Western Sydney Airport
Bulk Earthworks and Airside Civil Works

Invitation to submit a Registration of Interest

February 2018
WSA Co Ltd
(ABN 81 618 989 272)
Contents

1. Introduction ............................................................................................................................... 4
  1.1 Invitation to submit a Registration of Interest ................................................................. 4
  1.2 Key information .................................................................................................................. 4
  1.3 Indicative procurement timetable ..................................................................................... 5
  1.4 Interaction during the ROI stage ..................................................................................... 5
  1.5 Structure of this Invitation ............................................................................................. 5

2. Background ............................................................................................................................... 6
  2.1 Growth in Western Sydney ............................................................................................... 6
  2.2 Western Sydney Airport – a unique opportunity............................................................. 7
  2.3 WSA Co engagement ...................................................................................................... 8
  2.4 The need for a new airport ............................................................................................. 8
  2.5 Economic benefit and job creation ............................................................................... 8
  2.6 Regulatory context ........................................................................................................ 9
  2.7 Airport Plan ................................................................................................................... 9
  2.8 Environmental Impact Statement .................................................................................. 9

3. Western Sydney Airport .......................................................................................................... 10
  3.1 Overview ......................................................................................................................... 10
  3.2 Objectives for the Western Sydney Airport ................................................................. 10
  3.3 Badgerys Creek site ....................................................................................................... 10
  3.4 Western Sydney Airport scope of works .................................................................... 11
  3.5 Packaging approach ...................................................................................................... 12
  3.6 Procurement method ..................................................................................................... 13
  3.7 Indicative delivery timeline ......................................................................................... 14
  3.8 Interfaces ...................................................................................................................... 14
  3.9 Key parties involved in delivery ................................................................................... 14
  3.10 WSA Co engagement of a Delivery Partner .................................................................. 15
  3.11 Stakeholder and community engagement ................................................................ 15
  3.12 Health and safety ........................................................................................................ 16
  3.13 Financial capacity and security .................................................................................. 16
  3.14 Facilitating growth in Western Sydney ...................................................................... 16
  3.15 Building Code compliance ....................................................................................... 17

4. Bulk Earthworks and Airside Civil Works ........................................................................... 18
  4.1 Overview of Bulk Earthworks and Airside Civil Works ................................................ 18
  4.2 Procurement process .................................................................................................... 18
  4.3 Scope of works .............................................................................................................. 19
  4.4 Commercial structure .................................................................................................. 20

5. Registration .......................................................................................................................... 27
  5.1 Minimum requirements ............................................................................................... 27
  5.2 How to register ............................................................................................................. 27
  5.3 WSA Co Representative .............................................................................................. 27
  5.4 Enquiries and clarification questions .......................................................................... 28
  5.5 Access to Invitation to submit an EOI via the WSA Data Room ..................................... 28
  5.6 Interested Party and Registrant communications ......................................................... 28
  5.7 Anti-lobbying, improper interference and solicitation ................................................ 29
  5.8 Probity .......................................................................................................................... 29

6. Definitions and interpretation .............................................................................................. 30
  6.1 Definitions ..................................................................................................................... 30
  6.2 Interpretation ................................................................................................................ 31

Attachment 1: Registration Application .................................................................................. 32
Attachment 2: Confidentiality and Disclaimer Deed Poll ....................................................... 35
Attachment 3: User Access Request Form ............................................................................. 47
Appendix A – WSA Data Room Conditions of Use ................................................................. 49
List of Attachments

<table>
<thead>
<tr>
<th>List of attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 1</td>
</tr>
<tr>
<td>Attachment 2</td>
</tr>
<tr>
<td>Attachment 3</td>
</tr>
</tbody>
</table>
1. Introduction

The purpose of this section is to provide an overview of key information relating to this Invitation to submit a Registration of Interest.

1.1 Invitation to submit a Registration of Interest

Western Sydney Airport will provide much-needed additional aviation capacity to meet growing demand in the Sydney basin and improve access to flights for people in Western Sydney. One of Australia's most significant infrastructure projects in decades, the international and domestic airport will open in 2026.

WSA Co has been established to design, build and operate the Western Sydney Airport.

Development of Western Sydney Airport involves delivery of a single 3.7-kilometre runway, terminal and airport facilities to provide for 10 million annual passengers. WSA Co is seeking to engage a suitably qualified Contractor for the design and construction of the Bulk Earthworks and Airside Civil Works.

The purpose of this Invitation for ROI is to:

- provide information about Western Sydney Airport and the procurement process for the Bulk Earthworks and Airside Civil Works to Interested Parties; and
- invite Interested Parties (whether individually or as part of a consortium) to register to receive the Invitation to submit an Expression of Interest for the Bulk Earthworks and Airside Civil Works.

Interested Parties that are determined to be eligible for registration by WSA Co will be able to download the Invitation to submit an Expression of Interest and the Information Documents from the WSA Data Room.

1.2 Key information

The table below provides an overview of key information relating to this Invitation.

<table>
<thead>
<tr>
<th>Key ROI information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROI Description</td>
<td>WSA Co invites Interested Parties (whether individually or as part of a consortium) to register to receive the Invitation to submit an Expression of Interest for the Bulk Earthworks and Airside Civil Works.</td>
</tr>
<tr>
<td>Release of Invitation to submit an Expression of Interest</td>
<td>June 2018</td>
</tr>
<tr>
<td>Registration Method</td>
<td>Refer to section 5 of this Invitation</td>
</tr>
</tbody>
</table>
| WSA Co Representative               | Name: Jackie Aggett  
                                   | Email: tenders@wsaco.com.au                                                                                                           |
1.3 Indicative procurement timetable

The table below provides an indicative timetable for procurement of the Bulk Earthworks and Airside Civil Works package.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date / Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Invitation to submit an Expression of Interest</td>
<td>June 2018</td>
</tr>
<tr>
<td>Expression of Interest submission close</td>
<td>August 2018</td>
</tr>
<tr>
<td>Release of the Request for Tender</td>
<td>September to October 2018</td>
</tr>
<tr>
<td>D&amp;C Deed awarded</td>
<td>Mid 2019</td>
</tr>
<tr>
<td>Bulk Earthworks and Airside Civil Works completed</td>
<td>Mid 2025</td>
</tr>
</tbody>
</table>

The indicative timetable is provided for guidance only. The provision of the indicative timetable does not impose any obligations on WSA Co to proceed with any activities or processes on the stated dates or otherwise and does not identify all activities relating to the procurement of the Bulk Earthworks and Airside Civil Works. WSA Co may change the indicative timetable at its absolute discretion.

1.4 Interaction during the ROI stage

WSA Co intends to engage with Interested Parties and Registrants during the ROI stage in relation to the timing, scope and procurement process for the Bulk Earthworks and Airside Civil Works. WSA Co may provide supplementary information to assist with these interactions.

1.5 Structure of this Invitation

This Invitation comprises the following sections:

- Background;
- Western Sydney Airport;
- Bulk Earthworks and Airside Civil Works;
- Registration; and
- Definitions and interpretation.
2. Background

The purpose of this section is to provide an overview of Western Sydney Airport’s background, strategic rationale and regulatory context.

2.1 Growth in Western Sydney

Western Sydney is Australia’s third-largest economy. It currently has a population of more than two million residents, representing just under half of Sydney’s total population, and is expected to grow to around four million residents by 2050.

To ensure Western Sydney can accommodate and respond to this growth, a number of key infrastructure projects are planned to be undertaken to connect Western Sydney with the broader Sydney region. These include:

- Western Sydney Airport;
- WestConnex and M4 Motorway upgrade (Parramatta to Lapstone);
- the Western Sydney Infrastructure Plan for road connectivity across the region, which includes:
  - a new M12 Motorway to provide direct access to the Western Sydney Airport;
  - realigning and upgrading The Northern Road;
  - upgrading Bringelly Road;
  - completing the Werrington Arterial Road; and
  - a $200 million package of local road upgrades; and
- Sydney Metro West (mass transit between Parramatta and the Sydney CBD).

The development of Western Sydney Airport is an important part of the Australian Government’s vision for Western Sydney. Following a strategic assessment of potential sites that could support a second airport, the Commonwealth determined that an airport development on Commonwealth-owned land at Badgerys Creek in Sydney’s south-west would deliver the maximum benefit to the community.

The south-west region is one of the fastest growing regions in Western Sydney and the new airport would be a major catalyst for growth in investment, infrastructure and employment throughout the region. A map of the WSA Site and the surrounding key infrastructure projects to be developed in the wider south-west region is provided in the figure below.
2.2 Western Sydney Airport – a unique opportunity

The greenfield development of Western Sydney Airport provides a once-in-a-generation opportunity to design, build and operate a world-class airport that creates new jobs and promotes economic growth in Western Sydney.

The Commonwealth has announced the development of Western Sydney Airport at Badgerys Creek in Sydney’s west. Western Sydney Airport will provide much-needed additional aviation capacity to meet the growing demand in the Sydney basin and improve access to flights for people in Western Sydney. One of Australia’s most significant infrastructure projects in decades, the full service airport will open in 2026.
Upon opening, Western Sydney Airport will provide capacity for 10 million annual passengers (Stage 1). As passenger demand increases, expansion of the airport will be required. It is expected that as demand approaches 40 million annual passengers, a second parallel runway would be constructed in about 2050. At some time beyond 2060, it is expected that Western Sydney Airport could be servicing approximately 82 million passengers per annum.

Enabling Works, including the Early Earthworks, are expected to commence in the second half of 2018. Construction of the first Main Works package, the Bulk Earthworks and Airside Civil Works is expected to commence in the second half of 2019.

2.3 WSA Co

In August 2017, the Commonwealth established WSA Co Limited (WSA Co), a Government Business Enterprise constituted under the Corporations Act 2001 (Cth) and operating under the Public Governance, Performance and Accountability Act 2013 (Cth), to deliver and operate the Western Sydney Airport.

WSA Co is wholly owned by the Commonwealth. The Commonwealth will invest up to $5.3 billion for WSA Co to build Western Sydney Airport. Further details regarding WSA Co, including details in relation to the Chairman and Board, can be found online at the WSA Co website (www.wsaco.com.au).

2.4 The need for a new airport

The need for development of a new airport has been driven by continued growth in demand for aviation services throughout the greater Sydney region and future physical capacity constraints at the existing Kingsford Smith Airport.

Efficient access to air services for passenger travel and high-value freight is essential to ensuring that Sydney remains an international commercial and financial centre and keeps its place as Australia’s foremost tourist destination.

Over the next 20 years, it is estimated that demand for passenger aviation services in Sydney will more than double, from 40 to 87 million passengers per annum. These projections indicate that the Sydney basin passenger movements will have reached over 80 million per annum by the mid-2030s, exceeding Kingsford Smith Airport’s maximum capacity (even if its current operational restrictions were removed). Any shortfall in airport capacity could have a significant adverse impact on economic growth, productivity and employment in both New South Wales and Australia.

Whilst a number of strategic options have been assessed, detailed studies over a number of decades have consistently found that the most effective way to address increased aviation demand, while mitigating environmental and social impacts, is to develop a new airport in Badgerys Creek.

2.5 Economic benefit and job creation

It is projected that the development of Western Sydney Airport will create jobs and stimulate the economy with construction expected to generate:

- $1.9 billion in value-add for the Western Sydney economy; and
- a further $400 million across the rest of Sydney.
During initial operations, Western Sydney Airport is expected to provide substantial economic and employment opportunities. In particular, it is anticipated the initial operations will:

- create 8,730 full time equivalent direct onsite jobs;
- generate around $77 million in value-added benefits for Western Sydney; and
- generate about $145 million in value-added for the wider Sydney region.

2.6 Regulatory context

The proposed airport is one of the largest infrastructure projects in Australia’s history and would be the first major new Australian airport development in decades.

Development of the airport is subject to a Commonwealth environment and development approvals framework under the Airports Act 1996 (Cth) (Airports Act). The Airports Act provides for the preparation of an ‘Airport Plan’, to guide the development of the airport. The Airport Plan was determined by the Minister for Urban Infrastructure in December 2016. A pre-condition to that determination was finalisation of an Environmental Impact Statement (EIS) which occurred in September 2016.

2.7 Airport Plan

The Airport Plan consists of three parts, being the title section (Part 1), the concept design (Part 2) and the details of the specific developments authorised by the Airport Plan (Part 3). The conditions set out in Part 3 must be complied with in the planning, construction and operation of the Western Sydney Airport. The Airport Plan is publicly available online via the WSA Co website.

2.8 Environmental Impact Statement

In preparing the EIS, the Commonwealth undertook a comprehensive study of the environmental, social and economic impacts that the Western Sydney Airport could potentially have on the airport site and surrounding areas. The EIS identifies a number of mitigation measures to be implemented in order to minimise the impacts of the development of Western Sydney Airport. The EIS is also publicly available online via the WSA Co website.
3. Western Sydney Airport

The purpose of this section is to provide an overview of the Western Sydney Airport scope of work, WSA Co’s proposed delivery approach and developments undertaken to date.

3.1 Overview

WSA Co is responsible for constructing and operating Western Sydney Airport in accordance with the Airport Plan. This section will specifically focus on WSA Co’s approach to constructing Western Sydney Airport and ensuring that operational readiness is achieved by December 2026.

At a high level, the Western Sydney Airport scope includes undertaking all required works to deliver a single 3.7-kilometre runway and airport facilities for 10 million annual passengers (refer to section 3.4 below for further details). WSA Co has developed a delivery approach that will ensure that the Western Sydney Airport is delivered to a high standard, within appropriate timeframes, and achieves the best outcomes for the Western Sydney region.

3.2 Objectives for the Western Sydney Airport

The development of Western Sydney Airport will bring a range of benefits to Western Sydney and the Australian economy. WSA Co’s objectives for the Western Sydney Airport are (WSA Co Objectives):

- **improving access to aviation services in Western Sydney**: by providing a broad range of passenger and air freight services;

- **resolving the long-term aviation capacity issue in the Sydney basin**: by maximising the aviation capacity of the site, noting the constraints at Sydney (Kingsford Smith) Airport;

- **maximising the value of a Western Sydney Airport as a national asset**: including consideration of benefits the airport will bring within and around Western Sydney, NSW and Australia and enhancing Australia’s international competitiveness for air travel;

- **optimising the benefit of Western Sydney Airport on employment and investment in Western Sydney**: by recognising that the airport will be a major catalyst for growth and development in Western Sydney;

- **effectively integrating with new and existing initiatives in the Western Sydney area**: by ensuring long-term planning considers the airport’s economic, social and environmental impact in Western Sydney; and

- **operating on commercially sound principles, having regard to the Australian Government’s intention to preserve its options with respect to ownership and governance arrangements**: by applying private sector discipline in the management of WSA Co.

3.3 Badigerys Creek site

The Western Sydney Airport will be developed on around 1,700 hectares of Commonwealth-owned land at Badigerys Creek in Western Sydney (WSA Site). The WSA Site is approximately 50 kilometres from Sydney’s central business district. The site is adjacent to the South West Priority Growth Area and the Western Sydney Employment Area. It is also situated close to key transport corridors, including the Westlink M7 Motorway, the M12 Motorway and south west rail link.
The WSA Site is bounded by Elizabeth Drive to the north, Willowdene Avenue to the south, Luddenham and Adams Road to the west and Badgerys Creek to the east. The WSA Site has been largely cleared. The existing terrain is made up of undulating topography, and substantial earthworks are required to create a level surface to allow construction of the runway, taxiways and support services. The WSA Site location is illustrated in the figure below.

**Location of the WSA Site**

![Map showing the location of the WSA Site](image)

Source: Western Sydney Airport Environmental Impact Statement

### 3.4 Western Sydney Airport scope of works

The scope of works for the Western Sydney Airport is defined in the Airport Plan and will generally include the investigation, design, construction and commissioning of:

- bulk earthworks to move and redistribute just over 20 million cubic metres of material on the Badgerys Creek site;
- a single 3.7-kilometre runway;
- aprons, taxiways and other airside pavements;
- a multi-user terminal;
• appropriate airport and aviation support facilities;
• drainage and utilities infrastructure; and
• car parking, on-site roads and other appropriate landside facilities.

Western Sydney Airport will initially deliver capacity for 10 million annual passengers and is planned to be capable of handling both domestic and international services. It will also be designed to accommodate future staged developments on the airport site.

### 3.5 Packaging approach

WSA Co has carefully considered a proposed packaging approach that best achieves the WSA Co Objectives and results in an optimal position with respect to timeframes, risks, technical requirements and value for money considerations.

After undertaking detailed analysis of a number of packaging options, WSA Co has adopted the following approach for packaging the Western Sydney Airport scope of works, which comprises:

- **Enabling Works packages**, to be procured via several separate works packages as set out in the table below; and
- **Main Works packages**, to be procured via three primary works packages.

The following table provides an indicative scope of works for the Enabling Works packages.

<table>
<thead>
<tr>
<th>Enabling Works package</th>
<th>Indicative scope of works</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Early Earthworks</strong></td>
<td>Comprising the following indicative scope of works:</td>
</tr>
<tr>
<td></td>
<td>• decontamination of the &quot;Early Earthworks area&quot;;</td>
</tr>
<tr>
<td></td>
<td>• early bulk earthworks (including preparation of a material stockpiling pad);</td>
</tr>
<tr>
<td></td>
<td>• drainage work;</td>
</tr>
<tr>
<td></td>
<td>• partial realignment of Badgerys Creek Road; and</td>
</tr>
<tr>
<td></td>
<td>• construction of new intersection at Elizabeth Drive, in collaboration with RMS.</td>
</tr>
<tr>
<td><strong>TransGrid relocation</strong></td>
<td>TransGrid has been contracted to place underground its 330kV transmission line along the north-western boundary of the WSA Site and then decommission the above ground equivalent that currently transects the WSA Site.</td>
</tr>
<tr>
<td><strong>Land survey</strong></td>
<td>Provision of a range of engineering site survey services designed to ensure there is sufficient information about the WSA Site for the works packages to proceed without delay.</td>
</tr>
<tr>
<td><strong>Geotechnical investigation works</strong></td>
<td>Geotechnical investigation services focused on areas where building and drainage features will be, including more than 100 boreholes and 20 test pits.</td>
</tr>
<tr>
<td><strong>Air and noise monitoring</strong></td>
<td>A 12-month program of air and noise monitoring both before and during construction works.</td>
</tr>
</tbody>
</table>
The following table provides an indicative scope of works for the three Main Works packages.

<table>
<thead>
<tr>
<th>Main Works package</th>
<th>Indicative scope of works</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Package 1 - Bulk Earthworks and Airside Civil Works</strong></td>
<td>Comprising the following indicative scope of works:</td>
</tr>
<tr>
<td></td>
<td>• decontamination of Stage 1 site (excl. Early Earthworks area);</td>
</tr>
<tr>
<td></td>
<td>• earthworks platform and drainage for the whole Stage 1 site;</td>
</tr>
<tr>
<td></td>
<td>• airside services and utilities;</td>
</tr>
<tr>
<td></td>
<td>• airside pavements (runway, taxiways, aprons);</td>
</tr>
<tr>
<td></td>
<td>• airside roads; and</td>
</tr>
<tr>
<td></td>
<td>• airside landscaping.</td>
</tr>
<tr>
<td><strong>Package 2 - Terminal &amp; Speciality Works</strong></td>
<td>Comprising the following indicative scope of works:</td>
</tr>
<tr>
<td></td>
<td>• terminal building and precinct (including all airside works not in main works package 1 and airside equipment)¹; and</td>
</tr>
<tr>
<td></td>
<td>• specialty aviation works, such as baggage handling, security and information technology.²</td>
</tr>
<tr>
<td><strong>Package 3 - Landside Civil and Building Works</strong></td>
<td>Comprising the following indicative scope of works:</td>
</tr>
<tr>
<td></td>
<td>• landside buildings;</td>
</tr>
<tr>
<td></td>
<td>• car parking;</td>
</tr>
<tr>
<td></td>
<td>• ground transport;</td>
</tr>
<tr>
<td></td>
<td>• various utility upgrades and works; and</td>
</tr>
<tr>
<td></td>
<td>• various other landside facilities (e.g. AFP offices).</td>
</tr>
</tbody>
</table>

The specific scope of works for each package outlined above will continue to be developed by WSA Co as the procurement process progresses.

### 3.6 Procurement method

The Bulk Earthworks and Airside Civil Works is expected to be procured via a Design and Construct (D&C) procurement model. Detail in relation to the proposed commercial structure is at section 4.4 and will be further developed as part of the EOI.

The specific procurement models to be adopted for the Terminal & Speciality Works and Landside Civil and Building Works packages are currently being finalised by WSA Co. Further details in relation to the procurement of these works packages, and their interface with the Bulk Earthworks and Airside Civil Works, will be provided in the RFT documents.

---

¹ WSA Co is currently undertaking an assessment as to whether a design competition will be undertaken in order to develop the functional design for the terminal building and precinct (or part thereof).

² Subject to further consideration, a number of specialty aviation works may be procured separately to the terminal building and precinct works.
3.7 Indicative delivery timeline

The following chart provides an indicative timeline for delivery of the Western Sydney Airport, broken down by the individual timeframes for each key works package (the smaller Enabling Works packages are not disclosed on the timeline). The timeline may require changes as the procurement process progresses.

3.8 Interfaces

Given the concurrent delivery of multiple work packages, significant ongoing engagement between WSA Co, its advisors and each of the works package contractors will be required during the detailed design, delivery, systems integration, commissioning and testing phases.

WSA Co’s intention is to establish a commercial framework which requires all contractors to focus not only on their specific scope of works but on the impacts and outcomes across all work packages, taking a best for project perspective.

3.9 Key parties involved in delivery

There are a number of key parties which will be required to cooperate and contribute to the successful delivery of the Western Sydney Airport. The table below provides an overview of the key parties that will be involved in delivery of the Western Sydney Airport, including a high level summary of each party’s respective role. The key parties and their roles may require changes as the procurement process progresses.
### 3.10 WSA Co engagement of a Delivery Partner

WSA Co has elected to adopt a delivery partner model to assist with delivery of the Western Sydney Airport. The delivery partner model is an innovative delivery model for major infrastructure projects whereby the principal engages a delivery partner to assist with project management, planning, cost control, design management and construction management services.

Under the model, the principal’s own internal capabilities are augmented with those of the delivery partner, with the aim of achieving cost, time and other benefits in delivering the Western Sydney Airport.

### 3.11 Stakeholder and community engagement

Western Sydney Airport is one of Australia’s largest infrastructure projects, and as such there are a wide range of stakeholders and community members with a correspondingly large range of local issues and interests in the Western Sydney Airport. Effective stakeholder and community participation in the planning and delivery of infrastructure can deliver better social, economic and environmental outcomes.

WSA Co is committed to engaging with the community and stakeholders in an open, inclusive, accessible and timely manner throughout the planning and delivery of the Western Sydney Airport and has an expectation that all contractors will adhere to this commitment in the delivery of their respective works packages.

Contractors and other involved parties may be required to communicate and engage with stakeholders and the local community. Communications and engagement activities with stakeholders must be proactive and well integrated into the planning and delivery of the Western Sydney Airport. It is important that potential issues and impacts on stakeholders are anticipated, considered and addressed in communications and engagement activities.
3.12 Health and safety

WSA Co is focused on eliminating or reducing risks to health and safety in order to achieve the overarching objective of delivering the Western Sydney Airport safely, preventing harm to workers or others affected by the works and inspiring exceptional health and safety performance. This objective can be achieved if WSA Co and its partners:

- ensure that safety is a core value;
- aspire to provide our people, our contractors, our stakeholders and members of the public with the highest level of safety protection;
- demonstrate visible safety leadership and inspire our people, our contractors and our stakeholders to value exceptional health and safety performance;
- lead an environment of trust and transparency;
- promote safety innovation and recognise exceptional health and safety performance; and
- monitor, review and achieve continual improvement in health and safety performance.

WSA Co requires exceptional health and safety management, and that all health and safety risks are identified and subsequently eliminated or satisfactorily controlled. WSA Co also expects the development and implementation of safety initiatives to drive continuous improvement of safety performance throughout delivery.

3.13 Financial capacity and security

During the EOI stage, WSA Co will assess the financial capacity of all entities that will ultimately accept any substantial risk or responsibility in respect of the works. This includes assessing their ability to meet respective obligations under subcontractor arrangements with primary contractors, particularly in light of the significant size and scale of the Western Sydney Airport works packages. Applicants will be required to demonstrate that each of their key participants and providers has the financial capacity, capability and track record to successfully deliver its aspect of the Western Sydney Airport.

At the RFT stage, WSA Co will assess the appropriateness of security arrangements (including parent company guarantees) and the monitoring and cure regimes proposed to address subcontractor payments, performance and default events. The commercial framework for each package will provide appropriate protection to WSA Co under default and termination scenarios and to proactively monitor the financial stability of the project structure over the term of the Western Sydney Airport development.

3.14 Facilitating growth in Western Sydney

WSA Co is committed to ensuring that Western Sydney Airport generates appropriate economic and social benefits for the greater Western Sydney region. WSA Co requires all parties to maximise opportunities in relation to:

- utilising local suppliers and employing local resources wherever possible;
• creating job opportunities and promoting a strong and sustained vocational training culture through the employment of apprentices, trainees and engineering cadets within the local building and construction industry; and

• encouraging participation of priority jobseekers and underrepresented groups in the industry including women, Aboriginal and Torres Strait Islanders, economic and social disadvantaged groups, people with a disability, retrenched workers, young people and long-term unemployed people.

Given the scale of the works, WSA Co is seeking innovative approaches to maximising economic and social benefits within the greater Western Sydney region and involving the local industry in all aspects of the Western Sydney Airport development.

3.15 Building Code compliance

WSA Co requires that all contractors for the Western Sydney Airport must comply with the requirements of the Code for the Tendering and Performance of Building Work 2016 (the Building Code). It is intended that all Registrants who participate in the next stage of this procurement process, will be required, as part of their EOI response, to submit a signed “Declaration of Compliance” which will be attached to the EOI.
4. Bulk Earthworks and Airside Civil Works

The purpose of this section is to provide an overview of the Bulk Earthworks and Airside Civil Works.

4.1 Overview of Bulk Earthworks and Airside Civil Works

This package of works is the largest works package for the Western Sydney Airport and, as indicatively scoped, will involve earthworks to cut to fill of just over 20 million cubic metres of material on the Western Sydney Airport site, the development of a 3.7-kilometre runway and associated taxiways as well as the trunk drainage network and associated detention and bio-retention basins.

The Bulk Earthworks and Airside Civil Works will interface with the majority of other works packages and failure to reach key milestones may result in delays to the wider project. As such, WSA Co is seeking a cooperative and collaborative approach to delivering the Bulk Earthworks and Airside Civil Works.

4.2 Procurement process

WSA Co is committed to working collaboratively with all parties to ensure that the procurement process for the Bulk Earthworks and Airside Civil Works results in high quality submissions and best for project outcomes. This section provides a brief overview of key elements of the proposed Bulk Earthworks and Airside Civil Works procurement process.

4.2.1 Contribution towards tender costs

To support tenderers with the development of high quality tenders during the RFT stage, WSA Co is proposing to provide unsuccessful tenderers with a capped monetary contribution towards costs associated with the development of their tender.

Receipt of the contribution will be subject to a number of standard terms and conditions, including but not limited to, the submission of a conforming tender and grant to WSA Co of all intellectual property associated with the tender. Further details will be provided during the EOI stage.

4.2.2 Collaborative tender process

WSA Co recognises that a collaborative process will benefit both tenderers and WSA Co by facilitating the development of high quality and well-considered tenders.

WSA Co intends to conduct a collaborative tender process with high levels of interaction between WSA Co / Delivery Partner and the tenderers, commencing from the shortlisting of tenderers and continuing up to the lodgement of tenders. This process will provide tenderers with the opportunity to progressively workshop the development of their concepts and designs and to seek clarification and feedback in the context of the WSA Co’s requirements, prior to lodgement.

All aspects of the collaborative interactions will be conducted within the project’s probity framework and in accordance with any procurement process protocols issued by WSA Co.
Tenderers will be encouraged to use the interactive process to test the acceptability of their technical and commercial solutions and to seek maximum understanding of WSA Co’s requirements as expressed in the Request for Tender.

4.2.3 Release of WSA Co’s reference design and technical information

WSA Co has the core objective of ensuring that the design and construction of the Bulk Earthworks and Airside Civil Works contributes to the delivery of a world class airport that facilitates best practice and efficient aviation operations. Therefore, WSA Co is itself undertaking a significant amount of upfront design development and technical planning in order to ensure that the Western Sydney Airport is operationally focused and achieves the WSA Co Objectives. This includes development of a detailed reference design for the airport development.

WSA Co proposes to provide the reference design and other technical information (including models) to the shortlisted Tenderers in advance of the commencement of the RFT stages. WSA Co is providing this information in order to prevent effort duplication and to allow Tenderers access to the design and technical information early. The reference design will be provided for guidance only and WSA Co expects all tenderers to incorporate innovation and best practice industry expertise to optimise their design where possible.

4.2.4 Lean approach to bid documentation

WSA Co recognises the importance of ensuring that information requested as part of the EOI and RFT directly relates to the Evaluation Criteria and the bidders capability to deliver the Bulk Earthworks and Airside Civil Works overall. WSA Co also understands the detrimental impact that excessive information requests can have on bid costs and preparation time.

Where possible, WSA Co is committed to undertaking a lean approach to the EOI and RFT returnable schedules to ensure that efficiencies are captured in both the bid preparation and evaluation processes (including minimising the number and content of management plans). All returnable schedules will be page limited and contain clear and concise requirements.

During the EOI process, WSA Co will encourage applicants to submit feedback in relation to actions WSA Co can undertake to ensure that the RFT returnable schedules are efficient and achieve the best outcome for both parties.

4.3 Scope of works

This section provides a summary of the indicative Bulk Earthworks and Airside Civil Works scope of works. The specific scope of works will be further developed and provided in greater detail during the EOI stage.

The indicative Bulk Earthworks and Airside Civil Works scope includes the design and construction of:

Decontamination, bulk earthworks and trunk drainage

- decontamination of Stage 1 site (excluding the Early Earthworks area) and construction of an on-site containment cell to manage asbestos contaminated soils identified at the site and implementation of a long-term management plan for the cell;
- bulk earthworks, involving the cut-to-fill of just over 20 million cubic metres of material on site;
• trunk drainage infrastructure to safely and efficiently manage rainfall runoff from the developed parts of the airport site, including quantity and quality management measures;

**Airside runway, taxiways, roads and associated pavements**

• a runway which must be 3,700m in length, 60m in width and with Code F capability;

• a single full-length parallel taxiway, taxiway system and apron taxilanes designed to facilitate the safe and efficient movement of aircraft (whether under power or towed), sufficient queuing space for the departing aircraft and to provide bypass capability near the runway ends;

• airside roadways, including perimeter roads, airside roads and other roads required for efficient movement of vehicles and the safe inspection and maintenance of all airport site infrastructure, including flood mitigation and drainage structures;

• civil works provisioning for airside and aviation support facilities utilities and services;

**Security fencing**

• security fencing, including civil works provisioning for services such as CCTV, lighting, communications and power;

**Utilities infrastructure**

• utilities and services required for the construction of the airport; and

• civil works provisioning for utilities and services required for the operation of the airport.

WSA Co reserves the right to amend the Bulk Earthworks and Airside Civil Works scope of works during the procurement process as it sees fit.

### 4.4 Commercial structure

This section sets out the proposed commercial structure for the Bulk Earthworks and Airside Civil Works package, including an overview of the proposed contractual structure, commercial principles and indicative risk allocation.

#### 4.4.1 Contractual structure

The Bulk Earthworks and Airside Civil Works package is expected to be delivered under a Design and Construct Deed (D&C Deed) incorporating a structure and risk allocation comparable to that used for the delivery of other major infrastructure projects in Australia.

The D&C Deed is envisaged to be a fixed price lump sum agreement for delivery of the Bulk Earthworks and Airside Civil Works. Under the D&C Deed, the Contractor will accept the risk of all cost overruns associated with the delivery of the works, except where the Contractor is expressly entitled to relief under the terms of the D&C Deed.

The D&C Deed will include provisions to reflect project specific requirements for the development of Western Sydney Airport, including certain pass-down requirements from the Project Deed between WSA Co and the Commonwealth. The D&C Deed will be included as part of the RFT documents provided to Tenderers during the RFT stage.
4.4.2 Commercial principles

The sections below summarise a number of indicative key commercial principles which WSA Co proposes to capture in the D&C Deed. These commercial principles are indicative only and the contractual position will be more fully defined when the D&C Deed is developed for the Bulk Earthworks and Airside Civil Works. WSA Co reserves the right to amend the commercial principles during the procurement process as it sees fit.

Separable portions

In order to achieve the broader program, various scope elements of the Bulk Earthworks and Airside Civil Works must be completed within set timeframes. On this basis, under the D&C Deed, the Bulk Earthworks and Airside Civil Works will be divided into separable portions that will be described in further detail in the RFT documents.

Payment mechanism

WSA Co expects that the D&C Deed will include a hybrid milestone and progress payment regime. Under this regime, the Contractor would receive payment upon achievement of predetermined milestones (including a mobilisation milestone), with the balance of available payments being contributed via progress payments.

Joint and several liability

Where the successful Contractor constitutes two or more entities formed under a joint venture or consortium arrangement, the D&C Deed will establish joint and several liability between the entities constituting the Contractor for the Contractor’s obligations under the D&C Deed.

Liquidated damages framework

A liquidated damages framework will be included in the D&C Deed. The liquidated damages amounts will be subject to cap of 10% of the contract sum and will be a sub-cap of the general liability cap.

General limit on liability

The total aggregate liability of the Contractor will be limited to 60% of the contract sum. The level of the cap is a fundamental requirement of WSA Co. The general liability cap will be subject to exclusions commonly seen in D&C contracts for works of a similar scale.

Consequential loss

The parties will not be liable to each other for "consequential loss", which will be a defined concept in the D&C Deed. The exclusion of liability for consequential loss will be subject to certain carve-outs, commonly seen in D&C contracts for equivalent works of a similar scale.

Security package

Security will be required in the form of both unconditional undertakings and parent company guarantees. Unconditional guarantees will be required for an aggregate amount equivalent to 5% of the contract sum, which will be stepped down gradually at the end of the Contractor's activities. Parent guarantees will be sought from the ultimate parent companies of the Contractor (or, where relevant, each entity comprising the Contractor) or from another parent entity acceptable to WSA Co.
Defects

A defects correction period of at least 36 months will apply to the Bulk Earthworks and Airside Civil Works plus an additional 12 months for any defect rectification work carried out by the Contractor during the base defects correction period. Additional defects provisions will apply in respect of defects in pavement work.

4.4.3 Interface management

Successful delivery of the Western Sydney Airport requires significant coordination and cooperation between WSA Co, the Delivery Partner, each works package contractor and a number of third parties.

WSA Co will continue to undertake significant work in order to fully understand the potential interfaces associated with the work packages and develop strategies to manage them, including establishing a commercial framework that requires package contractors to work together in a cooperative and collaborative manner.

The specific commercial framework will be defined further during the RFT stage, however the intention is to incentivise all the work packages to focus not only on their specific scope of works but on the impacts and outcomes across all work packages, taking a best for project perspective.

4.4.4 Indicative risk allocation

WSA Co is seeking to optimise value for money for the Western Sydney Airport development. A key element of this optimisation is the allocation of project risks.

This indicative risk allocation provides a high level overview of the proposed risk allocation for the Bulk Earthworks and Airside Civil Works. The purpose of this section is not intended to provide a comprehensive list of all risks that may arise in respect of the works or represent a final position of WSA Co on these matters. Rather, the indicative risk allocation is in summary form and sets out a selection of key risks, the allocation of which will likely be of interest to potential bidders and may assist them in preparing their bid strategy.

The indicative risk allocation is indicative only and the contractual risk allocation will be more fully defined when the D&C Deed is developed for the Bulk Earthworks and Airside Civil Works. WSA Co reserves the right to amend the risk allocation during the procurement process as it sees fit.

<table>
<thead>
<tr>
<th>Type of Risk</th>
<th>Description</th>
<th>Contractor</th>
<th>WSA Co</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land and Site</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site availability and access</td>
<td>Responsibility to acquire the construction site and make it available for construction of the works.</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Sufficiency of access to site</td>
<td>Responsibility to ensure that access to the site is sufficient to carry out the works.</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Extra land</td>
<td>Responsibility to acquire rights to access and use any land that is additional to the construction site.</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Site conditions</td>
<td>Geotechnical and other site conditions associated with the construction site.</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Type of Risk</td>
<td>Description</td>
<td>Contractor</td>
<td>WSA Co</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>Contamination</td>
<td>Contamination at the construction site (including risk of management, disposal and remediation of such pre-existing contamination).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WSA Co is currently considering contamination risk allocation and intends that some risks will sit with the Contractor and some with WSA Co.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specific principles will be provided in the RFT.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility services</td>
<td>Investigation, protection, relocation, removal and modification of existing utility services.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other than the TransGrid transmission line, which is the responsibility of WSA Co. WSA Co will also consider a risk share if it represents value for money.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provision of all utility services and other connections required to carry out the works within the site and for all temporary works.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provision of all utility connection to site boundary required for the permanent works.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Native title</td>
<td>Delay or additional cost due to a native title claim which prevents the Contractor from carrying out its activities (except where caused by Contractor act or omission).</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Artefacts</td>
<td>Delay or additional cost due to the discovery of any artefacts on the site.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Shared risk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enabling Works</td>
<td>Delay due to enabling works not being completed on time.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Limited to specific works, e.g. early earthworks, TransGrid transmission line relocation, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Risk</td>
<td>Description</td>
<td>Contractor</td>
<td>WSA Co</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td><strong>Approvals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approvals for works</td>
<td>Responsibility for obtaining any approval which is required to lawfully construct the works and carry out the Contractor’s activities.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Except that WSA Co is responsible for obtaining the Airport Plan (the primary planning instrument) and EPBC Act approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conditions of</td>
<td>Responsibility for compliance with approvals.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>approvals</td>
<td>Note: D&amp;C Deed will specify the conditions with which the Contractor must comply, and the conditions with which WSA Co will comply. These can be discussed in the RFT stage.</td>
<td></td>
<td>Limited conditions only.</td>
</tr>
<tr>
<td>Challenge to Airport</td>
<td>Delay and additional costs due to a challenge to the Airport Plan.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Safety and Accreditation</strong></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>WHS and principal contractor</td>
<td>Engagement as the principal contractor and compliance with the requirements of the WHS legislation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accreditation</td>
<td>Obtaining and maintain accreditation under WHS accreditation scheme.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>Interface and Stakeholders</strong></td>
<td></td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Community</td>
<td>Management of community relations and impacts upon the community during construction.</td>
<td></td>
<td>WSA Co generally responsible for community liaison.</td>
</tr>
<tr>
<td></td>
<td>Contractor will have obligations to provide incident reports / other inputs.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Incident reporting</td>
<td>Reporting on incidents and providing information which relates to community consultation or other stakeholder involvement.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Third party agreements</td>
<td>Negotiating and agreeing key third party agreements identified as WSA Co responsibility in the RFT.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Negotiating and agreeing other third party agreements not identified as WSA Co responsibility in the RFT.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibility for complying with, satisfying and fulfilling the conditions and requirements of third party agreements.</td>
<td>✓</td>
<td>Limited conditions only.</td>
</tr>
<tr>
<td>Type of Risk</td>
<td>Description</td>
<td>Contractor</td>
<td>WSA Co</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td><strong>Design and construction</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design</td>
<td>Responsibility for ensuring that design is compliant with the requirements of the D&amp;C Deed.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Risks associated with (including any reliance on) any reference design or other reference materials.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delays or additional cost arising out of design development process.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Construction of works in accordance with the requirements of the D&amp;C Deed.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td>Delay or additional cost due to a suspension of the works directed by WSA Co.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>If Contractor at fault.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acceleration</td>
<td>Additional cost due to acceleration of the works directed by WSA Co.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>If Contractor at fault.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Testing and Completion</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td>Performance and satisfaction of all tests required by the D&amp;C Deed.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Completion</td>
<td>Design and construction of the works not completed on time or on price (for reasons other than those in relation to a risk borne by WSA Co).</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>Intervening and Change Events</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Force Majeure</td>
<td>Risk of delay or additional cost due to a &quot;force majeure event&quot; (to be defined in the D&amp;C Deed).</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Inclement weather</td>
<td>Risk of delay or additional cost due to inclement weather (other than &quot;force majeure&quot;).</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Variations</td>
<td>Delay or additional cost due to a variation directed by WSA Co.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delay or additional cost due to a variation requested by the Contractor.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Change in Law</td>
<td>Delays or additional cost due to a change in law that affects the works.</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Type of Risk</td>
<td>Description</td>
<td>Contractor</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>WSA Co</td>
<td></td>
</tr>
<tr>
<td>Information documents</td>
<td>Accuracy and completeness of information documents and risk of reliance.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Statutory powers</td>
<td>Delay or disruption to works caused by exercise of statutory powers or discretions.</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
5. Registration

The purpose of this section is to provide an overview of the registration process.

5.1 Minimum requirements

In order for an Interested Party to be eligible to receive the Invitation to submit an Expression of Interest, the Interested Party, or at least one member of the Interested Party’s intended consortium, must be prequalified under the National Prequalification System for Civil (Road and Bridge) Construction Contracts and be approved under the following categories:

- Roads Category R5; and
- Financial Level F150+.

5.2 How to register

Interested Parties wishing to register to receive the Invitation to submit an Expression of Interest must:

- complete and submit the Registration Application (Attachment 1);
- execute and submit the Confidentiality and Disclaimer Deed Poll (Attachment 2); and
- complete and submit the User Access Request Form (Attachment 3).

The Registration Application, Confidentiality and Disclaimer Deed Poll and the User Access Request Form may also be downloaded from http://wsaco.com.au/project/business.aspx. The completed documents should be emailed to tenders@wsaco.com.au.

WSA Co will notify the Primary Contact of the outcome of its determination via email.

If the Interested Party is eligible for registration, WSA Co will provide the Primary Contact with the details to access the WSA Data Room.

5.3 WSA Co Representative

The WSA Co Representative for the Bulk Earthworks and Airside Civil Works procurement process is:

**Name:** Jackie Aggett  
**Role:** General Manager Procurement, Contracts and Delivery  
**Email:** tenders@wsaco.com.au

WSA Co may, by notice in writing to Registrants, appoint a substitute WSA Co Representative at any time.
5.4 Enquiries and clarification questions

Any questions about the registration process, including the Confidentiality and Disclaimer Deed, should be submitted in writing to tenders@wsaco.com.au.

5.5 Access to Invitation to submit an EOI via the WSA Data Room

Registrants will be provided with access to the WSA Data Room. The WSA Data Room will be opened to Registrants upon release of the Invitation to submit an Expression of Interest. Registrants will be able to download the Invitation to submit an Expression of Interest and the Information Documents from the WSA Data Room.

Initially, access will be provided to those representatives nominated by the Registrant on the User Access Request Form. If a Registrant requires access to the WSA Data Room to be provided to additional users, it must seek the written consent of WSA Co (which may be given or withheld in WSA Co’s absolute discretion), by submitting an additional User Access Request Form to the satisfaction of WSA Co listing the additional users to whom the Registrant proposes to provide access.

5.6 Interested Party and Registrant communications

Other than as provided in sections 5.2, 5.4 and 5.6 of this Invitation, Interested Parties and Registrants must not contact:

- the Australian Government (including the Department of Infrastructure, Regional Development and Cities, including the Western Sydney Unit), any of its agencies, officers, employees, agents or advisors;
- WSA Co, any of its officers, directors, employees, agents or advisors;
- the New South Wales Government, any of its agencies, officers, employees, agents or advisors (including for the avoidance of doubt, Roads and Maritime Services);
- local councils; or
- any elected representative of the Australian or New South Wales Governments,

to discuss this document, their preparation for the Invitation to submit an Expression of Interest or any other element of their participation in the Bulk Earthworks and Airside Civil Works procurement process in any way.

Interested Parties and Registrants also must not use any media or other public communication channels:

- in any way which may reflect adversely on the Western Sydney Airport project or WSA Co in relation to the project; or
- to make comment about matters associated with the Bulk Earthworks and Airside Civil Works procurement process.

At the sole discretion of WSA Co, any breach of this section may lead to exclusion from the procurement process for the Bulk Earthworks and Airside Civil Works.
5.7 Anti-lobbying, improper interference and solicitation

Interested Parties, Registrants and their representatives are prohibited from engaging directly or indirectly in lobbying, improper interference or solicitation of WSA Co, including but not limited to Ministers, and their advisors, Members of Parliament, public servants and WSA Co representatives and advisors with respect to any aspect relating to the procurement process or any activities which are likely to give rise to the perception that they have engaged in lobbying, improper interference or solicitation of WSA Co or its advisors. Any breaches of these requirements may result in an Interested Party or Registrant being removed from the procurement process.

5.8 Probity

O’Connor Marsden & Associates Pty Ltd has been engaged to provide probity oversight during the procurement process and the assessment of the Registration Applications. The Probity Advisor for the Bulk Earthworks and Airside Civil Works procurement process is:

- **Name:** Andrew Marsden
- **Email:** amarsden@ocm.net.au

The Probity Advisor is not part of the evaluation team, but is an independent observer of the procurement process. Any probity concerns regarding this Invitation or any aspect of the process, must be submitted in writing (in appropriate detail) to the Probity Advisor.
6. Definitions and interpretation

6.1 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Earthworks and Airside Civil Works</td>
<td>means that part of the airport works described in section 4.1 of this Invitation.</td>
</tr>
<tr>
<td>Confidentiality and Disclaimer Deed Poll</td>
<td>means the deed poll in the form of Attachment 2 to this Invitation.</td>
</tr>
<tr>
<td>Contractor</td>
<td>means the person, entity, party, joint venture or consortium selected to deliver the Bulk Earthworks and Airside Civil Works, and who enters into a contract with WSA Co for that purpose.</td>
</tr>
<tr>
<td>Information Document</td>
<td>has the meaning given to that term in the Confidentiality and Disclaimer Deed Poll.</td>
</tr>
<tr>
<td>Interested Party</td>
<td>means a person, entity, party, joint venture or consortium that is interested in becoming registered to receive the Invitation to submit an Expression of Interest.</td>
</tr>
<tr>
<td>Invitation</td>
<td>means this invitation to submit a registration of interest.</td>
</tr>
<tr>
<td>Invitation to submit an Expression of Interest or EOI</td>
<td>means the invitation to submit an expression of interest to deliver the Bulk Earthworks and Airside Civil Works that WSA Co intends to issue to Registrants who meet the requirements set out in section 5.1 of this Invitation.</td>
</tr>
<tr>
<td>Primary Contact</td>
<td>means the person nominated as the primary contact by an Interested Party on the User Access Request Form.</td>
</tr>
<tr>
<td>Registrant</td>
<td>means a person, entity, party, joint venture or consortium that has been registered to receive the Invitation to submit an Expressions of Interest.</td>
</tr>
<tr>
<td>Registration Application</td>
<td>means an application in the form of Attachment 1 to this Invitation.</td>
</tr>
<tr>
<td>Registration of Interest or ROI</td>
<td>means the submission by an Interested Party, in the form prescribed in this Invitation, expressing its interest to be registered for the Bulk Earthworks and Airside Civil Works.</td>
</tr>
<tr>
<td>Request for Tender or RFT</td>
<td>means the invitation to submit a tender for the Bulk Earthworks and Airside Civil Works (for the relevant parties shortlisted under the EOI process).</td>
</tr>
<tr>
<td>User Access Request Form</td>
<td>means the form included at Attachment 3 to this Invitation.</td>
</tr>
<tr>
<td>WSA Co</td>
<td>means WSA Co Limited, the company established by the Australian Government to facilitate and manage develop and operate the procurement, delivery and operation of the Western Sydney Airport.</td>
</tr>
<tr>
<td>WSA Co Representative</td>
<td>means the person appointed by WSA Co to receive, in respect of this Invitation, enquiries and requests for information from Interested Parties and Registrants, to respond to such enquiries and requests, and to convene meetings with Interested Parties and Registrants.</td>
</tr>
<tr>
<td>WSA Data Room</td>
<td>means, as the context requires, any or all of:</td>
</tr>
<tr>
<td></td>
<td>a) the electronic data room containing documents, data and other information regarding the Western Sydney Airport project; and</td>
</tr>
<tr>
<td></td>
<td>b) the electronic data room containing WSA Co-initiated questions; and</td>
</tr>
</tbody>
</table>
6.2 Interpretation

In this Invitation:

- the definitions of capitalised terms are listed in section 6.1;

- any reference to a part, section or clause is a reference to a part, section or clause of this Invitation, unless otherwise indicated;

- use of the terms "includes" or "including" are to be read, in each case, as though the term is followed by "without limitation";

- use of the phrase "absolute discretion" is to be read as though the phrase is followed by "and without having any obligation to do so";

- a reference to any legislation or to any section or provision of it includes:
  - any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
  - ordinances, by-laws, regulations of and other statutory instruments issued under that legislation, section or provision;

- words in the singular include the plural (and vice versa) and words denoting any gender include all genders;

- any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated; and

- to the extent of any inconsistency, ambiguity or conflict between the terms of this Invitation and the terms of the Confidentiality and Disclaimer Deed Poll, the terms of the Confidentiality and Disclaimer Deed Poll prevail.

This Invitation and the procurement process will be governed by the law of New South Wales, and by lodging an Registration, the Interested Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
Attachment 1: Registration Application
Western Sydney Airport – Bulk Earthworks and Airside Civil Works Registration Application

TO: WSA Co

BY: [Insert legal name of the party seeking registration]

We refer to the Invitation to submit a Registration of Interest dated [insert].

We submit our Registration Application on the basis of, and accept and agree with, the terms of the Invitation to submit a Registration of Interest.

Details of the Interested Party:

<table>
<thead>
<tr>
<th>Information requirement</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal name and ABN of Interested Party.</td>
<td></td>
</tr>
<tr>
<td>If the party is a consortium, the name of the consortium and legal names and ABNs of each of its proposed members</td>
<td></td>
</tr>
<tr>
<td>Address of the Interested Party (physical address to be provided, not a PO Box)</td>
<td></td>
</tr>
<tr>
<td>Contact person to whom enquiries regarding the Registration Application should be addressed</td>
<td></td>
</tr>
<tr>
<td>Contact details for the contact person named above</td>
<td></td>
</tr>
<tr>
<td>Is the Interested Party or any consortium member(s) prequalified under the National Prequalification Scheme under Road Category R5?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>Is the Interested Party or any consortium member(s) prequalified under the National Prequalification Scheme under Category F150+?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>If the Interested Party or any consortium is so prequalified, name(s) of the prequalified organisation(s)</td>
<td></td>
</tr>
</tbody>
</table>
DATED this day of 2018

[Note to Interested Parties: Interested Parties may reproduce signature blocks as required, so that where the Interested Party is a consortium, this EOI Invitation Form can be signed by each participant comprising the Interested Party.]

EXECUTED by [INSERT INTERESTED PARTY/PARTICIPANT NAME and ABN] in accordance with section 127 of the Corporations Act 2001 (Cth):

____________________________________
Signature of director

____________________________________
Signature of director/secretary

____________________________________
Print Name

____________________________________
Print Name

EXECUTED by [INSERT INTERESTED PARTY/PARTICIPANT NAME and ABN] under power of attorney in the presence of:

____________________________________
Signature of attorney

____________________________________
Signature of witness

____________________________________
Name

____________________________________
Name

____________________________________
Date of power of attorney
Attachment 2: Confidentiality and Disclaimer Deed Poll
Confidentiality and Disclaimer Deed Poll
Western Sydney Airport

THIS DEED is made on 20

IN FAVOUR OF WSA Co Limited (ACN 618 989 272)

APPLICANT: [Note to Applicant: If Applicant comprises more than one Participant, each Participant's name and ABN should be included.]
Name:

ABN/ACN:

Address:

([together comprising] the Applicant).

RECITALS:
A. WSA Co may disclose certain Confidential Information to the Applicant and provide the Applicant with access to certain Information Documents.
B. This Deed Poll sets out the terms that will apply in respect of the Applicant's access to the Confidential Information and Information Documents.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Applicant means the entity or entities that have executed this Deed Poll.

Beneficiaries means the beneficiaries of the Applicant's promises under this Deed Poll, being WSA Co, the Commonwealth, and any entity notified under clause 7(h), and Beneficiary means any of them.

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

Claim includes any claim, action, demand or proceeding:

(a) arising out of, or in connection with, any task, thing or relationship connected with the Project; or

(b) otherwise at law or in equity including:

(i) by or for breach of statute;

(ii) in tort for negligence or otherwise, including negligent misrepresentation; or
(iii) for restitution, including restitution based on unjust enrichment.

The term "Claim" does not include a claim made against any Beneficiary by any third party, other than a third party to whom the Applicant discloses the Information Documents, arising from a breach by such Beneficiary of an obligation which the Beneficiary owes to that third party in relation to the Information Documents.

Commonwealth means the Crown in right of the Commonwealth of Australia.

Comprehensive Security Measures means such reasonable IT and physical security measures and workplace policies as required to prevent unauthorised disclosure and use.

Confidential Information means:

(a) Information Documents;

(b) information acquired by the Applicant or its Representatives in relation to the Project or the Works; and

(c) any notes or other Documents which include the Confidential Information or any summary, extract or part of it, copies or any other thing derived from anything described in paragraph (a) or (b) of this definition,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which the Applicant can demonstrate to be in the public domain or was known to the Applicant at the time of disclosure other than through a breach of this Deed Poll or any other obligation of confidence.

Data Room means, as the context requires, any or all of:

(a) the electronic data room containing documents, data and other information regarding the Project;

(b) the electronic data room containing WSA Co-initiated questions; and

(c) any other electronic data room.

created and maintained by WSA Co for the purposes of the Works and any Procurement Documents process.

Document means any type of document, including:

(a) paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and

(b) any material from which sounds, images, writing or messages can be reproduced.

Information Document means any information, opinion, data, materials, models or document which is:

(a) made available to the Applicant through the Data Room;

(b) issued or made available by, or on behalf of, any Beneficiary to the Applicant in connection with the Project or any Procurement Documents process and which at the
time of issue (or being made available) is expressly classified or stated to be an "Information Document";

(c) issued or made available by, or on behalf of, any Beneficiary to the Applicant in connection with the Project, but which is not intended to form part of any Procurement Documents (regardless of whether or not it is expressly classified or stated to be an "Information Document"), including any information, opinion, data, materials, models or document which is provided (including verbally or visually) by WSA Co at, or following from, any market sounding or briefing or WSA Co's participation in any early tenderer involvement workshops or any other interactive engagement process under the Procurement Documents; or

(d) referred to or incorporated by reference in an Information Document,

whether issued or made available before or after the date of this Deed Poll.

Participant means an entity which is a partner or joint participant in the Applicant.

Procurement Documents means any registration of interest, expression of interest, request for tender or similar procurement document in relation to the Works or the Project.

Project means the Western Sydney Airport project.

Related Company means a related body corporate as defined by section 9 of the Corporations Act 2001 (Cth).

Representatives means any employees, agents or contractors of the Applicant or any Participant that are in any way involved in the Project or the Works.

Works means the Bulk Earthworks and Airside Civil Works described in the registration of interest document.

WSA Co means WSA Co Limited ACN 618 989 272.

1.2 Interpretation

In this Deed Poll unless the context otherwise requires:

(a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;

(b) the words "including", "includes" and "include" will be read as if followed by the words "without limitation";

(c) a reference to any party to this Deed Poll includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;

(d) a reference to this Deed Poll or to any other deed poll, deed, agreement, document or instrument is deemed to include a reference to this Deed Poll or such other deed poll, deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
2. Applicant disclaimer

The Applicant:

(a) warrants that it will not rely upon the Procurement Documents or Information Documents as being proper, accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for the purposes of enabling the Applicant to respond to the Procurement Documents or perform the Works which the Applicant will be required to perform if it enters into any contract with WSA Co relating to the Works;

(b) warrants that it will make its own independent evaluation of the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability and completeness of the Procurement Documents or Information Documents for the purposes of enabling the Applicant to respond to the Procurement Documents or perform the obligations which the Applicant will be required to perform if it enters into any contract with WSA Co relating to the Works;

(c) acknowledges and agrees that:

(i) no representation or warranty (express or implied) has been or is made by the Beneficiaries or any of them (or by anyone on their behalf) to the Applicant that:

(A) the scope of works and any technical criteria, data or any other specifications, or drawings included in the Procurement Documents or Information Documents will represent a completed strategy for any works or services relating to the Works or the Project or that they are accurate, adequate, suitable, current, fit for purpose, reasonable or reliable for any purposes; and
(B) the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, are accurate, adequate, suitable, current, fit for purpose, reasonable, reliable or complete for any purpose connected with the Project;

(ii) the Beneficiaries will provide it with the Information Documents for the information only of the Applicant;

(iii) the Information Documents or any information or data do not form part of the Procurement Documents and will not form part of any contract with respect to the Project (whether referred to in any contract, or included as a schedule, exhibit, annexure or otherwise);

(iv) none of the Beneficiaries owes any duty of care to the Applicant with respect to the Procurement Documents or Information Documents;

(v) the Beneficiaries:

(A) are not responsible for; and

(B) make no representation, guarantee or warranty in respect of,

the contents of the Procurement Documents or Information Documents or any advice or information given by any Beneficiary with respect to the Project, the Procurement Documents or the Information Documents, including the accuracy, adequacy, suitability, currency, fitness for purpose, reasonableness, reliability or completeness of any reports, data, test results, samples, reports or geotechnical investigations, opinions, recommendations, findings or other information contained in the Procurement Documents or Information Documents;

(vi) the Procurement Documents or Information Documents will not purport to contain, or be, all of the information that an interested party (including the Applicant) may require in order to make any decision to respond to the Procurement Documents or perform the obligations which the Applicant will be required to perform if it enters into a contract with WSA Co for the performance of the Works;

(d) for any purpose in connection with the Project, the Applicant acknowledges and agrees that:

(i) the Beneficiaries will be providing the Procurement Documents and Information Documents to the Applicant in reliance upon the acknowledgements and warranties contained in this Deed Poll;

(ii) insofar as is permitted by law, the Beneficiaries will not be liable to the Applicant upon any Claim arising out of or any way in connection with:

(A) the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Applicant or any other person to whom the Procurement Documents or Information Documents are disclosed by the Applicant; or
(B) a failure by a Beneficiary to provide any information to the Applicant; and

(iii) none of the Beneficiaries have any obligation to provide any additional information or to update the Procurement Documents or Information Documents or to correct or inform any person or entity of any inaccuracies in the Procurement Documents or Information Documents which may become apparent;

3. Release and Indemnity

(a) To the maximum extent permitted by law, the Applicant:

(i) unconditionally and irrevocably releases, discharges and indemnifies the Beneficiaries (or any of them) from and against:

(A) any Claim, liability, loss, damage, cost or expense suffered or incurred in connection with, or arising out of or in connection with, any breach of this Deed Poll by the Applicant or its Representatives or any disclosure of the Confidential Information by the Representatives other than as permitted by this Deed Poll;

(B) any Claim against any Beneficiary by, or liability of any Beneficiary to, any person; or

(C) (without being limited by clause 3(a)(i)(A)) any liabilities, costs, losses or damages suffered or incurred by any Beneficiary, arising, now or in the future, in any way out of or in connection with the provision of, or the purported reliance upon, or use of, the Procurement Documents or Information Documents by the Applicant, its Representatives or any other person to whom the Procurement Documents or Information Documents are disclosed by the Applicant;

(ii) unconditionally and irrevocably agrees that no Claim can be made by the Applicant or its Representatives against a Beneficiary arising in any way from, or relating in any way whatsoever to, the Procurement Documents or Information Documents and hereby releases each Beneficiary from any such claim.

(b) It is not necessary for a Beneficiary to incur expense or make payments before enforcing its right of indemnity.

4. Disclosure and use of Confidential Information

4.1 Applicant’s obligations

(a) In consideration of the Beneficiaries agreeing to provide it with Confidential Information, the Applicant must, subject to clause 4.3, keep confidential and not disclose to any person the Confidential Information.

(b) Except as required by law, the Applicant warrants that it will not:

(i) do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to the Beneficiaries;
(ii) use or permit the use of the Confidential Information for any purpose other than in connection with the Works unless authorised by a separate agreement between the Applicant and the Beneficiaries, and then only to the extent permitted by that agreement;

(iii) introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Beneficiaries or any Representative to whom disclosure is permitted by clause 4.3;

(iv) copy or reproduce the Confidential Information except to the extent necessary for the Works; and

(v) make notes except to the extent necessary for the Works.

4.2 Security measures

The Applicant must establish and maintain Comprehensive Security Measures to ensure that any Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Applicant must keep the Confidential Information no less secure than its own confidential information.

4.3 When Applicant may disclose

The Applicant may disclose the Confidential Information:

(a) with the prior written consent of WSA Co;

(b) to its Representatives to the extent that each has a need to know the information for the purposes of Procurement Documents and, in the case of Representatives that will have access to the Data Room; and

(c) to the extent required by law or applicable listing rules.

4.4 Representatives

(a) The Applicant must ensure that its Representatives (whether or not still employed or engaged by the Applicant) do not do or omit to do anything which if done or omitted to be done by the Applicant would be a breach of the Applicant’s obligations under this Deed Poll.

(b) In the event that a Representative does or omits to do anything which if done or omitted to be done by the Applicant would be a breach of the Applicant’s obligations under this Deed Poll, such conduct will be deemed to be a breach of this Deed Poll by the Applicant.

(c) The Applicant consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by any or all of the Beneficiaries for the purpose of auditing compliance by the Applicant and its Representatives with the terms of this Deed Poll.

4.5 Return of Confidential Information

(a) Subject to the rest of this clause 4.6, if requested by WSA Co, the Applicant must:
(i) promptly return to the relevant Beneficiary or Beneficiaries, as applicable, all documents and other physical records of Confidential Information in its possession, custody, power or control;

(ii) delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Applicant and its Representatives; and

(iii) provide a statutory declaration to any or all of the Beneficiaries, as applicable, confirming that all those documents and records and any copies have been returned or erased, as appropriate.

(b) The Applicant may retain one copy of any Confidential Information as required to comply with any law, court order, rule or requirement of any stock exchange or government, corporate governance, insurance or internal audit requirements.

(c) The Applicant is not required to delete Confidential Information that is stored in electronic form in back-up tapes, servers or other sources as a result of the Applicant's ordinary back-up procedures for electronic data, provided that no attempt is made by the Applicant to recover such Confidential Information from the back-up tapes, servers or other sources other than for purposes permitted by this Deed Poll.

4.6 No exclusion of law or equity

This Deed Poll must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

5. Breach of confidentiality obligations

(a) The Applicant must immediately notify WSA Co of, and take all steps necessary to prevent:

   (i) any actual, threatened or suspected breach of clause 4 of this Deed Poll by the Applicant;

   (ii) any unauthorised use or disclosure of the Confidential Information by the Applicant, its Representatives or any third parties,

and must comply with any directions issued by any or all of the Beneficiaries regarding such breach or unauthorised use or disclosure.

(b) The Applicant must provide such assistance as may be reasonably requested by any or all of the Beneficiaries in relation to any claim or proceedings that any or all of the Beneficiaries may take against any third party for unauthorised use or disclosure of the Confidential Information.

6. Exclusion of Applicant for Breach

The Applicant acknowledges and agrees that:

(a) if the Applicant breaches a term of this Deed Poll WSA Co may in its absolute discretion exclude the Applicant from any further involvement in the Project by written notice to the Applicant;

(b) WSA Co’s rights under this clause 6 are without prejudice to any other rights or remedies which WSA Co may have in connection with the breach; and
(c) to the extent permitted by law, the Applicant will have no claim against WSA Co arising out of WSA Co's exercise, or failure to exercise, its rights under this clause 6.

7. Miscellaneous

(a) If the Applicant is more than one person, each person making up the Applicant is jointly and severally bound by the terms of this Deed Poll.

(b) This Deed Poll is governed by the laws of New South Wales. The Applicant and the Beneficiaries submit to the non-exclusive jurisdiction of New South Wales.

(c) This Deed Poll may not be revoked without the prior written consent of the Beneficiaries. Any amendments must be agreed in writing between the Applicant and WSA Co.

(d) Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed Poll.

(e) A consent required under this Deed Poll from any Beneficiary may be given or withheld, or may be given subject to any conditions, as the relevant Beneficiary (in its absolute discretion) thinks fit, unless this Deed Poll expressly provides otherwise.

(f) To the extent permitted by law, in relation to its subject matter, this Deed Poll:

(i) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and

(ii) supersedes any prior written or other agreement of the parties.

(g) Any provision of this Deed Poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this Deed Poll nor affect the validity or enforceability of that provision in any other jurisdiction.

(h) WSA Co may at any time give notice to the Applicant that another entity is to become an additional Beneficiary under this Deed Poll. WSA Co may give multiple notices under this clause. The Applicant agrees that on and from the date of WSA Co's notice, the entity identified by WSA Co will be a Beneficiary under this Deed Poll.

(i) If for any reason a Beneficiary is unable to enforce against the Applicant its promises under this Deed Poll, the Applicant agrees that WSA Co may do so on behalf of any and all Beneficiaries.

(j) This Deed Poll may be executed in counterparts.

(k) Delivery of a counterpart of this Deed Poll by email attachment constitutes an effective mode of delivery.

8. Waiver

Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of a right, power or remedy provided by law or under this Deed Poll by all or any of the Beneficiaries does not preclude, or operate as a waiver of, the exercise or
enforcement or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed Poll.
Executed and delivered as a Deed Poll in accordance with section 127 of the **Corporations Act 2001** (Cth).

executed as a Deed Poll in accordance with section 127 of the **Corporations Act 2001** by:

______________________________  ______________________________
Director Signature                Director/Secretary Signature

______________________________  ______________________________
Print Name                        Print Name

[OR]

[Insert alternative valid execution. Ensure that where signing under a power of attorney, a copy of the power of attorney is provided with the executed Deed Poll.]
WSA Data Room – User Access Request Form

Registrant
(Company or consortium name)

The Interested Party may nominate up to two individuals who will be its Primary Contacts for the Data Room Q&A facility. These Primary Contacts can but do not have to be the same individuals as the contacts nominated in the Registration Application.

<table>
<thead>
<tr>
<th>Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full name</td>
</tr>
</tbody>
</table>

For each user for whom access is being sought, please provide the following information.

**Note:** Each user must have read and understood the WSA Data Room Conditions of Use for the WSA Data Room as detailed in Appendix A to this User Access Request Form, and read and accept any other documents governing access to the WSA Data Room issued by WSA Co from time to time.

<table>
<thead>
<tr>
<th>Full name</th>
<th>Company</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix A – WSA Data Room

Conditions of Use

WSA Data Room – Bulk Earthworks and Airside Civil Works

This data room (WSA Data Room) has been established to facilitate communications between WSA Co and the entities that have submitted to WSA Co a Registration Application in response to the "Invitation to submit a Registration of Interest" (ROI) and who WSA Co has determined to be eligible for registration for receipt of the Invitation to submit an Expression of Interest (Registrants).

Access to the WSA Data Room is limited to Registrants and their authorised or permitted representatives (collectively, Permitted Users) for the duration of the procurement process for the Bulk Earthworks and Airside Civil Works for the Western Sydney Airport project.

To access the WSA Data Room, please read the Conditions of Use, below. If you agree to accept the Conditions of Use, select “I have read, understood and agree to the above” and click on the “Submit” button and you will proceed to the WSA Data Room. If you do not agree to accept the Conditions of Use, select “I do NOT agree to the above” and click on the “Submit” button and you will not be permitted access to the WSA Data Room.

Conditions of Use

Access to and use of the information contained on this website is subject to and conditional upon the following terms and conditions:

1. The information contained on this website is "Confidential Information" for the purposes of the confidentiality and disclaimer deed poll executed by the Registrant and delivered to WSA Co in accordance with the ROI (Confidentiality and Disclaimer Deed Poll), which applies to the whole procurement process for the Bulk Earthworks and Airside Civil Works. The information is only available to Permitted Users and is subject to the terms contained in:
   a. the WSA Data Room, including these Conditions of Use;
   b. the Confidentiality and Disclaimer Deed Poll, the terms of which you have read and understood;
   c. any guide which applies to the use of the WSA Data Room and is provided to you by WSA Co (Bulk Earthworks and Airside Civil Works Data Room User Guide);
   d. the ROI; and
   e. any other terms of which WSA Co advises you from time to time.

2. You agree to comply with the terms of any Bulk Earthworks and Airside Civil Works Data Room User Guide.

3. You acknowledge that you have executed or have agreed to comply with the terms of the Confidentiality and Disclaimer Deed Poll and will take all necessary precautions to protect the confidentiality of the Confidential Information.
4. WSA Co has provided Permitted Users with access to the WSA Data Room. You agree to:
   a. protect your username and password from being lost, stolen or disclosed;
   b. not record or provide your username or password electronically or physically in a manner that will allow someone else (other than an authorised representative or a permitted representative) to obtain or use them;
   c. notify WSA Co as soon as you think or suspect that someone (other than an authorised representative or a permitted representative) knows your username or password or they have been lost or stolen; and
   d. notify WSA Co immediately of any change to the identity of your employer.

5. WSA Co is not responsible for the operation of any computer or communication system that you use to access the WSA Data Room. WSA Co does not represent that access to the WSA Data Room will always be available. You agree that WSA Co cannot be held responsible for delays, errors, inaccuracies, or omissions due to computer viruses, a failure in a computer system or ancillary equipment or any other circumstances beyond WSA Co’s direct control.

6. You agree that WSA Co may at any time choose to cease providing you with access to the WSA Data Room.

7. WSA Co and the Commonwealth make no representations or warranties about the accuracy, adequacy, fitness for purpose, currency, reasonableness, reliability, completeness or suitability for any particular purpose of the information contained in the WSA Data Room or that the information is free of infection by computer viruses. Neither WSA Co nor the Commonwealth will not be liable for any loss or damage suffered by you, caused by any error, inaccuracy, incompleteness or other similar defect in the information or the existence of any computer virus.

8. For the purposes of improving and monitoring use of the WSA Data Room, WSA Co may collect information about your use of and access to the WSA Data Room and the information available on it. You agree to WSA Co’s use of such information for this purpose.

9. All material in the WSA Data Room, including (but not limited to) text, graphics, information architecture and coding, is subject to copyright as well as other intellectual property rights. Other than as expressly permitted by the Confidentiality and Disclaimer Deed Poll, no part of the material may be reproduced, adapted or transmitted without the prior written permission of the copyright owner.

You agree to notify WSA Co immediately upon becoming aware of any suspected or known non-compliance with these Conditions of Use.