Item 11**      **Land to be Dedicated (clause 10.9(b))**

See drawing SKC054 in **Attachment E**

## Attachment A – Project Requirements

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### WORKS AUTHORISATION DEED

1. All plans and documents required to be prepared by the Developer under this Deed (including without limitation the Design Documents, Project Plans and Management Plans) must comply with all standards set by the RTA (including Technical Directions), Australian Standards and AUSTROADS.
  2. The Works must be carried out and completed to RTA QA DCM Specifications. "RTA QA DCM Specifications" means all specifications published from time to time by the RTA on its website ([www.rta.nsw.gov.au](http://www.rta.nsw.gov.au)) and any other specification prepared as approved by the RTA and notified to the proponent.
  3. A Project Verifier is to be engaged by the Developer in accordance with clause 8.1B of this Deed, at the Developer's cost, to certify that all the requirements of the Deed are met, including the quality of the work and the materials incorporated into the Works are in accordance with the Design Documents, Project Plans, quality assurance guidelines and the RTA's QA Specifications, as detailed in Attachment F. The Verifier must be familiar with and experienced in the using the RTA's QA Specifications.
- 3A. The Maintenance Plan for the Works, which requires RTA approval prior to the RTA issuing a notice of Practical Completion, must make provision for Lift Maintenance during the Maintenance Period and must include:
- response times for fixing the Lifts;
  - provision for joint RTA and Developer inspections of the Lifts to be held every two years from the date of Practical Completion of all of the Works;
  - provision for monthly inspections of the Lifts by the Developer;
  - RTA access to the Lift Maintenance logbook and photographs; and
  - a requirement for the Developer to provide the RTA annually with a schedule of all costs and/or copies of all invoices associated with Lift Maintenance.
- 3B. The existing signalised pedestrian crossing across the Road (as depicted on the Plans referred to or annexed in Attachments B and E) must not be removed by the Developer until Practical Completion of the Bridge Works.
- (i) The roadwork component is to be undertaken by a suitably pre-qualified contractor acceptable to the RTA. In this regard the RTA requires that the roadworks contractor is prequalified at class R10 or higher (and the Bridgeworks contractor is prequalified at class B2 or higher), in accordance with the RTA Engineering Contracts Manual. Contractors acceptable to the RTA would have recent experience with the RTA on similar sized projects.
  - (ii) The traffic signal installation is to be undertaken by a suitably pre-qualified Traffic Signal Contractor acceptable to the RTA.
  - (iii) The traffic signal installation work must be in accordance with RTA specification SI/TCS/8. Without limitation of the other provisions of the specification, the hold points in that specification must be observed. Due to the specialised nature of traffic control signal installations, the RTA requires that adequate notice be given to it for release of these hold points, so that its representative can also witness these achievements.
  - (iv) All traffic signal equipment must be new, must be supplied by the Developer or its contractor (including without limitation housing labels) and must comply with RTA Specifications. LED ('Light Emitting Diode') traffic signal lanterns must be used for all traffic signal works.

Reconstruction of existing sites which currently utilise Incandescent or Quartz Halogen lanterns must be upgraded to full LED lantern sites as part of the works.

- (v) The Developer, at its cost, is to engage the RTA's Traffic Services Section at Yennora Works Centre to certify that all the traffic signal works are in accordance with the Design Documents and the above specifications.
- (vi) The Management Plans must make provision for quality audits and the results of those audits must be provided to the RTA within ten business days of the audit being undertaken.
- (vii) The Management Plans must include an Inspection and Testing Plan which must be certified by the Project Verifier, monthly, that the Works performed during the month are in accordance with the plans and specifications specified under this Deed. A copy of the certification must be provided to the RTA within ten business days of the end of that month.
- (viii) A summary of the results of all inspections and tests, described in the Inspection and Testing Plan, carried out within a particular month during the course of the Works are to be forwarded to the RTA within ten Business Days of the end of that month (attached to the monthly certification).
- (ix) The Design Documents must include the provision of all necessary road markings and sign posting.
- (x) All regulatory signposting must be approved by the RTA using RTA Form No. 385 - Installation of Signs and Markings ('Authority').
- (xi) All affected utilities are to be relocated to allow for the Works and meet the requirements of the RTA and all relevant utility authorities, at no cost to the RTA. The RTA's approval must be obtained prior to utilities being relocated outside of the standard 'Public Utility Space Allocations' as detailed in the RTA Road Design Guide. In particular, power poles and lighting columns must be relocated at least three metres behind the back of kerb.
- (xii) A Stage three detailed design Road Safety Audit ('RSA') is to be submitted as part of the final design submission to be provided as part of the Project Documents. The RSA must be carried out by an independent auditor. The auditor cannot be from the same organisation which carried out the detailed design.

In addition, for works with a construction value in excess of \$500,000 (in the road reserve) a Stage four Pre-opening Road Safety Audit must be undertaken prior to practical completion.

The Project Verifier must provide a certification stating that all findings / non-conformances have been satisfactorily addressed and closed out for all RSAs.

- (xiii) A Traffic Management Plan ('TMP') must be prepared and submitted by the Developer's contractor for acceptance by the RTA. Construction plans will not be released until the TMP is accepted. The TMP must:
  - Be drawn in accordance with AS1742.3 and the RTA Traffic Control at Work Sites (TCAWS) Manual 2003.
  - Include a Traffic Control Plan(s) ('TCPs') for the proposed work. The TCP must be on scaled drawings of the affected section of road including lane widths, sign spacing's and traffic control devices proposed. If temporary pavement marking changes are proposed then a TCP is required for that pavement marking also. The designer should visit the site to ensure that the proposed location of signage is suitable and practical.

- Include appropriate signage to warn road users of construction vehicle entry/exit points and of excavations.
  - Show how pedestrians will be directed safely through or around the work site. A vehicle movement plan is required showing signage and other directional devices (that caters for both cyclists and pedestrians).
  - The TCP must be prepared by a designer having completed the TCAWS training course. The TCP shall be signed and dated including the designer's certificate number.
- (xiv) The Developer must obtain approval for road occupancy from the RTA's Transport Management Centre ('TMC') (phone 8396-1513) for any and all proposed lane closures required for the Works, including any approved maintenance period. Road occupancy approval is separate and additional to the approval for the traffic management plan and the traffic control plans.
- (xv) The Developer or contractor must submit a dated construction schedule so that the RTA can plan timely inspections.
- (xvi) The Developer is to ensure that a minimum footpath reserve of 3.5m is maintained to accommodate pedestrian facilities and utility requirements. The Developer shall restore all footpaths and road reserve areas affected by the Works or damaged during the course of the Works to the satisfaction of the RTA and Council. If the 3.5m footpath reserve, in respect of both the Works encroaches onto private land the Developer must purchase the necessary land and dedicate it as public road at no cost to the RTA.
- (xvii) Prior to Completion, the Developer must make good, to the satisfaction of the RTA and Council any damage to the existing road structures (including without limitation road signage, signalling equipment and footpaths) caused during the Works.
- (xviii) "Works-as-Executed" ('WAE') drawings must be submitted within 4 weeks from the date of Practical Completion, including electronic copies of CAD drawings for signal designs.
- (xix) At the completion of the handover of the Works, the Works will become a classified State Road and become the responsibility of the RTA and Council.
- (xx) The Developer must repaint the Bridge Works and associated structure in accordance with RTA specification B220 in relation to stripping and recoating paint protection of the steel members. All required approvals to carry out this work must be sought.

## Attachment B - Description of Works

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### WORKS AUTHORISATION DEED

The Works are identified by the following:

- a)     Name  
        Old Windsor Road
- b)     Council  
        The land which falls within the local government area of the Council (as defined in this Deed)
- c)     Suburb  
        Bella Vista
- d)     Road Works  
        Widening of Old Windsor Road from four lanes (generally) to six lanes (generally) as indicated on plans in the Schedule of Plans prepared by Hyder Consulting Project Code NSO2656 (attached) including, including the Stage 1 Road Works and the Stage 2 Road Works, and removal of the at grade signalised pedestrian crossing at the location on Old Windsor.
- e)     Bridge Works  
        A pedestrian bridge, including lifts, over Old Windsor Road at approximately chainage 470 as indicated on the plans referred to in item 1 above, and removal of the at grade signalised pedestrian crossing. Pedestrian bridge to be operational prior to opening of the new intersection and removal of the at grade pedestrian crossing as referenced in the schedule of plans prepared by Hyder Consulting Project Code NSO2656 (attached).  
        RTA Specification BLIFT to be followed for any lifts agreed as part of the structure. The Developer to carry out the maintenance of the pedestrian bridge and lifts as stipulated in this Deed.  
        Maintenance of the Bridge Works (including Lifts) on the terms of this Deed.
- f)     Traffic Signals  
        Traffic control signals at the following intersection:  
        Old Windsor Road/Norbrick Drive; as shown on plans prepared by RTA numbered 0635.031.W3272 (to be finalised), referenced in this Attachment B. Signalised pedestrian crossings are to be provided at the shared cycleway/pedestrian sections of the intersection.
- g)     Draft Plans  
        Means those draft plans as referred in this Attachment B and the attached draft plans that generally describe the Works and staging.
- h)     Utilities

## h) Utilities

All affected utilities are to be relocated to allow for the roadworks and meet the requirements of the RTA and all relevant utility authorities. RTA approval must be obtained prior to utilities being relocated outside of the standard 'Public Utility Space Allocations' as detailed in the RTA Road Design Guide. In particular, power poles and lighting columns must be relocated at least three metres behind the back of kerb.

## i) Associated Works

1. Traffic management.
2. Utility Adjustments.
3. Signposting.
4. Pavement markings.
5. Retroreflective raised pavement markings.
6. Erosion and Sediment Control.
7. Dedication of land.

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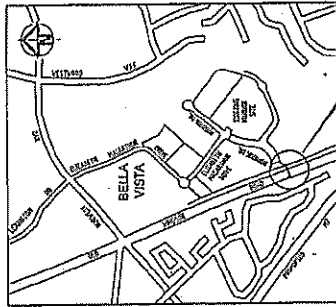
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# PEDESTRIAN BRIDGE OVER OLD WINDSOR ROAD. (NEAR NORBRIK DRIVE)



LOCATION OF WORKS

LOCALITY SKETCH  
NLS

## PEDESTRIAN BRIDGE DRAWING LIST

- S100 COVER SHEET
- S101 GENERAL ARRANGEMENT
- S102 EAST AND WEST ELEVATIONS
- S103 PILE DETAILS AND PILE REINFORCEMENT DETAILS
- S104 LIFT PIT DETAILS
- S105 LIFT PIT REINFORCEMENT DETAILS
- S106 SLAB DETAILS
- S107 STAIR ELEVATIONS - SHEET 1 OF 4
- S108 STAIR ELEVATIONS - SHEET 2 OF 4
- S109 STAIR ELEVATIONS - SHEET 3 OF 4
- S110 STAIR ELEVATIONS - SHEET 4 OF 4
- S111 ABUTMENT STEEL WORK DETAILS - SHEET 1 OF 7
- S112 ABUTMENT STEEL WORK DETAILS - SHEET 2 OF 7
- S113 ABUTMENT STEEL WORK DETAILS - SHEET 3 OF 7
- S114 ABUTMENT STEEL WORK DETAILS - SHEET 4 OF 7
- S115 ABUTMENT STEEL WORK DETAILS - SHEET 5 OF 7
- S116 ABUTMENT STEEL WORK DETAILS - SHEET 6 OF 7
- S117 ABUTMENT STEEL WORK DETAILS - SHEET 7 OF 7
- S118 GLASS PANEL DETAILS
- S119 BRIDGE ELEVATIONS AND SECTIONS
- S120 BRIDGE STEEL WORK DETAILS - SHEET 1 OF 3
- S121 BRIDGE STEEL WORK DETAILS - SHEET 2 OF 3
- S122 BRIDGE STEEL WORK DETAILS / HESH DETAILS - SHEET 3 OF 3
- S123 BALUSTRADE DETAILS / EAST AND WEST ABUTMENT
- S124 BALUSTRADE DETAILS / EAST AND WEST ABUTMENT - SHEET 1 OF 2
- S125 BALUSTRADE DETAILS / EAST AND WEST ABUTMENT - SHEET 2 OF 2

## DESIGN CRITERIA AND LOADS

THIS BRIDGE HAS BEEN DESIGNED TO:

- ASS100.1 - 2004
- ASS100.2 - 2004
- ASS100.3 - 2004
- ASS100.4 - 2004
- ASS100.5 - 2004
- ASS100.6 - 2004

LIVE LOAD OF 3kPa.

WIND SPEED

ULTIMATE  $V_{2000} = 48m/s$

SERVICE  $V_{70} = 37m/s$

GEOTECHNICAL INVESTIGATION BY

GEOTECHNIQUE PTY. LTD.

REFER LETTER OF 19 NOV. 2007

REF: 2307/2-00  
ADVERTISING SIGNS TO BE MAX. 12.5m x 3.4m  
AND MAX. 50kg/m<sup>2</sup>

<b>NORWEST LAND</b> 0635.031.BC.2927 FOR REVIEW		Project: OLD WINDSOR ROAD/PROPOSED NORBRIK DRIVE INTERSECTION UP-GRADE THE PEDESTRIAN BRIDGE OVER OLD WINDSOR ROAD. COVER SHEET		Project Code: NS02656 Drawing No.: S100	
Bridge Number: B10381 N.T.A. DRAWING REGISTRATION NUMBER: 0635.031.BC.2927		Client: NORWEST LAND Scale: AS SHOWN Drawn: NR Checked: SS		Project: Huder Consulting: Huder Project No.: NS02656 Drawing No.: S100	

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16.  $\frac{1}{2} \ln 2$

17.  $\frac{1}{2} \ln 2$

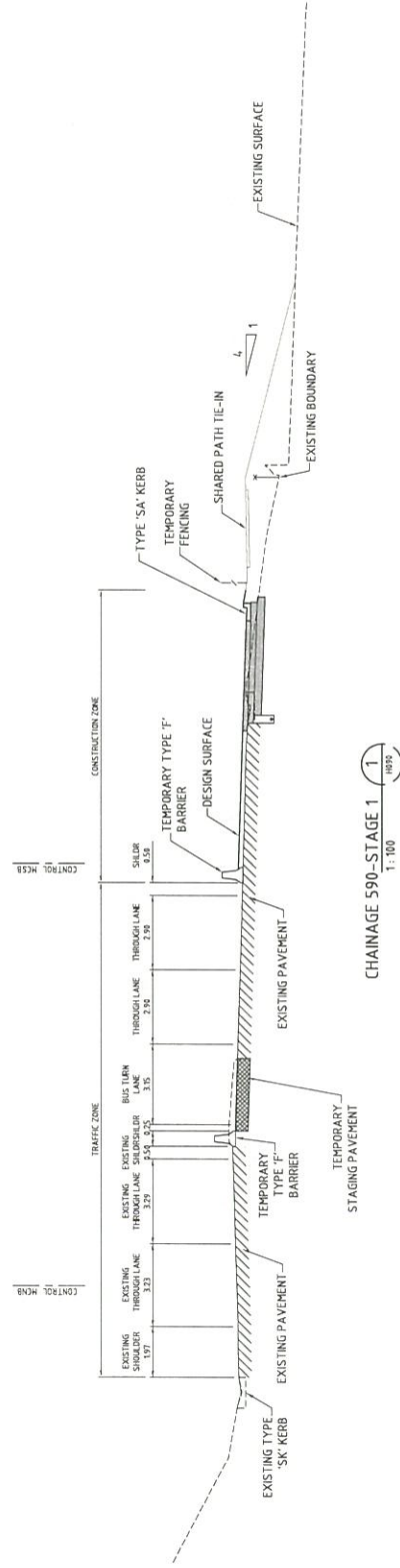
18.  $\frac{1}{2} \ln 2$

19.  $\frac{1}{2} \ln 2$

20.  $\frac{1}{2} \ln 2$

21.  $\frac{1}{2} \ln 2$



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1. [Introduction](#)

2. [Background](#)

3. [Methodology](#)

4. [Results](#)

5. [Discussion](#)

6. [Conclusion](#)

7. [References](#)

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## Attachment C - Insurance

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
i	Broadform Public and Products Liability effected with an approved insurer as defined in Definitions and Notes clause 1 below. * If products are not involved in performance of the Services, it will be acceptable not to obtain Products Liability.	\$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences. The total aggregate liability during any one period of insurance for all claims arising out of the Developer's and Contractor's Products shall not exceed \$20 million.	From the earlier of the Works commencing or time construction contract is awarded to the end of each Defects Liability Period.	<ul style="list-style-type: none"> <li>(a) lists the Developer and all contractors for their respective rights, interests and liabilities as named insureds.</li> <li>(b) lists RTA as an additional named insured as defined in Definitions and Notes clause 2 below.</li> <li>(c) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below.</li> <li>(d) liability arising out of the use of hoists, cranes, unregistered vehicles, boilers and pressure vessels.</li> <li>(e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.</li> </ul>	
ii	Motor Vehicle Comprehensive or Third Party Property Damage effected with an approved insurer as defined in Definitions and Notes clause 1 below.	\$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences.	From the earlier of the Works commencing or time construction contract is awarded to completion of the Deed including any warranty / maintenance / service period.	<ul style="list-style-type: none"> <li>(a) all plant, equipment and motor vehicles owned or used by the Developer or contractors directly or indirectly engaged in performance of the Works.</li> <li>(b) lists the Developer and all contractors for their respective rights, interests and liabilities as named insureds.</li> <li>(c) lists RTA as an additional named insured as defined in Definitions and Notes clause 2 below.</li> <li>(d) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below.</li> <li>(e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes</li> </ul>	

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	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
				clause 4 below.	
iii	Workers Compensation effected with an approved insurer as defined in Definitions and Notes clause 1 below.	As per the Act.	From the earlier of the Works commencing or time construction contract is awarded to completion of the Deed including any warranty / maintenance / service period.	To cover all persons directly or indirectly engaged in performance of the Works under the Deed for loss, damage, claims and all direct and associated costs and expenses arising under any statute relating to workers or accident compensation or at common law.	
iv	Professional Indemnity* effected with an approved insurer as defined in Definitions and Notes clause 1 below.	\$20 million per occurrence and in the aggregate annually.	From the earlier of the design of the Works commencing or time construction contract is awarded to completion of the Deed plus 7 years following completion of the contract. The insurance can be taken out as annual covers where the cover is to include a retroactive date being the commencement date of this contract.	<ul style="list-style-type: none"> <li>(a) is effected by the contractor and each consultant providing design services.</li> <li>(b) a description of the risk covered by the policy.</li> <li>(c) cancellation clause requiring not less than 30 days notice to be given by the insurer of an intent to cancel.</li> <li>(d) one automatic restatement per period of insurance.</li> <li>(e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.</li> </ul>	
v	Contract, works, plant and equipment insurance	To cover the replacement value of Works, including any RTA supplied materials.	From the earlier of the Works commencing or time construction contract is awarded to the end of each Defects Liability Period.	<ul style="list-style-type: none"> <li>(a) material damage in relation to Works, temporary works, form works and all other material as supplied in the construction contract.</li> <li>(b) includes Architect, Engineer's and Surveyor's fees.</li> <li>(c) includes owner supplied materials, equipment, temporary buildings and the like, including all additional costs of reconstruction, rectification or repair.</li> <li>(d) lists the Developer and all contractors and subcontractors for their respective rights, interests and liabilities as named</li> </ul>	

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
				insureds. (e) lists RTA as an additional named insured as defined in Definitions and Notes clause 2 below. (f) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below. (g) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.	
vi	[Other*]			[*Include additional specific risk policies as required].	

Definitions and Notes:

1. Approved insurer means:

- (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority ('APRA') to conduct general insurance business in Australia; or
- (b) Lloyds Underwriters; or
- (c) if there is any placement of the risk overseas, a related general insurance company in Australia which is approved by the APRA and who has accepted the insurance transfer; or
- (d) if there is any placement of the risk overseas, and does not apply to items (b) and (c) above, the following actions/documentation need to take place and be provided to RTA:
  - (1) The Contractor's Finance Committee or appropriate finance personnel of the Contractor, must undertake a full financial risk assessment of the insurer/s being proposed for insurance where the following points must be achieved:
    - (i) the financial rating of the insurer by independent financial advisers must have credit rating of at least 'A' Standard & Poors (S&P) or the equivalent rating by the Moody's Investment Service or AM Best;
    - (ii) the Contractor's Insurance Brokers' Financial Committee or appropriate financial personnel of the Insurance Broker, must have its own report and approve the dealing with the Approved Insurer in addition to point (i) above; or
- (e) a Treasury Managed Fund insurance scheme with the NSW State Government; or
- (f) the Comcover insurance scheme for the Australian Federal Government.

2. RTA as an additional named insured for liability arising out of the Developer's / Contractor's activities. This extension includes liability:

- (a) for injury to any RTA employee;
- (b) arising from work undertaken away from the Developer's / Contractor's premises;
- (c) for damage to the RTA's property not in the Developer's / Contractor's physical or legal control.

3. Cross Liability and Waiver of Subrogation Clause

Cross liability clause means the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance has been issued to each of them (subject always to the overall insured sum).

4. Insurances to be subject to Australian jurisdiction and law of New South Wales

All insurances held by the *Developer* to provide that the insurer consents to the jurisdiction of all States and

Territories of Australia and is subject to the law of New South Wales.

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)  
BROADFORM PUBLIC AND PRODUCTS LIABILITY INSURANCE**

Contract Document Number:	
RTA:	Roads and Traffic Authority of New South Wales
The Insured:	
General Description of the Services:	
Contract Period:	
Commencement of the Services:	

Policy No. ....

This is to certify this Policy covers the Insured for work undertaken for and on behalf of the RTA and Others as described below.

Specifically the policy:

1. Covers the Insured's liability arising from bodily injury or damage caused by any act or omission of the Insured, its employees and vicarious liability for subcontractors or agents subject to the attached standard policy terms and conditions.
2. Indemnifies the Insured's contractors and subcontractors Yes / No  
# see note below
3. Includes RTA as an additional named insured for liability arising out of the Insured's activities. This extension includes liability:
  - for injury to any RTA employee;
  - arising from work undertaken away from the Insured's premises;
  - for damage to the RTA's property not in the Insured's physical or legal control.
4. Includes a cross liability clause operates as if there was a separate policy of insurance covering each of the insured.
5. Covers liability arising out of the use of hoists, cranes, unregistered vehicles, boilers and pressure vessels.
6. Covers property of the RTA whilst in the Insured's legal and physical control.
7. Agrees to waiver of subrogation clause against any Insured where they are indemnified by the policy.
8. Provides a limit of indemnity of not less than:
  - Public - \$20,000,000 for any single occurrence and unlimited in the aggregate to the number of occurrences;
  - Products - \$20,000,000 for any single occurrence and total aggregate liability during any one period of insurance for all claims arising out of the Insured's products.
9. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
10. Is current for the period ..... to .....
11. Protects the interest of the Insured for the business activity of:  
.....  
.....  
.....

Signed ..... Insurance Company Stamp .....

Dated .....

**Note:**

# *If contractors and subcontractors are not covered under this insurance as per item 2 above, the Insured is to obtain a separate set of Certificates of Currency from contractors and subcontractors as evidence of contractor's and subcontractor's insurance covers.*

*The following COC's are deemed to be acceptable:*

- (a) RTA's printed COC as above, signed and stamped by the insurer;



- (b) *RTA's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;*
- (c) *Insurer issuing their own COC which incorporates all the RTA extensions as listed above.*

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)  
MOTOR VEHICLE FLEET AND MOBILE PLANT INSURANCE**

<b>Contract Document Number:</b>	
<b>RTA:</b>	Roads and Traffic Authority of New South Wales
<b>The Insured:</b>	
<b>General Description of the Services:</b>	
<b>Contract Period:</b>	
<b>Commencement of the Services:</b>	

Policy No. ....

This is to certify this Policy covers the Insured for work undertaken for and on behalf of the RTA and Others as described below.

Specifically the policy (subject to the attached standard policy terms and conditions):

1. Covers the Insured's liability arising from bodily injury or damage caused by any act or omission of the Insured, its employees and vicarious liability for subcontractors or agents.
2. Indemnifies the Insured's contractors and subcontractors Yes / No  
# see note below
3. Includes RTA as an additional named insured for liability arising out of the Insured's activities. This extension includes liability:
  - arising from work undertaken at and away from the Insured's premises;
  - for damage to the RTA's property not in the Insured's physical or legal control.
4. Is either a comprehensive policy or third party property damage policy covering all motor vehicles and mobile plant.
5. Includes a cross liability clause and operates as if there was a separate policy of insurance covering each of the insured.
6. Contains a waiver of subrogation clause waiving all rights, remedies or relief to which the insurer might become entitled by way of subrogation.
7. Contains a clause providing that failure by the insured to observe and fulfil the terms of the policy does not prejudice the insurance in regard to RTA.
8. Provides a limit of indemnity of not less than \$20,000,000 for any single occurrence and unlimited in the aggregate to the number of occurrences.
9. Attached is a copy of the policy wording.
10. Is current for the period ..... to .....
11. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
12. Protects the interests of the Insured relating to the business activity of:  
.....  
.....

Signed ..... Insurance Company Stamp .....

Dated .....

**Notes:**

- # If contractors and subcontractors are not covered under this insurance as per item 2 above, the Insured is to obtain a separate set of Certificates of Currency from contractors and subcontractors as evidence of contractor's and subcontractor's insurance covers.
- (i) If the Insured does not have a motor vehicle fleet policy but instead has a single motor vehicle insurance policy, a Certificate of Currency (COC) will not be required, instead copies of the following documents are required:
- (a) current registration paper;
  - (b) paid current renewal or new business certificate for motor vehicle insurance;
  - (c) motor vehicle policy.
- (ii) The following COC's are deemed to be acceptable:
- (a) RTA's printed COC as above, signed and stamped by the insurer;
  - (b) RTA's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;
  - (c) Insurer issuing their own COC which incorporates all the RTA extensions as listed above.

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)  
NSW WORKERS COMPENSATION INSURANCE**

<b>Contract Document Number:</b>	
<b>RTA:</b>	Roads and Traffic Authority of New South Wales
<b>The Insured:</b>	
<b>General Description of the Services:</b>	
<b>Contract Period:</b>	
<b>Commencement of the Services:</b>	

Policy No. ....

This is to certify this Policy covers the Insured for work undertaken for and on behalf of the RTA and Others as described below.

Specifically the policy:

1. Protects the interests of the Insured for the business activity of:  
.....  
.....
2. Covers liability for death or injury to persons employed by the Insured arising under legislation or at common law.
3. Is current for ..... to .....

Signed ..... Insurance Company Stamp .....

Dated .....

**Note:** The following COC's are deemed to be acceptable:

- (a) RTA's printed COC as above, signed and stamped by the insurer;
- (b) Insurer issuing their own COC which incorporates all the RTA extensions as listed above.

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)  
PROFESSIONAL INDEMNITY INSURANCE**

<b>Contract Document Number:</b>	
<b>RTA:</b>	Roads and Traffic Authority of New South Wales
<b>The Insured:</b>	
<b>General Description of the Services:</b>	
<b>Contract Period:</b>	
<b>Commencement of the Services:</b>	

Policy No. ....

This is to certify this Policy covers the Insured for work undertaken for and on behalf of the RTA and Others as described below.

Specifically the policy

1. Covers the Insured's liability arising from a breach of professional duty, whether owed in contract or otherwise, caused by any act or omission of the Insured, its employees and vicarious liability for contractors, consultants or agents subject to the attached standard policy terms and conditions.
2. Provides a limit of indemnity of not less than \$.....
3. Is current from ..... to .....
4. Protects the interests of the Insured for the business activity of:  
.....  
.....  
.....
5. Includes one automatic reinstatement provision.
6. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
7. Retroactive date is unlimited.

Signed ..... Insurance Company Stamp .....

Dated .....

**Note:** The following COC's are deemed to be acceptable:

- (a) RTA's printed COC as above, signed and stamped by the insurer;
- (b) RTA's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;
- (c) Insurer issuing their own COC which incorporates all the RTA extensions as listed above.

**CERTIFICATE OF CURRENCY (PROJECT SPECIFIC)  
CONTRACT WORKS INSURANCE**

<b>Contract Document Number:</b>	
<b>RTA:</b>	Roads and Traffic Authority of New South Wales
<b>The Insured:</b>	
<b>General Description of the Services:</b>	
<b>Contract Period:</b>	
<b>Commencement of the Services:</b>	

Policy No. ....

This is to certify this Policy covers the Insured for work undertaken for and on behalf of the RTA and Others as described below.

Specifically the policy (subject to the attached standard policy terms and conditions):

1. Covers loss and / or damage or destruction of the following for an amount not less than the following amounts:
 

THE WORKS	\$.....
TEMPORARY WORKS	\$.....
EQUIPMENT AND MATERIALS ON SITE	\$.....
CONSTRUCTIONAL PLANT	\$.....
REMOVAL OF DEBRIS	\$.....
ARCHITECT'S / ENGINEER'S FEES	\$.....
2. Indemnifies the Insured's contractors and subcontractors Yes / No # see note below
3. Location anywhere in Australia.
4. Covers property of the RTA whilst in the Insured's legal and physical control, limited to \$..... any one occurrence.
5. Includes a cross liability clause and operates as if there was a separate policy of insurance covering each of the insured.
6. Agrees to waiver of subrogation clause against any Insured where they are indemnified by the policy.
7. Contains a clause providing that failure by the Insured to observe and fulfil the terms of the policy does not prejudice the insurance in regard to RTA.
8. Provides a limit of indemnity of not less than \$..... for any single occurrence and unlimited in the aggregate to the number of occurrences.
9. Is subject to the following excess \$..... each and every occurrence or series of occurrences arising out of the one event which the Insured is required to pay.
10. Is current for the period ..... to ..... Plus Defects Liability Period of ..... months.
11. Protects the interests of the Insured for the business activity of:  
.....  
.....

Signed ..... Insurance Company Stamp .....

Dated .....

**Note:**

# If contractors and subcontractors are not covered under this insurance as per item 2 above, the Insured is to obtain a separate set of Certificates of Currency from contractors and subcontractors as evidence of contractor's and subcontractor's insurance covers.

The following COC's are deemed to be acceptable:

- (a) RTA's printed COC as above, signed and stamped by the insurer;
- (b) RTA's printed COC as above, signed and stamped by the Insurance Broker with a written authority from the respective insurer/s;
- (c) Insurer issuing their own COC which incorporates all the RTA extensions as listed above

## Attachment D - Statutory Declaration and Subcontractor Statement regarding Workers Compensation, Pay-Roll Tax and Remuneration

RTA Form No 592	Schedule	
<b>Statutory Declaration</b>		
<p>I, _____ of _____ do solemnly and sincerely declare that:</p> <p>1. I am a representative of _____ ("Developer") in the Office Bearer capacity of _____</p> <p>2. The Developer has a contract with the Roads &amp; Traffic Authority to carry out certain works for _____ ("Contract").</p> <p>3. Attached to and forming part of this declaration is a Subcontractor's Statement given by the Developer in its capacity as 'Subcontractor' (as that term is defined in the Workers Compensation Act 1987, Pay-roll Tax Act 1971 and Industrial Relations Act 1996) which is a written statement:</p> <p style="margin-left: 20px;">a. under the Workers Compensation Act 1987, section 175B, in the form and providing the detail required by that legislation;</p> <p style="margin-left: 20px;">b. under the Pay-roll Tax Act 1971, section 31H, in the form and providing the detail required by that legislation; and</p> <p style="margin-left: 20px;">c. under the Industrial Relations Act 1996, section 127, in the form and providing the detail required by that legislation.</p> <p>4. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.</p> <p>5. The obligations of the Developer under the Contract relating to Security of Payment, if any, including payment of employees, workers and Subcontractors of the Developer have been complied with by the Developer.</p> <p>6. If the Developer has contractors, the Developer has received from each of those subcontractors a statutory declaration and Subcontractor's Statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).</p> <p>7. All statutory declarations and Subcontractor's Statements received by the Developer from contractors referred to in clause 6 were:</p> <p style="margin-left: 20px;">(a) given to the Developer in its capacity as 'Principal Contractor' as defined in the Workers Compensation Act 1987, the Pay-roll Tax Act 1971 and the Industrial Relations Act 1996 ('Acts'); and</p> <p style="margin-left: 20px;">(b) given by the contractors in their capacity as 'Subcontractors' as defined in the Acts.</p> <p>8. I am not aware of anything that would contradict the statements made in the statutory declarations and Subcontractor's Statements provided to the Developer by its Subcontractors.</p> <p>9. The period of the Contract covered by this declaration and the attached Subcontractor's Statement is from _____ to _____.</p>	<p>Insert name of Declarant</p> <p>Insert address</p> <p>Insert name of Developer and ABN if applicable</p> <p>Insert position title of Declarant</p> <p>Insert name of Contract</p> <p>Insert the relevant payment period</p>	

10. The Developer is not, under any law, insolvent or unable to pay its debts as and when they fall due.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at \_\_\_\_\_ (place where declaration made) on

\_\_\_\_\_ (date of declaration) by

\_\_\_\_\_

Signature of person making the declaration

before me: \_\_\_\_\_

Justice of the Peace/Solicitor of the Supreme Court of New South Wales

[or other person legally authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the State of New South Wales, any person having authority to administer an oath in that place]

**SUBCONTRACTOR'S STATEMENT  
REGARDING WORKERS COMPENSATION, PAY-ROLL TAX  
AND REMUNERATION (Note 1)**

☐ Workers Compensation  
s175B Workers Compensation Act 1987

☐ Pay-roll tax  
Part 5B s31G-31J Pay-roll Tax Act 1971

☐ Remuneration  
ss127, 127A Industrial Relations Act 1996

Sub Contractor: \_\_\_\_\_ ABN: \_\_\_\_\_

*(Business name)*

of \_\_\_\_\_

*(Address of subcontractor)*

has entered into a contract with \_\_\_\_\_ (Note 2)

*(Business name of principal contractor)*

ABN: \_\_\_\_\_ For work between:    /    /    and    /    /    (Note 3)

*Date*

*Date*

and/or Payment Claim Details: \_\_\_\_\_ (Note 4)

Nature of contract work: \_\_\_\_\_ (Note 5)

**DECLARATION**

I, \_\_\_\_\_ a Director of / a person authorised by the subcontractor on whose

*(delete as appropriate)*

behalf this declaration is made, hereby state that the abovementioned subcontractor:

Is either

☐ A sole trader or partnership without workers or subcontractors (Note 6).

OR

☐ Has and will maintain in force valid workers compensation insurance, policy \_\_\_\_\_  
*(Policy Number)*

held with \_\_\_\_\_ as indicated on the attached  
*(Insurance Company)*

Certificate of Currency dated \_\_\_\_\_, in respect of work done in connection with the contract, during any period of the contract and has paid all workers compensation insurance premiums payable in connection with the contract (Note 7).

☐ Is    ☐ Is not    also a principal contractor in connection with the work under contract (Note 8).

☐ Has    ☐ Has not    been given a written statement by subcontractors in connection with the work.

☐ Is    ☐ Is not    required to be registered as an employer under the *Pay-roll Tax 1971* \_\_\_\_\_

*(Pay-roll Tax Act No 1)*

☐ Has paid 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 (Note 9).

☐ Has paid all remuneration payable to relevant employees, for work done under the contract during the period outlined above (Note 10).

Signature \_\_\_\_\_ Full Name \_\_\_\_\_

*(please print)*

Position/Title \_\_\_\_\_ Dated \_\_\_\_\_

**WARNING**

- Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000).
- Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.



- The principal contractor must retain a copy of any written statement for a period of not less than five years (Pay-roll tax), six years (Remuneration) or seven years (Workers compensation).
- This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987

## NOTES

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Part 5B section 31G-31J of the *Pay-roll Tax Act 1971* 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, pay-roll tax and remuneration payable by the subcontractor.
2. For the purpose of this 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.
3. 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.

Section 127(6) *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.'

4. Payment claim details - Where a subcontractor has entered into a payment schedule with a principal contractor they must identify the period or payment to which the statement applies.
5. An accurate description of the work covered by the contract must be included.
6. In completing the statement, a subcontractor declares that they are a sole trader or partnership without workers or subcontractors and is not required to hold workers compensation insurance.
7. In completing the statement, a subcontractor declares that workers compensation 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. 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 work. If your business falls within this category you should also obtain statements from your subcontractors.
9. In completing the statement, a subcontractor declares that all pay-roll tax payable relating to work undertaken as part of the contract has been paid.
10. In completing the statement, a subcontractor declares that all remuneration payable has been paid.

It is noted that definitions of employer, employee, remuneration, and specific provisions for employers of outworkers in the clothing trades are as defined in s127A of the *Industrial Relations Act 1996*.

11. Failure to complete this statement may result in the principal contractor withholding any payment due to the subcontractor. Any penalty for late payment under the contract does not apply to any payment withheld under this subsection. Subcontractors may wish to keep a copy of the statement for their own records.

For more information, please visit the WorkCover website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Pay-roll Tax Act 1971* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

## Attachment E – Land Dedication

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## **Attachment F – Project Verifier Services**

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### **Schedule I**

#### **Project Verifier Services – Scope of Works**

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

1. Receive and review each revision of the Project Plans within 15 days of submission of the plan to RTA's Authorised Representative and provide Project Plan Certificates in the form of Schedule 4.
2. Receive all information and documents, attend all design meetings (as required) and obtain access to such premises as may be necessary or reasonably required for the performance of the obligations of the Project Verifier.
3. Verify the final version of the Design Documents for each design component and providing design certification in the form of Schedule 5.
4. Review the Developer's Schedule of delegated Hold and Witness Points and obtain RTA acceptance.
5. Observe, monitor, review and assess the quality of the Works and the durability of the Works to verify the Developer's compliance with the requirements of the Project Documents.
6. Independently verify that the Works comply with the Project Documents.
7. Execute and provide certificates in the form of:
  - a) Schedule 4 - Project Plan Certificate;
  - b) Schedule 5 –Design Documents Certificate;
  - c) Schedule 6 - Monthly Construction Certificate;
  - d) Schedule 7 - Construction Completion Certificate; and
  - e) Schedule 8 - Final Verification Certificate (upon expiry of the Defects Liability Period);
8. Provide a monthly progress report, by the tenth day of the following month, including details on:
  - a) the status and progress made by the Developer in the previous month in respect of the Works;
  - b) register of all Inspection and Test Plans current and closed out during the month;
  - c) outline of any construction issues not closed out within a 2 week period;
  - d) the Project Verifier's current and planned resources and staffing levels; and
  - e) any act, matter or thing which has or is likely to have a material adverse effect on the progress and provision of the Project Verifier Services, together with detailed particulars on how the Project Verifier is dealing or proposes to deal with any such act, manner or thing.

## Schedule 2

### Project Documents

1. This Works Authorisation Deed.
2. Approvals (as defined in clause 1.1 of this Works Authorisation Deed)
3. Developer's Development Consent.
- 3A RTA Development Applications and Development Consents (if applicable)
4. Project Plans:
  - a. Construction Program;
  - b. Traffic Management (including Traffic Control Plans);
  - c. Quality Plan;
  - d. Environmental Management Plan; and
  - e. Inspection and Testing Plan (Project Plans).
5. Concept Design Documentation.
6. Detailed Design Documentation (including full engineering design documentation and drawings, including design report, geotechnical report, specification, document, calculation, software, sample, model, pattern and the like, required by this Works Authorisation Deed or the Developer's Development Consent or created for the construction of the Works).
7. RTA QA DCM Specifications.
8. Schedule of delegated Hold and Witness Points.
9. Road Safety Audits.
10. Project Verification Certificates (being those certificates set out in Schedules 4 – 8 of Attachment F).
11. Other relevant documents which are agreed, in writing, by the RTA and the Developer to be Project Documents for the purposes of this Deed.

## Schedule 3

### Guidelines - Quality Assurance Verification

#### Application of Verification Activities

The provision of verification services in respect of the Works undertaken by the Developer is the key process to be implemented by the Project Verifier during the design and construction phases of the Works.

The independent Project Verifier will implement and operate systems for undertaking the following functions for the Works.

#### 1. REVIEW AND CERTIFICATION OF PROJECT PLANS

The Developer is required by the Works Authorisation Deed to prepare and submit to the RTA the Project Plans referred to in Schedule 2. The purpose of each Project Plan is for the Developer to describe in detail how he intends to carry out the Works in accordance with the requirements of the Project Documents.

Project Plans are controlled documents that will require ongoing development, amendment and updating throughout the duration of the Works.

The Project Verifier will maintain a register of all Project Plans received from the Developer. The Project Verifier will make itself familiar with all received Project Plans and raise comments where applicable. The Project Verifier will issue the Project Verification Certificates.

#### 2. RISK ASSESSMENT

The level and scope of verification of the design and verification/surveillance of the construction activity will be based on a continuous risk assessment process taking into account the importance of:

- commercial, safety, community involvement elements etc;
- results of previous audits/ surveillance;
- engineering/environmental constraints/ difficulties;
- effect on future work; and
- any other item identified during the Works.

The Project Verifier's Representative (to be notified to the RTA upon the appointment of the Project Verifier by the Developer), will determine the extent and type of verification required for the project, having regard to the following:

- complexity of the design;
- assessed risk and the likelihood and consequence of failure;
- requirements of the Project Documents;
- durability implications;
- adequacy of documentation content;
- compliance with project specific requirements; and

- any direction given by the RTA.

### 3. DESIGN VERIFICATION

The Project Verifier will independently verify that the design of the Works including temporary works complies with the requirements of the Project Documents.

Design verification will be carried out to confirm compliance of the design with the current input documents, design criteria, design codes and standards, specifications and accepted engineering practice on all design elements.

#### Process

The Project Verifier will review, where appropriate, the Design Documents (drawings, specifications and reports) generally at the concept design documentation (15% complete) and detail design documentation (85%) and review and verify on 100% complete stages. At the successful completion of the 100% reviews the Project Verifier will issue the Project Verifier's Design Documents Certificate.

During the review process the Project Verifier is to ensure that any RTA comment on the design has been incorporated or determined before the issue of the Design Documents Certificate.

Following resolution of any outstanding qualifications and issues raised by the Verifier or the RTA, the Developer shall issue accepted "For Construction" documents including final drawings, final specifications, and final design reports.

The Project Verifier will exercise discretion when carrying out independent design checks on key elements and specific issues of the design to satisfy himself that the design complies with the Project Documents. Key elements will be defined by a risk assessment process.

If the structures are propriety items, design inputs and design outputs (inclusive of drawings, fabrication process and technical specifications) must be certified by the sub-contractors for compliance with the Project Documents before the verification process commences.

The design outputs, drawings and technical specifications will be reviewed to verify that the intended design inputs and technical requirements have been incorporated in the Project Documents and design output meets the requirements of design criteria, project objectives, codes and standards.

If any design documentation is rejected, then the design amendments will be subjected to the same verification process outlined above.

The response time by the Project Verifier will be mutually agreed with the Developer and RTA for each design package (generally within 15 days).

#### Other Outputs

- Progressively review and certify accepted 'For Construction' detailed design documentation (drawings and specifications) of both permanent and temporary staging works.
- Review and certify Amended Design Documents that might arise during the course of construction.

### 4. CONSTRUCTION WORKS VERIFICATION



The Project Verifier will independently verify that the Works as constructed, including temporary works and product and process, comply with the requirements of the Project Documents. It is acknowledged, the majority of the construction obligations will be met by the Developer's Principal Contractor.

#### Site Surveillance

The Project Verifier will monitor the construction activities on site and will identify, raise and document observations, which indicate non-compliance with the requirements of the Technical Specifications, Project Documents and the Project Quality Plan including the Technical Procedures ('TPs') and Inspections and Tests Plans ('ITPs'). These observations together with comments of agreed actions and Project Verifier acceptance will be recorded by the Developer in a register of Construction Issues.

#### Construction Control - Inspection and Test Plans

The Developer is required to establish ITPs for all manufacturing and construction activities to comply with the requirements of the Project Documents. TPs, ITPs and Verification Checklists ('VCs') are controlled documents that will be subject to review and amendment during the terms of this Deed.

The Project Verifier will review all ITPs, TPs and VCs issued by the Developer based on the requirements of the (Project) Documents to ensure that adequate construction and verification steps are included to provide an adequate level of control of the construction process. The Documents will also be reviewed to ensure that all the Hold Points, Witness Points, acceptance criteria, methods of testing, frequency of testing, time limits for testing, time constraints for submissions, responsibilities, traceability and evidence of conformance in the form of quality records have been identified.

All comments raised during the review process will be forwarded to the Developer for action. The Developer's response, which will be required on the same review form, will be reviewed and if found satisfactory the latest document will be used as the bases for monitoring and surveillance.

#### Progressive Certification Reports

Throughout the construction phase there is to be a monthly issuing of Quality Assurance Verification.

The Project Verifier will carry out quality record audits to verify that all required quality records that provide evidence of conformance of individual work components (**lots**) have been obtained, verified, analysed as required, stored and maintained with adequate product and record traceability. Examples of such quality records includes Test and Commissioning Certificates, Supplier's/Manufacturer's Conformance Certificates, survey conformance reports, verification checklists and ITPs, delivery dockets, measurements, inspection reports, verification reports, conformance reports, NCRs, CARs and calibration records.

#### Hold Points

The Developer's Contractor's appointed Quality Manager must be satisfied that all activities in the process including methods of work, sequence of activities, inspections and tests preceding any Hold / Witness Point specified in the Quality Plan comply fully with the requirements of the Project Documents prior to release of any Hold Point or request release of the Hold Points from the appropriate delegated representative as detailed in the approved schedule of delegated Hold & Witness Points.

Hold Points for recommendation for release by the Project Verifier can be described under the following categories and will be determined by the Project Verifier undertaking a risk assessment process to ensure critical items are identified:

- release of **document, information or notice** Hold Points. The Developer's Contractor is responsible for the verification of all information prior to submission to the Project Verifier. Submissions related to critical work items (such as concrete mix designs) will be reviewed to ensure that the requirements of the Specifications have been met. The Project Verifier will review all submissions and raise comments where applicable; and
- release of **construction activity** Hold Points after a satisfactory outcome of inspection, witness, testing and verification of conformance records. The Project Verifier will inspect the product or the work activity at the stage specified, review testing and quality records that provide evidence of conformance including evidence of verification by the nominated personnel of the preceding procedural steps or activities.

The Developer's Contractor must not proceed beyond any Hold Point referred to in the Contractor's Quality Plan without release by the delegated representative.

### Non-conformances

The Developer's Contractor must establish an appropriate method for identification and control of all occasions where the product or service fails to pass any inspection or test in accordance with the defined acceptance criteria.

Upon the identification of a non-compliance during monitoring or surveillance audits, the Project Verifier will document the finding and immediately advise the Developer's Contractor. Even if the non-compliance can be fixed on the spot or during the conduct of the surveillance audit, the action shall still be documented in a register of construction issues (**Construction Issues Register**). If the non-compliance cannot be fixed on the spot, the issue will be documented in the Construction Issues Register and the Developer's Contractor will be given the opportunity to raise a NCR under its Quality System, within two working days of identifying the non-compliance, or a Non-conformance Notice will be issued. The Project Verifier may request the Developer's Contractor to propose a Corrective Action to prevent recurrence of the non-conformance.

The RTA may also issue a 'Non-conforming Product Notification' upon the identification of a nonconforming product. Non-conformances identified by the RTA or the Project Verifier must be dealt with in the same manner as if the Developer's Contractor had identified it.

All construction issues shall be documented in the Construction Issues Register and then categorised under the appropriate resolution process eg: NCR, RFI, Design Change, CAR etc.

The RTA must immediately be notified of issues that have the potential to adversely impact the quality and/or durability of the works. In this regard, the Project Verifier will use its professional judgment, based on risk, as to when the issue must be communicated to the RTA. Irrespective, any construction issues not satisfactorily closed out within a two week period must be communicated to the RTA's Authorised Representative.

### Construction Issue Register

A Construction Issues Register must be maintained by the Developer's Contractor on a spreadsheet file, to identify and document issues highlighted during the construction period as a result of surveillance and monitoring.

The Construction Issue Register will also document any follow up action, reference relevant documentation/filing and record date of close out.

### Construction Completion

When Practical Completion is achieved, the Project Verifier shall issue the Construction Completion Certificate, as set out in Schedule 7, verifying the Works have been completed in accordance with the Project Documents, subject to minor defects and/or omissions.

### Final Completion

Subject to satisfactory defect rectification and acceptance by the RTA, at the end of the Defects Liability Period, the Project Verifier shall issue the Final Verification Certificate.



## Schedule 4

### Project Plan Certificate

Project: [Insert Project Name]

In accordance with the terms of the Works Authorisation Deed (**Deed**) between the Roads and Traffic Authority of New South Wales and the Developer with respect to the Project, we hereby certify that:

The *[insert Project Plan, eg. Quality Plan]*:

- (a) complies with all the requirements of the Deed and the Project Documents;
- (b) the Developer's Contractor's quality system is in accordance with AS/NZS ISO 9001:2000 Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing; and
- (c) that documentation in relation to the [INSERT] Project Plan has been recorded and submitted to the RTA in accordance with the Deed.

.....

Signed for and on behalf of

*[Insert name of Project Verifier]*

## Schedule 5

### Design Documents Certificate

Project: [Insert Project Name]

In accordance with the terms of the Works Authorisation Deed (**Deed**) between the Roads and Traffic Authority of New South Wales and the Developer with respect to the Project, we hereby certify that:

- (a) The attached Design Documents:
  - (i) comply with all the requirements of the Deed and the Project Documents; and
  - (ii) is documented to enable construction in compliance with the Project Documents.
- (b) The Developer has addressed all issues of review, comment and consultation with the RTA in respect of the Design Documents.

.....

Signed for and on behalf of

*[Insert name of Project Verifier]*

## Schedule 6

### Monthly Construction Certificate

Project: [Insert Project Name]

In accordance with the terms of the Works Authorisation Deed (**Deed**) between the Roads and Traffic Authority of New South Wales and the Developer with respect to the Project, for the work activities carried out between [insert date] to [insert date] we hereby certify that:

- (a) all activities (lots) and the associated Inspection and Test Plan (ITP) carried out during the calendar month are detailed in the attached ITP register; and
- (b) all work carried out during the calendar month by the Developer's Contractor has been executed and is in accordance with the requirements of the ITP and the Project Documents, subject to the following:

[insert]

.....  
Signed for and on behalf of

*[Insert name of Project Verifier]*

## Schedule 7

### Construction Completion Certificate

Project: [Insert Project Name]

In accordance with the terms of the Works Authorisation Deed (**Deed**) between the Roads and Traffic Authority of New South Wales and the Developer with respect to the Project, we hereby certify that:

- (a) The Developer and its contractors have complied with and satisfied the requirements of RTA Quality Assurance DCM Specification Q6;
- (b) The Developer has completed construction in accordance with the Design Documents and the Project Documents it was entitled to use for construction purposes, subject to minor defects or omissions;
- (c) The release of all Hold & Witness Points has been undertaken in accordance with the Project Documents;
- (d) All documentation has been recorded and submitted to RTA in accordance with the Deed; and
- (e) The Works comply with the requirements of the Deed and the Project Documents.

.....  
Signed for and on behalf of

*[Insert name of Project Verifier]*

## Schedule 8

### Final Verification Certificate

Project: [Insert Project Name]

In accordance with the terms of the Works Authorisation Deed (**Deed**) between the Roads and Traffic Authority of New South Wales and the Developer with respect to the Project, we hereby certify that at the date of the expiration of the "Defects Liability Period" as defined in the Deed:

- (a) all design, construction, inspection, repairs, maintenance and monitoring by the Developer has been undertaken in accordance with the Deed and the Project Documents; and
- (b) all documentation has been recorded and submitted to RTA in accordance with the Deed.

.....

Signed for and on behalf of

*[Insert name of Project Verifier]*