

Liverpool Hospital Redevelopment - Stage 2

Infrastructure and Ancillary Hospital Works



Preferred Project Report

Prepared By LFA (Pacific) Pty Ltd
and
Capital Insight Pty Ltd
For Department of Planning
On behalf of NSW Health

February 2009

CAPITAL INSIGHT



Liverpool Hospital Redevelopment
Stage 2 Infrastructure and Ancillary Hospital Works
(MP08_0062)

Preferred Project Report
February 2009

Prepared for
Department of Planning
on behalf of



Prepared by



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in Consultation with

Capital Insight Pty Ltd	Project Director - Procurement Staging
Bovis Lend Lease	Managing Contractor Structural Design Brief - Engineering Services Building
LFA (Pacific) Pty Ltd	Child Care Facility Landscaping
Rice Daubney	Multi storey car park Engineering Services Building Pedestrian Bridge
Acoustic Logic Consultancy	Acoustics and Vibration
Archaeological & Heritage Management Solutions Pty Ltd	Draft Historical Archaeological Assessment, Research Design and Excavation Methodology
C & M Consulting Engineers	Civil Engineering Brief - Engineering Services Building
Connell Wagner Pty Ltd	Vehicular and Pedestrian Bridges
EIS (a division of Jeffery & Katauskas Pty Ltd)	Environmental Services
EMS Solutions Pty Ltd	Hazardous Materials Report
Jeffery & Katauskas Pty Ltd	Geotechnical Engineering
Leighton Irwin Pty Ltd	Multi Storey Car Park - Technical Specification
Otto Cserhalmi & Partners Pty Ltd Architects	Heritage
Parking Consultants International	Car Park Survey
Sinclair Knight Merz Pty Ltd	Services/ESD
Taylor Thomson Whitting (NSW) Pty Ltd	Road Works
Transport and Traffic Planning Associates	Traffic

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1.0 Introduction

This document is a Preferred Project Report prepared on behalf of NSW Health as part of the Project Plan Application for the Liverpool Hospital Redevelopment Stage 2 Infrastructure and Ancillary Works (MP08_0062) under Part 3A of the Environmental Planning and Assessment Act 1979.

The information contained within this Preferred Project Report is in response to the a request for further clarification of issues raised by Department of Planning and to submissions lodged during the public exhibition phase by Liverpool City Council, Department of Education and Training (DET) and RailCorp. This Preferred Project Report, together with the Project Application and Environmental Assessment and associated appendices A-R lodged with the Department of Planning in October 2008, form the complete application for this project.

The responses set out in this report address the issues raised during the public exhibition phase. Accordingly NSW Health looks forward to the Minister's favourable consideration of the Project Application and this supporting Preferred Project Report.

Department of Planning

The Department of Planning's correspondence dated 16 January 2009 is included in Appendix A.

Issue		Response
Planning Agreements	<ul style="list-style-type: none"> The Planning Agreement endorsed by Liverpool Council and submitted with the application only appears to cover Lachlan Street. There appears to be no agreements provided for other land owned or vested in Council including Hart Street, Berryman Reserve etc. You are requested to confirm if negotiations have taken place regarding the preparation of Planning Agreements for these other lands, and progress of these Planning Agreements. 	<p>Liverpool Council officers have been consulted as part of the design development process related to the proposed modifications to Hart Street and the extension of Hart Street through Berryman Reserve to the proposed intersection with the Hume Highway.</p> <p>Council also attended a briefing meeting in August, 2008 with the RTA which focused on the Hart Street/Hume Highway intersection design.</p> <p>Following further recent meetings between Council and Capital Insight the following actions and agreements were reached with Council officers ((Refer Appendix B - Voluntary Planning Agreement - Liverpool Council Correspondence).</p> <ul style="list-style-type: none"> A Development Agreement is to be put in place for Health Infrastructure to undertake the work in Hart Street and Berryman Reserve (Council has care and control of the Berryman Reserve which is under Department of Planning ownership). Council to forward a sample agreement to Capital Insight . Capital Insight to prepare the agreement for review by Council. Capital Insight to arrange for dedication/subdivision plans showing the area to be widened along the Hart Park boundary suitable for Government Gazettal. New (possibly consolidated) titles to be arranged for Hart Park. It was noted that Council in-principle supports the proposal for the northern road access and Hart Street extension to the Hume Highway and that Council would review and meet with Capital Insight and the project engineers with an aim to agree and finalise the design ready for tender by end of June 2009 and Health Infrastructure to pay costs associated with the legals, publication, new plans and titles.

Issue		Response
	<ul style="list-style-type: none"> <i>The Planning Agreement with RailCorp submitted with the application has not been executed by RailCorp. You are requested to provide details on the progress of this Planning Agreement.</i> 	<p>The negotiations with RailCorp and associated parties have been complex. The present position, as set out below, indicates the agreements that have been reached:</p> <ul style="list-style-type: none"> RailCorp RailCorp has indicated that it accepts the current version of the Voluntary Planning Agreement. However, RailCorp advised on 12 January 2009 that it was preparing a draft Deed that would need to be signed by Health Infrastructure and be in place before commencement of construction of the bridges. This Deed will cover all matters in relation to the bridges including the long term maintenance agreement. The draft is expected to be received by late January 2009 for Health Infrastructure review and agreement. Australian Rail Track Corporation (ARTC) ARTC has advised that it will not sign the Voluntary Planning Agreement in its current form however it will sign a separate agreement with Health that reflects the current Voluntary Planning Agreement which can be an appendix to the Voluntary Planning Agreement. This document is essentially complete ready for execution when an agreement for the delivery of the bridges is finalised. <p>A meeting between Health Infrastructure, ARTC, Clayton Utz and Capital Insight was held on 27 January 2009 to finalise the agreement ('Development Management Agreement') with Health Infrastructure for delivery of the bridges. A copy of the draft Development Management Agreement is attached (Refer Appendix C).</p> <ul style="list-style-type: none"> Transport Infrastructure Development Corporation (TIDC) TIDC has advised that it will sign the Voluntary Planning Agreement based on the revised wording for Section 1.2 noise wall. <p>A copy of the current version of the Voluntary Planning Agreement is attached (Refer Appendix D.)</p> <p>The transfer of various land parcels to provide for the Southern Sydney Freight Line (SSFL) and the northern road projects between RailCorp and Health Infrastructure are in the process of being finalised (refer Appendix E).</p>
	<ul style="list-style-type: none"> <i>The Planning Agreement with the Department of Education and Training (DET) has not been provided with the application, only correspondence indicating that discussions have taken place. You are requested to provide further details on Planning Agreement, including whether a Planning Agreement has been executed by DET.</i> 	<p>Negotiations have continued with DET associated with the new Northern Entry Road to the Hospital. The email dated 28 January 2009 from DET indicates the agreements reached and the actions that are currently being undertaken together with supporting emails from NSW Health, Capital Insight and JMD Development Consultants (surveyor). DET supports the proposal to acquire a small parcel of land in the south east corner of Liverpool Girls' School for road works. (Refer Appendix F - Voluntary Planning Agreement - Department of Education and Training Correspondence).</p>
Car Parking	<ul style="list-style-type: none"> <i>You are requested to confirm that the total number of parking spaces to be provided on the hospital site (including short stay spaces, Cancer Care Centre parking spaces etc) will not exceed 2400 spaces. If parking spaces will exceed this number, a justification for the variation will need to be submitted.</i> 	<p>The total number of car parking spaces to be provided on the Hospital site associated with the existing Hospital, the new Clinical Services Building, the proposed Infrastructure and Ancillary Works and the future development of the Cancer Services Building will not exceed 2,400 spaces.</p>
	<ul style="list-style-type: none"> <i>Please provide details on 'short stay' parking for the Clinical Services Buildings, for example whether it is specifically for drop off/pick up, and whether time limits apply, such as 15 minute parking restrictions.</i> 	<p>It is proposed that all short stay car parking spaces are for drop off and pick up only, be time limited (eg 15 minutes), signposted and monitored by Hospital security.</p>

Liverpool City Council

Liverpool City Council's correspondence dated 5 January 2009 is included in Appendix G.

Issue		Response
Access/Traffic	<p>With regard to the northern access road to be constructed, all construction vehicles and traffic is to enter and leave the site via the new access road from this when completed. Until such time, vehicles are to enter and leave the site in accordance with the Traffic Management Plan Figure 5: 14 as stipulated in the EA for Stage 2 works.</p> <p>As mentioned in Councils previous letter, there are a number of schools in the immediate area of the hospital; Council is concerned with the amount of traffic during school peak times. It is therefore requested that construction traffic not use the following roads between 8:30am and 9:30am and between 2:30pm and 3:30pm on school days, due to school and pedestrian traffic</p> <ul style="list-style-type: none">Forbes St between Campbell Street and Lachlan Street,Campbell Street between George street and Bigge Street, andBigge Street between Campbell Street and Elizabeth Street	<p>Bovis Lend Lease developed a 'Traffic, Parking Management and Vehicle Movement Plan' as part of the 'Environmental Health and Safety Plan' submitted for the now approved Stage 2.1 Project Application for the new Clinical Services Building and refurbishment of the existing Clinical Services Building.</p> <p>The vehicle movement plan stipulates vehicle delivery routes and procedures for movement in the vicinity of the site – as illustrated by the attached LHR Delivery Map.</p> <p>There are no restrictions on traffic access on streets associated with schools as part of the approved Clinical Services Building Project Application.</p> <p>Bovis Lend Lease will have responsibility for the construction of a major part of the proposed Infrastructure and Ancillary Works including roadworks and the Engineering Services Building.</p> <p>Restricting movement in Forbes Street, Campbell Street and Bigge Street between the hours of 8:30am and 9:30am and between 2:30pm and 3:30pm for Infrastructure and Ancillary Works would impose significant constraints on the construction process, potentially compromise the construction program and budget and will create confusion between the approved access conditions for the Clinical Services Building works and the proposed Infrastructure and Ancillary Works.</p> <p>It is recommended that the access conditions associated with the Infrastructure and Ancillary works mirror those associated with the approved Clinical Services Building works.</p> <p>Bovis Lend Lease will continue to consult with the schools and implemented traffic management measures, including traffic controllers, to minimize the impact of construction traffic.</p>

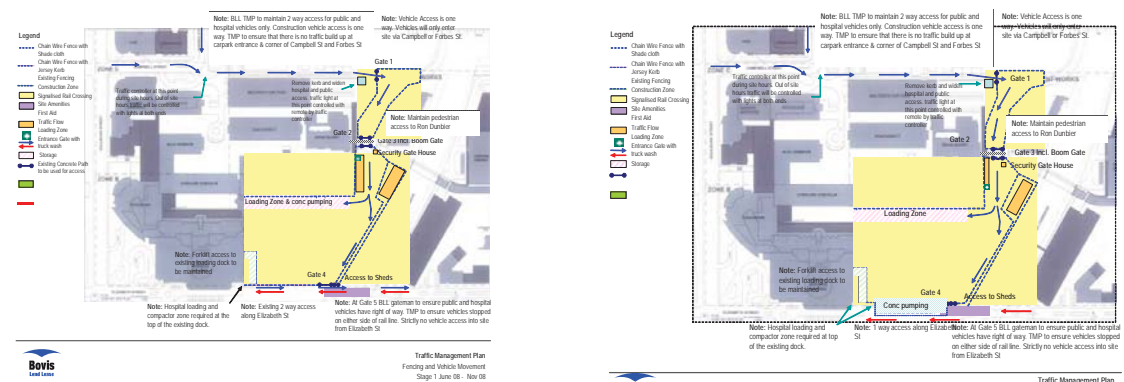


Fig 01 - Construction Traffic Management

Issue	Response
<p>Flooding</p> <p><i>The proposed development is affected by the Probable Maximum Flood (PM F), the design flood level in this case is the PMF level, which is 10.9m AHD, and the maximum 1 % AEP flood level near the site is 8.8m AHD. Liverpool Council's Policy does not allow critical services such as hospitals and the like to be located within the flood prone area.</i></p> <p><i>Infrastructure works and ancillary work in this application include road works, car parking, railway crossings, landscaping, childcare facilities and engineering services building out of which the following two infrastructures are concerned from flooding perspective:</i></p> <ul style="list-style-type: none"> <i>Childcare facility - construction of an extension to the existing childcare centre located within the East Campus.</i> <i>Engineering services building - construction of a new engineering services building on the northwestern side of the East Campus.</i> <p><i>Childcare services and engineering services can be considered as not critical services within hospital services. Hence, finished floor levels of these two facilities are not necessarily required to be above the PMF level. Plans and documentation indicates proposed finished floor levels for these buildings are below the PMF level but above the 1 %AEP flood level. Plans and documentation also shows that sufficient provision is available for people to evacuate to an area above the PMF during flood.</i></p> <p><i>In light of the above, the following conditions of approval are recommended:</i></p> <ul style="list-style-type: none"> <i>Finished floor levels of childcare extension shall be no lower than the 1 %AEP flood level plus 0.5m freeboard, i.e. 9.3m AHD (minimum). If this is not possible finished floor levels shall be no lower than the floor level of the existing childcare facility</i> <i>Finished floor levels of engineering service building shall be no lower than the 1 %AEP flood level plus 0.5m freeboard, i.e. 9.3m AHD (minimum)</i> <i>An evacuation plan is required to be prepared and maintained considering all evacuation needs to an area of refuge above the PMF level</i> <i>The development is to be consistent with any relevant flood evacuation strategy or similar plan.</i> 	<p>In preparing the detailed design for both the Child Care Centre and Engineering Services Building due regard was given to the commitment associated with the approved Concept Plan that all habitable spaces will be set above the PMF (10.9 AHD). Both of the above facilities have been defined by the Hospital Administration as non-critical facilities.</p> <ul style="list-style-type: none"> <p>Child Care Centre</p> <p>The existing floor level of the Child Care Centre is set at RL 10.14m which is above the 1:100 year flood level but below the PMF. Detailed internal discussions as well as negotiations with Council were undertaken as part of the process. It was agreed that the Child Care Centre is not seen to be a critical facility in the event of a major event and hence the current level floor levels could be maintained as part of the Child Care Centre expansion.</p> <p>The Child Care Centre is set at RL 10.14m, well above the minimum flood level of 9.3m identified by Council.</p> <p>Engineering Services Building</p> <p>A similar approach was followed with the Engineering Services Building. The building mainly contains workshop areas with limited 'habitable' space. Accordingly the floor level of the new facility has been set at 9.65m which is above the 1:100 flood event but below the PMF. The ground plane in the vicinity of the Engineering Services Building is in the order of RL 9.40m.</p> <p>The Engineering Services Building is set above the minimum flood level of 9.3m identified by Council.</p> <p>It is noted the Project Application and Environmental Assessment (October 2008) outlined the detailed development controls that will be implemented as part of the redevelopment of the Hospital to effectively address Council's flood risk requirements (5.0 Environmental Assessment - Key Issues - Stormwater, Drainage and Flooding).</p>
<p>Acoustic/Health</p> <p><i>All recommendations as contained in reports shall be implemented, including the following:</i></p> <ul style="list-style-type: none"> <i>That the construction, fit out and finishes of the kitchen in the childcare centre shall comply with the Food Act 2003 and regulations there under and Australian Standard AS4674..</i> 	<p>Noted.</p>

Department of Education and Training

Department of Education and Training's correspondence dated 17 December 2008 is included in Appendix H.

Issue	Response
<i>It is noted that the proposed road between Liverpool Girls High School and Liverpool Hospital has been removed from the plans because of the impact on Liverpool Girls High School facilities.</i>	
<i>The new Northern Link Road will provide access to the Hume Highway and will run alongside the Liverpool Girls and Liverpool Boys High Schools' playing fields. It is noted that this road is proposed to have a wrought iron fence on the boundary of the playing fields and a chain mesh fence along the rail corridor. This proposal will require discussion with the Department's Safety and Security Unit to ensure compliance with Education's Standards.</i>	The wrought iron fence on the boundary of the playing fields has recently been installed by DET. Any modifications to the fence in the south east sector of the school site as a result of the construction of the northern road will be in keeping with the current scale and fencing type.
<i>It is noted that the Department of Health intends to establish a Voluntary Planning Agreement with the Department of Education and Training in relation to the proposed future development zone on the current TAFE site in College Street.</i> <i>This future proposal on the Liverpool TAFE Campus has implications for current car parking for staff and students and for future facilities planning. It is anticipated that negotiations around this proposed Voluntary Planning Agreement with the DET will involve various departmental personnel. The Voluntary Planning Agreement could provide an opportunity for a future joint venture between Health and TAFE.</i>	Future development on the TAFE does not form part of this current Project Application. The TAFE development will be planned in conjunction with DET at the appropriate time with a future Voluntary Planning Agreement to be agreed at that time.
<i>The anticipated impacts from the Infrastructure and Ancillary Works at Liverpool Hospital will be noise, additional heavy vehicle traffic, dust, safety issues and overall general disruption resulting from such a large development in a very compact Liverpool CBD.</i> <i>Liverpool Girls High School students will be particularly adversely affected, as the school has a number of demountable classrooms within metres of Milestone 6 area, which requires excavation and demolition for a new 'at grade' car park and demolition prior to building a new road to link with the new Northern Road.</i> <i>The results of the noise tests during Excavation Activity in the Infrastructure and Ancillary Hospital Works, Appendix R, 12.1 assumes that all buildings adjacent to Milestone 6 have 4mm glazed windows with acoustic seals, which then makes the noise level during excavation permissible.</i>	It is noted that excavation activity is currently underway on site associated with the approved Clinical Services Building project. Good communication channels have already been established with the school with no issues of concern to date. The work associated with the limited ground level car park extension will be significantly less disruptive than the current Clinical Services Building excavation. Communication and consultation with the high school shall continue as the construction progresses. A Campus Coordination Group initiated by Capital Insight commenced meeting on a regular monthly basis in July 2008. The Coordination Group includes representatives from DET, The minutes of the meeting held on 5 February 2009 recorded the following: '9 Education - DET acknowledged the information provided at the meeting and the construction works in progress - DET noted that there had been no issues or complaints with the works to date'.
<i>However, I have been advised that demountables in secondary schools have not been surveyed but are unlikely to have the required window glass treatment and do not have acoustic seals. Building M, which runs along the western boundary adjacent to the demountables may also require some noise melioration treatment. The schools will also require special consideration during HSC exams and at other specific times during the school year.</i>	The comments from the Department of Education and Training regarding demountable buildings that form part of Liverpool Girls High School were referred to Bovis Lend Lease. Bovis Lend Lease's Acoustic Consultant, Acoustic Logic Consultancy, has undertaken a review of potential acoustic issues associated with excavation/construction activities during the project and their recommendations for noise control measures are detailed in Appendix I.
<i>The Department requests that a meeting be held between Planning, DET and Health to negotiate the management of the project as it relates to the impact on, Education's sites and day-to-day operations.</i>	See above.
<i>The Department is pleased that there will be ongoing direct phone contact with noise-affected parties over the life of the project. It is anticipated that, when works commence, the Department of Education and Training will allocate a specific officer to liaise directly with the Liverpool Hospital's Site Manager to facilitate efficient communication.</i>	Noted.

RailCorp

RailCorp's correspondence dated 23 December 2008 is included in Appendix J.

Issue		Response
Vehicular Bridge	<i>It is noted that the vehicular bridge outlined in the concept report forming Appendix H has previously been subject to review by RailCorp. RailCorp awaits the presentation of detailed designs in order to properly assess the impact of this bridge on both current and future rail operations. Additionally, RailCorp will require a deed for the construction of this vehicular bridge. The deed should also cover issues relating to the attachment of overhead wiring and ongoing maintenance. RailCorp understands that NSW Health is aware of these requirements.</i>	RailCorp has indicated that it accepts the current version of the Voluntary Planning Agreement. RailCorp advised on 12 January 2009 that it was preparing a draft Deed that would need to be signed by Health Infrastructure and be in place before commencement of construction of the bridges. This Deed will cover all matters in relation to the bridges including the long term maintenance agreement. The draft is expected to be received by early February 2009 for Health Infrastructure review and agreement.
Pedestrian Bridge	<i>It is noted that the design of the pedestrian bridge outlined in Appendix I is new. It is the view of RailCorp that this new design does not offer any particular problems; however RailCorp will need to address the specific construction issues once those details are available. The main impact of this bridge is the need to underground the overhead traction power supply, and it is noted that this impact is not considered in the assessment provided. As per the vehicular bridge, RailCorp will require a deed for the construction and maintenance of the pedestrian bridge. Additionally, resolution of the costs associated with relocation of affected rail infrastructure will also be required.</i>	As above.
Voluntary Planning Agreement	<i>It is noted that the Voluntary Planning Agreement forming Appendix L of the Environmental Assessment has not been signed by RailCorp or any other party. This version provided is not the latest revision, and RailCorp awaits the presentation of an amended version for its consideration.</i>	The current (amended) Voluntary Planning Agreement between RailCorp, TIDC, ARTC and Health Infrastructure is attached. (Refer Appendix D).



NSW GOVERNMENT

Department of Planning

16 January 2009

Contact: Michelle Cramsie
Phone: 9228 6534
Fax: 9228 6570
Email: michelle.cramsie@planning.nsw.gov.au
Our ref: MP 08_0062
File: S08/00478

Mr Alf Lester
LFA (Pacific) Pty Ltd
PO Box 259
EDGECLIFF NSW 2027

Dear Mr Lester

**Liverpool Hospital Infrastructure and Ancillary Hospital Works
Major Project MP 08_0062**

The public exhibition of the Environmental Assessment (EA) concluded on 19 December 2008. Please find enclosed copies of the submissions received from Liverpool City Council, RailCorp and the Department of Education and Training (noting that the submission from the Ministry of Transport has previously been sent to you). The RTA has not made a submission to date, however if a submission is received, a copy will be forwarded to you.

The following issues have been identified by the Department of Planning:

Planning Agreements

- The Planning Agreement endorsed by Liverpool Council and submitted with the application only appears to cover Lachland Street. There appears to be no agreements provided for other land owned or vested in Council including Hart Street, Berryman Reserve etc. You are requested to confirm if negotiations have taken place regarding the preparation of Planning Agreements for these other lands, and progress of these Planning Agreements.
- The Planning Agreement with RailCorp submitted with the application has not been executed by RailCorp. You are requested to provide details on the progress of this Planning Agreement.
- The Planning Agreement with the Department of Education and Training (DET) has not been provided with the application, only correspondence indicating that discussions have taken place. You are requested to provide further details on Planning Agreement, including whether a Planning Agreement has been executed by DET.

Car Parking

- You are requested to confirm that the total number of parking spaces to be provided on the hospital site (including short stay spaces, Cancer Care Centre parking spaces etc) will not exceed 2400 spaces. If parking spaces will exceed this number, a justification for the variation will need to be submitted.
- Please provide details on 'short stay' parking for the Clinical Services Buildings, for example whether it is specifically for drop off/pick up, and whether time limits apply, such as 15 minute parking restrictions.

Bridge Street Office 23-33 Bridge Street Sydney 2000 PO Box 39 Sydney 2001
Phone (02) 9228 6111 Fax (02) 9228 6455 Website planning.nsw.gov.au

Appendix A - Department of Planning Correspondence

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You are also advised that to date, no public submissions have been received by the Department.

Should you wish to discuss this letter or issues raised in submissions, please contact Michelle Cramsie on 9228 6534 or by email at michelle.cramsie@planning.nsw.gov.au.

Yours sincerely

Simon Bennett
A/Director,
Strategic Assessments

From: Michael Williams [mailto:M.Williams@liverpool.nsw.gov.au]
Sent: Friday, 30 January 2009 8:28 AM
To: 'Frank Tong'; Anthony Pizzolato
Cc: Gary Tower (Liverpool); Jeremy Wilson; Alf Lester's PA; Owen Hodgson; Vince Capaldi; Wignes Wigneswaran; Stephen Monte
Subject: RE: DRAFT of letter for Liverpool Council.

Frank,

I wish to confirm that Council agrees to the proposed road works in relation to the parcels of land owned by Council and those that are under its care and control and as outlined in the email below. The actual road works are subject to approval by Council's engineers.

Regards

Michael Williams
 Property Manager
 Property Services

Liverpool City Council
 1 Hoxton Park Rd, Liverpool NSW 2170

Phone 9821 9212
 Mobile 0418 418 005
 Fax 9821 9333

Creating our future together

From: Frank Tong [mailto:Frank.Tong@capitalinsight.com.au]
Sent: Thursday, 29 January 2009 5:04 PM
To: Michael Williams; Anthony Pizzolato
Cc: Gary Tower (Liverpool); Jeremy Wilson; Alf Lester's PA; Owen Hodgson; Vince Capaldi; Wignes Wigneswaran; Stephen Monte
Subject: RE: DRAFT of letter for Liverpool Council.

Anthony, Michael,

It was good to meet with you and the team this morning.
 Further to our meeting, and in order to advance the hospital's infrastructure works this year, it was agreed the next steps are:

Construction of Temporary (Construction Access) Road:

1. Capital Insight (CI) to submit Section 138 application for the Lachlan Street Extension including detailed plans (Jeremy Wilson / Steve Monte);
2. CI to submit S149 application for the small parcel of education land impacted by the northern road so as to advance the purchase of this parcel of land by the Health Administration Corp (Jeremy Wilson);
3. Council to confirm Traffic Committee approval of the proposed new pedestrian crossings (Steve Monte / Owen Hodgson); and

4. timeframe for commencement of the construction access road by is end of February 2009.

Hart Street modification and extension to Hume Highway:

1. A Development Agreement is to be put in place for Health Infrastructure to undertake the work in Hart Street and Berryman Reserve (insofar as Council has care and control of the land which is under DoP ownership). Council to forward a sample agreement to CI (Michael Williams). CI to construct the agreement for review by Council (Frank Tong – by Mid February);
2. CI to arrange for dedication/subdivision plans showing the area to be widened along the Hart Park boundary suitable for Government Gazettal. New (possibly consolidated) titles to be arranged for Hart Park (Jeremy Wilson / Surveyors);
3. Further to a meeting between DoP and RTA yesterday, it was remarked that the drawings being reviewed at that meeting were different than those provided in today's meeting. I confirm that the drawings issued this morning (Appendix C and D of the Project Application) are the current drawings for Hart Street and the northern road and reflect the discussions between Council, RTA and CI in November of last year. CI to forward electronic copies of drawings to Council. CI to advise DoP of the currency of the drawings (Frank Tong).
4. It was noted that Council in-principle supports the proposal for the northern road access and Hart Street extension to the Hume Highway and that Council would review and meet with CI and the project engineers with an aim to agree and finalise the design ready for tender by end of June 2009 (All); and
5. Health Infrastructure to pay costs associated with the legals, publication, new plans and titles.

Michael, I am aware that Anthony is away the next two weeks and we had discussed a formal letter of "an approval in-principle" to the process outlined above to satisfy DoP requirements for the Project Application. However, I believe it would be sufficient to simply reply to this e-mail confirming that Council is in agreement to proceed as discussed in our meeting of this morning with actions as summarised above.

Please contact me directly should you wish to discuss.

With thanks and regards

Frank Tong
 Development Manager
Capital Insight
 Level 6,
 2-4 Speed Street
 Liverpool NSW 2170
 Ph: 9612 0728
 Fax: 9612 0715
 Mob: 0417 049 031
 E-mail: frank.tong@capitalinsight.com.au

Draft 4: 30 January 2009

Development Management Agreement

Health Infrastructure Board (on behalf of NSW Government Department of Health)

ACN [insert details]
Proprietor

Australian Rail Track Corporation Ltd

ABN 75 081 455 754
Development Manager

Clayton Utz
Lawyers
Levels 19-35 No. 1 O'Connell Street Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 2 9353 4000 F +61 2 8220 6700

www.claytonutz.com

Our reference 184/15613/80040040

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Agreement made at _____ on _____ 2009

Parties **Health Infrastructure Board (on behalf of NSW Government Department of Health) (ACN [insert details]) of [insert address]**

(Proprietor)

Australian Rail Track Corporation Ltd (ABN 75 08 455 754) of Off Sir Donald Bradman Drive, Passenger Rail Terminal Road, Mile End, South Australia

(Development Manager)

Background

- A. The Proprietor is redeveloping part of the Liverpool Hospital Site by carrying out the Liverpool Hospital Redevelopment Works. As part of these works, the Proprietor wishes to construct a road bridge and a pedestrian footbridge linking the eastern and western campuses of the Liverpool Hospital Site.
- B. The Development Manager is currently constructing the Southern Sydney Freight Line, which runs adjacent to the Liverpool Hospital Site.
- C. The Development Manager has agreed to tender the Works Contracts and manage the design and construction of the Works on behalf of the Proprietor in accordance with the terms of this Agreement.
- D. The Development Manager acknowledges that the carrying out of the Works will involve works on or near land upon which RailCorp's Facilities are located and, accordingly, the Development Manager will be required to consult with RailCorp regarding the design and construction of the Works.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Approved Program means the project program attached at Schedule 3.

business days means any day other than a Saturday, Sunday or public holiday in the place where the Site is situated.

Campus Coordination Group means [insert details].

Certificate of Practical Completion means a certificate issued by the Development Manager's Representative evidencing Practical Completion of all or any part of the Works.

Certifier means being independent person/s qualified to provide Building Code of Australia and other necessary certifications that approval authorities, RailCorp, the Proprietor and the Development Manager require for the Works.

Construction Costs means the amounts set out in the invoices submitted by the Works Contractors to the Development Manager in respect of the Works.

Date for Possession of Site means [insert date].

Date for Practical Completion means the date by which the whole of the Works are to be Practically Complete, being [20 December 2009] or such later date as may be arrived at by the application of the provisions of this Agreement or as may be agreed in writing by the parties.

Date of Practical Completion means the date on which Practical Completion of the Works is achieved.

Defects Liability Period means a period of 12 months commencing on the Date of Practical Completion.

Design Consultant means Connell Wagner Pty Ltd (ABN 54 005 139 873) of 116 Military Road, Neutral Bay, Sydney NSW 2089 or such replacement design consultant as the Development Manager may in writing nominate, provided that the Development Manager must have first ascertained that the Proprietor has no reasonable objection to the nomination.

Design Documents means the drawings, specifications and other information, samples, models and the like required for the Works, including the Preliminary Design Documents and Final Design Documents.

Development Application means an application under Part 3A of the Planning Act for a Development Approval in respect of the Development, and includes a request for a determination under Part 5 of the Planning Act that an activity may be carried out or is otherwise approved.

Development Approval means any approval under Part 3A of the Planning Act, any development consent or complying development certificate under Part 4 of the Planning Act in respect of the Works, and any determination (whether or not as part of an Authorisation) under Part 5 of the Planning Act that an activity may be carried out or is otherwise approved.

Development Manager's Representative means [insert details].

Dispute Resolution Procedure means the procedure set out in clause 19.

Executive Negotiators means the General Manager of the Proprietor and the Chief Operating Officer of the Development Manager.

Final Design means any final design of the Works.

Final Design Documents means any drawings, specifications and other information, samples, models and the like setting out the Final Design.

Latent Conditions means any ground conditions at the Site, which differ materially from those which should have been anticipated by a prudent, competent and experienced contractor.

Liverpool Hospital Redevelopment Works means the construction of the new clinical services building, new northern link access road (including all associated internal roadways and access to the new vehicle bridge and the new clinical services building) and the new multi-deck car park.

Liverpool Hospital Site means [insert details].

Management Fees means the fees incurred by the Development Manager in providing its services to the Proprietor in respect of the Works which exceed the sum of \$750,000 (being the Development Manager's contribution to the cost of the Works), as calculated using the rates set out in Schedule 1. [CU Note: the parties need to agree whether the Management Fee is a fixed fee of \$750,000 or whether HI will be responsible for any fees incurred by ARTC over and above the \$750,000 and on what basis those additional fees will be calculated.]

OHS Act means the Occupational Health and Safety Act 2000 (NSW).

OHS Regulation means the Occupational Health and Safety Regulation 2001 (NSW).

Planning Act means the Environmental Planning and Assessment Act 1979 (NSW).

Practical Completion or **Practically Complete** means that stage in the carrying out of the Works when:

- (a) the Works (or the relevant part of the Works, as the context may require) are completed in accordance with this Agreement, except for minor omissions and minor defects:
 - (i) which do not prevent the Works (or the relevant part of the Works) from being capable of being used for their intended purpose;
 - (ii) in relation to which the Certifier reasonably determines that the Works Contractors have reasonable grounds for not promptly rectifying them; and
 - (iii) rectification of which will not prejudice the convenient use or enjoyment of the Works;
- (b) those tests which are reasonably required to be carried out and passed before the Works (or the relevant part of the Works) can be used, have been carried out and passed; and
- (c) the Works (or the relevant part of the Works) comply with the requirements of all relevant authorities, the Development Approval and all certificates and other forms of approval, necessary before the Works (or the relevant part of the Works) can be used and occupied are in the process of being issued.

Preliminary Design means any preliminary design of the Works.

Preliminary Design Documents means any drawings, specifications and other information, samples, models and the like setting out the Preliminary Design.

Project Budget means [insert details].

Proprietor's Design Obligations means all tasks necessary to specify the Works, including the preparation of the Preliminary Design.

RailCorp's Facilities means all railway track, railway stations, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting, cabling, cable support structures and other plant, equipment, buildings or facilities owned by RailCorp.

RailCorp's Requirements means the requirements set out at Schedule 5.

Site means [insert description].

Specification Delivery Date means [insert details] or such other date as may be agreed by the parties.

Specifications means the specification for the Works set out at Schedule 2.

Works means the physical works which the Works Contractors must complete, including the construction of a road bridge and a pedestrian footbridge linking Liverpool Hospital's eastern

and western campuses plus all ancillary works, full details of which are set out in the Specifications.

Works Contract mean any Contract appointing the Works Contractors to carry out all or any part of the Works.

Works Contractors means the contractors appointed by the Development Manager to carry out all or any part of the Works.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) a reference to any party includes that party's administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (c) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (d) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (e) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (f) references to parties, clauses and schedules are references to parties, clauses and schedules to or of this Agreement, and a reference to this Agreement includes all schedules to this Agreement;
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) the word "includes" in any form is not a word of limitation; and
- (i) a reference to "\$" or "dollar" is to Australian currency.

2. Development Application

- (a) The Proprietor is responsible for preparing and submitting the Development Application to the Minister for Planning. The Proprietor must provide the Development Manager with a copy of the Development Application and, immediately following receipt of the Development Approval from the Minister for Planning, a copy of the Development Approval.
- (b) The Development Manager is responsible for obtaining all other approvals required for the Works, including any pre-construction and construction approvals.

3. Design Obligations

3.1 Proprietor's Design Obligations

- (a) The Proprietor will:
 - (i) engage the Design Consultant to prepare the Preliminary Design;
 - (ii) deliver the Preliminary Design Documents to the Development Manager by no later than *[insert date]*; and
 - (iii) advise the Development Manager of its agreement with the Final Design Documents within 5 business days of receipt.
- (b) If the Proprietor does not deliver the Preliminary Design Documents by *[insert date]*, the Date for Practical Completion will be automatically extended by every day by which the actual date of delivery exceeds the required delivery date.

3.2 Development Manager's Design Obligations

- (a) The Development Manager will:
 - (i) following receipt of the Preliminary Design Documents from the Proprietor, manage the development of the Final Design with the Design Consultant;
 - (ii) conduct design development and review meetings fortnightly, or more frequently as necessary, with the Design Consultant and provide the Proprietor with a monthly progress report on the design development;
 - (iii) attend regular meetings with RailCorp to update them on the design development, ensure that the design complies with RailCorp's Requirements and obtain RailCorp's approval to the Final Design Documents;
 - (iv) consult with the Proprietor regarding any changes it required to be made to the Final Design Documents where the tender estimate exceeds the Project Budget and procure that the Design Documents are revised accordingly; and;
 - (v) submit drafts of the Final Design Documents to the Proprietor for its review and approval. If the draft Final Design Documents are not approved by the Proprietor, the Development Manager will procure that the Final Design Documents are revised accordingly and then resubmitted to the Proprietor for its review and approval until the Final Design Documents are agreed.
- (c) The Development Manager is not under any obligation to review or comment upon the Preliminary Design Documents or to check the Preliminary Design Documents for errors, omissions or compliance with the requirements of this Agreement. The Development Manager's receipt of, review of, or comments on, the Preliminary Design Documents and any other documents or information will not relieve the Proprietor from responsibility for the Proprietor's errors, omissions or departures from the Proprietor's Design Obligations or other requirements of this Agreement.

3.3 Novation of the Design Consultant

When directed by the Proprietor, the Development Manager will execute a novation deed in the form set out in Schedule 4 between the Proprietor, the Development Manager and the Design Consultant novating the Design Consultant's appointment from the Proprietor to the Development Manager.

[CU Note: Will any other consultants' appointments need to be novated?]

4. Tendering the Works Contracts

- (a) Unless agreed otherwise by the parties, the Development Manager is to tender the Works Contracts based on the Final Design Documents.
- (b) Prior to issuing each tender, the Development Manager is to provide the Proprietor with:
 - (i) a copy of the proposed Works Contract for review and agreement;
 - (ii) a pre-tender estimate for review and agreement. If the pre-tender estimate exceeds the Project Budget, the Development Manager is to conduct a review with the Design Consultant and the Proprietor to examine options and modifications or specification amendments to reduce costs. The Proprietor will then, after taking into account the advice of the Development Manager and the Design Consultant, advise what changes, if any, are to be made to the Design Documents and the Development Manager will procure that the Design Documents are revised accordingly.
- (c) The Development Manager will act in good faith and transparently to the Proprietor in relation to the tender process for the appointment of the Works Contractors to carry out any part of the Works.
- (d) The Development Manager will conduct such tender processes in accordance with:
 - (i) the NSW Government Code of Tendering and Code of Procurement (except where otherwise agreed with the Proprietor); or
 - (ii) other codes and guidelines agreed with the Proprietor.
- (e) The Development Manager will provide the Proprietor for its review copies of all tenders for any part of the Works, including the proposed price, commercial terms, drawings, specifications and standards for the works under each of the Works Contracts.
- (f) The Proprietor may make recommendations to the Development Manager about the tenders, which the Development Manager must, acting reasonably, take into account.
- (g) The Development Manager will notify the Proprietor of the tenderer to whom it proposes to award a Works Contract and the tendered and proposed price and commercial terms for the works under that Works Contract.
- (h) The Proprietor must notify the Development Manager whether it wishes the Development Manager to enter into each Works Contract with the tenderer proposed by the Development Manager within 14 days of the Development Manager having provided notice to the Proprietor pursuant to clause 4(g).

- (i) If the Proprietor notifies the Development Manager that it does not wish the Development Manager to enter into a particular Works Contract with the tenderer proposed by the Development Manager, then provided the Proprietor has given reasons which are reasonable in the circumstances, the Development Manager must propose an alternative tenderer to the Proprietor, and the provisions of clauses 4(g) to (i) will reapply.
- (j) If the Proprietor fails to notify the Development Manager under clause 4(h) within 14 days, the Development Manager may proceed with the appointment of the relevant Works Contractor without the Proprietor's consent.
- (k) The Date for Practical Completion will be automatically extended for every day which elapses between the giving of the notice by the Proprietor under clause 4(h) or the date being 14 days after the date upon which the Development Manager provided notice to the Development Manager pursuant to clause 4(g) and the date on which the Proprietor enters into a contract with the relevant Works Contractor.

5. Execution of Works

- (a) The Development Manager will procure the provision of all necessary labour, materials, plant and equipment required for the execution of the Works and will be solely responsible for the proper co-ordination of all Works Contractors engaged in the execution of the Works.
- (b) The Development Manager must:
 - (i) with all proper diligence and expedition procure that the Works are constructed in accordance with the terms of this Agreement so that the Works are completed by the Date for Practical Completion;
 - (ii) carry out its obligations under this Agreement to a good and workmanlike standard of competence and professionalism consistent with the performance of such obligations on projects of a similar nature and scope and in accordance with the Specifications, RailCorp's Requirements, all other approvals and the requirements of all relevant authorities;
 - (iii) ensure that it and the Works Contractors comply with:
 - A. all laws, including but not limited to the OHS Act, the OHS Regulations, all applicable environmental laws, the Building Code of Australia and all relevant Australian Standards;
 - B. the Development Approval;
 - C. the Specification;
 - D. RailCorp Requirements;
 - E. the Final Design Documents;
 - F. the construction environmental management plan and any environmental protection licence; and
 - G. any requirements of the Campus Coordination Group;

- (iii) ensure that the Works Contractors coordinate their works with the Liverpool Hospital Redevelopment Works;
- (iv) attend and allow the Design Consultant to attend as an observer at any site meetings or Campus Coordination Group meetings held in relation to the Works;
- (v) obtain any necessary approvals from RailCorp prior to construction of the Works;
- (vi) provide the Proprietor with a construction program based on the Approved Program setting out to a time scale of working days so as to provide a means of relating start and finish times to each activity to calendar dates. The construction program must be updated regular basis;
- (vii) provide monthly progress reports on the Works, including reporting on the progress of the Works against the construction program;
- (viii) prepare, or procure the preparation of a construction environmental management plan; and
- (ix) carry out all other obligations imposed on the Development Manager in accordance with this Agreement or as otherwise agreed in writing by the parties from time to time.

6. Possession of the Site

- (a) The Proprietor must give the Development Manager and all those authorised by the Development Manager, from the Date for Possession of Site until the date of issue of the Certificate of Practical Completion under the Works Contract, non-exclusive possession of the Site and such parts of the Liverpool Hospital Site as is necessary to carry out the Works, which is at all times sufficient to enable the Development Manager, the Works Contractors and all those authorised by the Development Manager to carry out the Works by the Date for Practical Completion, and if the Certificate of Practical Completion has not been issued by the Date for Practical Completion then sufficient possession of the Site and such parts of the Liverpool Hospital Site as is necessary to carry out the Works to enable the Works to be completed in the shortest possible time. After the issue of the Certificate of Practical Completion and until expiry of the final defects liability period under the Works Contract the Proprietor must give sufficient non-exclusive possession to the Site and such parts of the Liverpool Hospital Site as is necessary to carry out the Works to enable the timely rectification of all defects.
- (b) For every day from the Date for Possession of Site by which the Proprietor delays in giving possession of the Site and/or such parts of the Liverpool Hospital Site as is necessary to carry out the Works in accordance with clause 6(a), the Date for Practical Completion will be automatically extended.
- (c) The licence granted pursuant to clause 6(a) is subject to the following conditions:
 - (i) the Development Manager may permit those persons authorised by it and their respective subcontractors, employees and others engaged in or about the construction of the Works to enter upon the Site (or relevant parts of the Site) at such times and upon such terms and conditions as the Development Manager may think fit;

- (ii) the Proprietor and its authorised representatives and any consultant from time to time appointed by the Proprietor will be allowed access to the Site at all reasonable times for the purposes of inspecting and measuring the progress of the Works or undertaking tests provided that in so doing, such person will not interfere with the progress of the Works except for the purpose of exercising any powers hereby conferred.
- (d) The Development Manager will ensure that sufficient access is granted to any contractors engaged by the Proprietor in respect of the Liverpool Hospital Redevelopment Works to any part of the Works that abut to, or interface with, the multi-deck car park which forms part of the Liverpool Hospital Redevelopment Works should this become necessary for the purpose of completing the multi-story car park by *[insert date]*. The Date for Practical Completion of the Works will be automatically extended if the provision of such access delays a critical activity.
- (e) Save as aforesaid, the Development Manager may exclude or remove unauthorised persons from the Site.
- (f) The Development Manager will be responsible for arranging with RailCorp such access to the RailCorp's Facilities as is necessary to enable the Works Contractors to carry out the Works. The Proprietor will indemnify the Development Manager for any fees payable to RailCorp in obtaining access to RailCorp's Facilities.

7. Variations

The following provisions will apply to all variations to the Works sought by the Development Manager:

- (a) the Development Manager will not make any variations to the Works, the Specifications or the Final Design Documents without the prior approval in writing of the Proprietor;
- (b) if any variations are required by a statutory authority then the cost of those variations must be borne by the Proprietor;
- (c) if any variations to the Works, the Specifications or the Final Design Documents are approved by the Proprietor pursuant to clause 7(a), then:
 - (i) the Proprietor must pay the Development Manager the reasonable cost thereof ; and
 - (ii) the Development Manager will procure and deliver to the Proprietor copies of any revised or new drawings or specifications relating thereto so that the Proprietor will at all times have in its possession a full and complete set of the drawings and specifications after the variation is carried out and the costs certified by the Certifier.

8. Extensions of time

This clause 8 operates without prejudice to the operation of any other provision of this Agreement by which any date is automatically extended. The Development Manager will use reasonable endeavours to procure that the Works are completed so that the Date of Practical Completion is no later than the Date for Practical Completion, but if for any reason beyond the reasonable control of the Development Manager including (but not limited to):

- (a) an Act of God;

- (b) operation of any statutory enactment or any rule, regulation, ordinance, proclamation or general order issued thereunder;
- (c) lock-out strike or industrial dispute affecting any of the building trades;
- (d) fire, tempest or flood;
- (e) failure or inability to obtain all consents, approvals, licenses and permits;
- (f) labour or material shortages;
- (g) weather conditions sufficiently inclement to prevent the Works Contractors proceeding with construction or to delay the Works;
- (h) vandalism, arson or other acts by parties beyond the control of the Development Manager;
- (i) Latent Conditions; or
- (j) any delay or default on the part of the Proprietor in the performance or observance on any thing required of it under this Agreement which in the reasonable opinion of the Development Manager has hindered the Development Manager and/or the Works Contractors in the execution of the Works (including any failure by the Proprietor to comply with the Proprietor's Design Obligations) in a timely manner,

then provided:

- (i) any such delay has arisen without neglect or default by the Development Manager, its servants, agents or contractors;
- (ii) the Development Manager used its reasonable endeavours to prevent and minimise any such delays;
- (iii) it is reasonably probable that such cause will result in delay in Practical Completion of the Works; and
- (iv) the Development Manager notifies the Proprietor in writing of the extension of the Date for Practical Completion as soon as reasonably practical,

the Date for Practical Completion will be extended by the aggregate of the number of days delay arising from any of the causes aforesaid or the effects thereof as set out in the Development Manager's notice to the Proprietor and the timetable in the Approved Program will be amended accordingly.

9. Latent Conditions

- (a) The Development Manager, upon becoming aware of a Latent Condition, will promptly and where possible before the Latent Condition is disturbed, give the Proprietor written notice setting out brief details of the Latent Condition.
- (b) If required by the Proprietor, promptly after receiving the notice referred to in clause 10(a), the Development Manager will, as soon as practicable, give the Proprietor a written statement setting out:
 - (i) such further details of the Latent Condition as the Proprietor, acting reasonably, may require; and

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- (ii) the additional work, resources, time and cost the Development Manager estimates to be necessary to deal with the Latent Condition.
- (c) Following receipt of the written statement referred to in clause 9(b), the Proprietor may instruct the Development Manager to carry out the work to deal with the Latent Condition. If the Proprietor fails to instruct the Development Manager to carry out the work to deal with the Latent Condition, the Development Manager may take such action as it considers necessary to deal with the Latent Condition, at the cost of the Proprietor.

10. Workplace Health and Safety

- (a) In this clause 10 the terms **principal contractor**, **place of work**, **owner** and **construction work** have the same meanings assigned to those terms under the OHS Act and the OHS Regulation.
- (b) To the extent that the Proprietor owns any place of work at which any part of the Works are to be undertaken and to which clause 210 of the OHS Regulation applies, the Proprietor:
 - (i) appoints the Development Manager as the principal contractor under clause 210 of the OHS Regulation;
 - (ii) authorises the Development Manager to appoint any of its contractors (which are approved by the Proprietor) as the principal contractor under clause 210 of the OHS Regulation; and
 - (iii) authorises the Development Manager or its contractor to exercise such authority of the Proprietor as is necessary to enable the Development Manager to discharge the responsibilities imposed on a principal contractor by the OHS Regulation.
- (c) The Development Manager must:
 - (i) where clause 10(b) applies, discharge the responsibilities imposed on a principal contractor by the OHS Regulation;
 - (ii) where clause 10(b) does not apply, or the Proprietor is not otherwise able to validly appoint the Development Manager as the principal contractor under clause 210 of the OHS Regulation, exercise and fulfil the functions and obligations of the principal contractor under the OHS Regulation as if the Development Manager had been validly appointed as the principal contractor under clause 210 of the OHS Regulation so as to ensure that the responsibilities imposed on a principal contractor by the OHS Regulation are discharged and for this purpose the Proprietor authorises the Development Manager to exercise such authority of the Proprietor as is necessary to the Development Manager to enable the Development Manager to discharge the responsibilities imposed on a principal contractor under the OHS Regulation;
 - (iii) ensure that all Works Contractors engaged in connection with the Works comply with their respective obligations under the OHS Act and the OHS Regulation;
 - (iv) at all reasonable times provide the Proprietor with access to such records as may be necessary to establish the Development Manager's compliance with its obligations under this clause 10;

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- (v) carry out the Works in a manner which ensures that the Proprietor satisfies its obligations under the OHS Act and the OHS Regulation;
- (vi) immediately inform the Proprietor in writing of all incidents involving injury to any employee or agent of the Development Manager or any Works Contractors arising during the carrying out of the Works;
- (vii) carry out the Works safely and so as to protect persons and property; and
- (viii) ensure that its officers and employees are not exposed to risks to their health or safety arising from the conduct of the Works on or around the railway corridor.

11. Practical Completion

11.1 Notice of anticipated Date of Practical Completion

The Development Manager must give to the Proprietor and the Certifier not less than 10 business days' prior notice of the anticipated Date of Practical Completion of the Works.

11.2 Date of Practical Completion

- (a) When the Works are completed to the stage referred to in paragraph (a) of the definition of "**Practical Completion**", the Development Manager must:
 - (i) notify the Proprietor and the Certifier that the Works are available for inspection; and
 - (ii) deliver to the Proprietor and the Certifier a copy of any documents and other information which are essential for the use, occupation and operation of the Works, and which have been obtained at that time, including details of all omissions and defects in the Works of the kind referred to in the definition of "**Practical Completion**".
- (b) Within 2 business days of the date on which the Development Manager notifies the Proprietor and the Certifier that the Works are available for inspection in accordance with clause 11.2(a), the Proprietor will procure that the Certifier inspects and reports upon the Works at the cost of the Proprietor.
- (c) The Proprietor will procure that the Certifier issues to the Development Manager and the Proprietor a Certificate of Practical Completion within 5 business days after the inspection if the Certifier is satisfied that the Works have been constructed so that all conditions set out in the definition of "**Practical Completion**" have been satisfied in full.
- (d) If upon inspection pursuant to clauses 11.2(b) and 11.2(e), the Certifier is not satisfied that the Works have been constructed to Practical Completion:
 - (i) the Proprietor will procure that the Certifier promptly notifies the Development Manager and the Proprietor to that effect in writing within 2 business days after its inspection specifying:
 - A. where and in what respects the Works have not been completed; and
 - B. a reasonable period (having regard to its nature and extent) within which rectification is to be completed;

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- (ii) subject to the Development Manager's rights under clause 11.2(f), the Development Manager must do the rectification work specified in that notice within that period.

- (e) Where the Development Manager has carried out rectification work pursuant to clause 11.2(d)(ii), the Development Manager must notify the Proprietor and the Proprietor will procure that the Certifier carries out a further inspection of the Works and reports upon the Works at the cost of the Proprietor within 2 business days of the receipt of that notice and if the Certifier is satisfied then the Certifier must within 2 business days after receipt of the notice from the Development Manager referred to in this clause, issue to the Development Manager and the Proprietor a Certificate of Practical Completion to that effect.

- (f) If:

- (i) within 2 business days after receiving notice from the Certifier under clause 11.2(d), the Development Manager notifies the Proprietor and the Certifier that it disagrees with any matter contained in that notice and provides written details of such matter; and
- (ii) within 2 business days after service of a notice under clause 11.2(f)(i) the Development Manager, Proprietor and the Certifier have not agreed upon the rectification work necessary to be carried out before the Certificate of Practical Completion should issue or the period within which such work should be completed,

then the dispute may be referred for resolution under the Dispute Resolution Procedure to:

- A. determine whether or not the Works have been constructed to Practical Completion; and
- B. if the determination is that they have not, give the parties details of the rectification work necessary for the Works to reach Practical Completion and the period which the Certifier considers reasonable for completion of that work.

- (g) The issue of a Certificate of Practical Completion does not constitute approval of any work or other matter in respect of which it is issued nor is it to be taken as an admission of the due performance of this Agreement or of the accuracy of any claim or demand made by the Development Manager nor will any such certificate negate or prejudice any of the rights, powers and remedies of the Proprietor.

12. Payment

- (a) In consideration of the services rendered and to be rendered by the Development Manager to the Proprietor under this Agreement, the Proprietor agrees to pay to the Development Manager:
 - (i) the Construction Costs incurred by the Development Manager on an open-book basis;
 - (ii) the Management Fees;
 - (iii) any other amounts which are payable by the Proprietor to the Development Manager under this Agreement.

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- (b) The Development Manager will submit to the Proprietor on a monthly basis, claims for payment in respect of the Construction Costs, the Management Fees and any other amounts which are payable by the Proprietor to the Development Manager under this Agreement, together with:
 - (i) a written statement for the purposes, of, and which complies with section 127 of the *Industrial Relations Act* 1996 (NSW), section 175B of the *Workers Compensation Act* 1987 (NSW) and Schedule 2 Part 5 of the *Payroll Tax Act* 2007 (NSW), which is in a form approved by the Proprietor, each of which cover the period covered by the relevant payment claim;
 - (ii) copies of all relevant certificates of currency in respect of workers compensation insurance which the Development Manager has in place in connection with the Development Manager's services; and
 - (iii) such supporting documentation as the Proprietor reasonably requires, including timesheets and copies of any invoices.
- (b) The Proprietor will as soon as possible after receipt of the Development Manager's claim, but in any event not later than 5 business days after receipt of the claim, certify in writing the amount payable to the Development Manager. If the amount certified by the Proprietor differs from the amount claimed by the Development Manager, the Proprietor must set out its reasons for the difference. .
- (c) The Proprietor will within 10 business days of receipt of the Development Manager's claim pay to the Development Manager the amount certified.
- (d) In the event of a dispute between the parties as to the amount certified by the Proprietor, the matter will be referred to the dispute resolution procedure in clause 19.

13. GST

- (a) Where any supply occurs under or in connection with the Agreement or the Works (other than any supply under this clause 13) for which GST is not otherwise provided, the party making the supply (**Supplier**) will be entitled to increase the amount payable for the supply by the amount of any applicable GST.
- (b) Where under the Agreement the Development Manager is entitled to any adjustment to the amounts payable under clause 12, and such adjustment is based on the reasonable or actual cost to the Development Manager of performing any work, any input tax credits available to the Development Manager, or its representative member, in relation to performing such work will be deemed to reduce the cost of such work.
- (c) Where the amount payable to the Supplier for a supply under or in connection with the Agreement or the Works (other than any payment on account of the amounts payable under clause 12) is based on the actual or reasonable costs incurred by the Supplier, the amount which the Supplier is entitled to be paid in respect of that supply will be limited to the actual or reasonable costs incurred by the Supplier less any input tax credits available to the Supplier, or its representative member, in respect of such costs.
- (d) A party will not be obliged to pay any amount in respect of GST to the other party unless and until a tax invoice that complies with the GST Legislation has been

- issued in respect of that GST. Each party agrees to do all things, including providing invoices or other documentation, that may be necessary or desirable to:
 - (i) enable or assist the other party to claim input tax credits to the maximum extent possible; or
 - (ii) itself claim all input tax credits that might be available to it in order to reduce the amount recoverable from the other party under the Agreement.
- (e) In this clause 13 :
 - (i) **GST** means the tax payable on Taxable Supplies under the GST Legislation;
 - (ii) **GST Legislation** means A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax; and
 - (iii) terms defined in GST Legislation have the meaning given to them in GST Legislation.

14. Defects

- (a) If there is a defect in any work carried out by the Design Consultant or any of the Works Contractors, the Development Manager will only be liable for such defect where it has failed to comply with any of its obligations under this Agreement. In the event of any defect, the Development Manager will procure the remedy of such defect, which may include issuing proceedings against the Design Consultant, the Works Contractors or any other contractors or consultant where necessary.
- (b) Any items remaining to be completed after Practical Completion and any defects, shrinkages or other faults which may appear in the Works within the Defects Liability Period from the Date of Practical Completion of the Works (or relevant part of the Works) due to faulty design, faulty materials or faulty workmanship (whether of the Design Consultant, the Works Contractors or their contractors, subcontractors or suppliers) and which are notified in writing to the Development Manager must be completed or made good at no cost to the Proprietor.
- (c) If the Development Manager fails to procure the completion of any such omissions or the rectification of any such defect, shrinkage or other fault within a reasonable time from the receipt of any written notice from the Proprietor then the Proprietor may itself instruct the Design Consultant or Works Contractors to rectify such defects, shrinkages and other faults.

15. Assignment of warranties

- (a) The Development Manager will before the expiry of the Defects Liability Period assign to the Proprietor, so far as it lawfully can, the benefit of any warranties or guarantees given by any manufacturer or supplier of any materials plant or equipment included in the Works and which have not then expired.
- (b) With respect to those warranties and guarantees which have not expired and which are not capable of assignment, the Development Manager irrevocably appoints the Proprietor its attorney for the purpose of enforcing the benefit of such warranties and guarantees. The Development Manager will use reasonable endeavours (which

is not to involve the payment of additional money) to obtain appropriate warranties in respect of materials, plant and equipment incorporated into the Works.

16. Development Manager's indemnity and insurance requirements

[CU note - insurance adviser's advice required here]

- (a) The Development Manager will indemnify and hold harmless the Proprietor from and against all actions, claims, demands, loss, damage, costs and expenses to which the Proprietor will or may be or become liable in respect of loss, damage or injury to person or property arising, during the course of construction of the Works, out of or in any way connected with the failure of the Development Manager, its contractors, servants or agents, to observe and perform its obligations hereunder, save and except to the extent that such actions, claims, demands, losses, damages, costs and expenses are caused or contributed to by the wilful or negligent act or omission of the Proprietor or its contractors, servants or agents or by a breach of the Proprietor's obligations under this Agreement.
- (b) The Development Manager will, in the name of the Development Manager and the Proprietor ("insured") for their respective rights, interests and liabilities, effect insurance under a contractors' insurance policy which will cover (subject to such exclusions, conditions and excesses as may be approved by the Proprietor):
 - (i) the whole of the Works, together with all associated temporary works, including materials incorporated or to be incorporated therein the property of the insured or for which they are responsible and whilst on or adjacent to the Site in respect of loss, destruction, damage of, or to, the property insured arising from any insurable causes which are generally covered under a contractors' insurance policy for at least the full reinstatement value (plus the requisite amount to cover architects', engineers', quantity surveyors' and other consultants' fees and plus an amount to cover the cost of all demolition, temporary repairs and removal of debris);
 - (ii) public liability for an amount not less than \$[CU Note: ARTC to insert amount] in respect of liability to third parties for injury to or death of any person or damage to any real or personal property (other than the Works) arising from any occurrence during the period of insurance.
- (c) The insurances required pursuant to clause 16(b) will be taken out with a reputable insurance company notified to the Proprietor and will be effected before the Works are commenced and will remain effective until the Date of Practical Completion of the Works. The Development Manager will provide evidence of such policy to the Proprietor.
- (d) All amounts paid or payable to the Development Manager and/or the Proprietor by the insurer on account of any loss, damage or destruction to the works materials of the Works must be applied to the re-building or reinstatement of the Works.

17. Development Manager's default

- (a) If the Development Manager defaults in any one or more of the following respects:
 - (i) if it wrongfully suspends the Works;

- (ii) if it fails to:
 - A. provide evidence of insurance;
 - B. comply with a direction of the Proprietor;
- (iii) if it substantially defaults in the observance or performance of any of its other obligations under this Agreement,

and such default continues for a period of 21 days after the Proprietor has given notice in writing to the Development Manager requiring the Development Manager to rectify such default, then the Proprietor may at its option by notice in writing to the Development Manager determine the engagement of the Development Manager on the date stated in the notice. The rights of the Proprietor under this clause 17 are in addition to and not in derogation from any other rights that the Proprietor may possess at law or in equity arising from the breach by the Development Manager of any of its obligations under this Agreement.

- (b) If the Development Manager defaults in the observance or performance of any of its obligations under this Agreement and the default continues for a period of 21 days after the Proprietor gives written notice requiring rectification of the default, then the Proprietor is entitled to claim damages from the Development Manager and rectify the default itself at the cost of the Development Manager.
- (c) In the event of the engagement of the Development Manager being determined:
 - (i) the Proprietor may engage and pay other persons to carry out and complete the Works in accordance with this Agreement;
 - (ii) the Development Manager will, if so required by the Proprietor, within 10 days of the date of determination assign to the Proprietor (so far as it lawfully can) without payment, the benefit of any agreement for the supply of materials or goods and/or for the execution of any works for the purposes of this clause 17(c).
 - (iii) the Development Manager will deliver to the Proprietor all plans, specifications and other materials relating to the Site, and the Works which are then in the possession of the Development Manager.

18. Proprietor's default

If the Proprietor defaults in one or more of the following respects:

- (a) it fails to pay to the Development Manager any amounts due to the Development Manager on the due date for payment thereof;
- (b) it fails to provide sufficient access to the Site or such parts of the Liverpool Hospital Site as is necessary to enable the Development Manager and all those authorised by the Development Manager to carry out the Works;
- (c) it fails to comply with the Proprietor's Design Obligations; or
- (d) it substantially defaults in the observance or performance of any of its other obligations under this Agreement,

and such default continues for a period of 21 days after the Development Manager has given notice in writing to the Proprietor requiring the Proprietor to rectify such default, then the

Development Manager may at its option by notice in writing to the Proprietor terminate this Agreement on the date stated in the notice. The rights of the Development Manager under this clause 18 are in addition to and not in derogation from any other rights that the Development Manager may possess at law or in equity arising from breach by the Proprietor of its obligations under this Agreement.

19. Dispute Resolution Procedure

19.1 Notice of Dispute

- (a) If a dispute or difference arises between the parties in respect of any fact, matter or thing arising out of, or in any way in connection with, this Agreement or the Works, the dispute or difference must be determined in accordance with the procedure in this clause 19.
- (b) Where such a dispute or difference arises, a party may give a notice in writing to the other parties specifying:
 - (i) the dispute or difference;
 - (ii) particulars of the party's reasons for being dissatisfied; and
 - (iii) the position which the party believes is correct.

19.2 Executive Negotiation

If the dispute or difference is notified under clause 19.1, the dispute or difference is to be referred to the Executive Negotiators who must:

- (a) meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference; and
- (b) if they cannot resolve the dispute or difference, endeavour to agree upon a procedure to resolve the dispute or difference.

19.3 Litigation

If the Executive Negotiators cannot resolve, or agree upon a procedure to resolve, the dispute or difference within 21 days after the giving of the notice under clause 19.1 or within such longer period of time as these persons may agree in writing, the dispute or difference may be referred by either party to a court of competent jurisdiction for determination.

19.4 Survive Termination

This clause 19 will survive the termination of the Agreement.

19.5 Continuation of Works

Despite the existence of a dispute or difference between the parties, the Development Manager must:

- (a) continue to carry out the Works; and
- (b) otherwise comply with its obligations under this Agreement.

20. Miscellaneous

- (a) The rights, duties and obligations of the parties hereto are personal to each party and will not be capable of being assigned without the written consent of the other party.
- (b) This Agreement does not and will not be deemed to make either party the servant, partner, agent or legal representatives of the other for any purpose whatsoever.
- (c) In the event of there being any invalidity of any provision or any part of a provision of this Agreement such invalidity will not affect the viability or enforceability of any other provision or part of a provision of this Agreement.
- (d) The law of the State of New South Wales will apply to this Agreement.
- (e) All notices, demands and other communications between the parties for the purpose of this Agreement will be in writing and will be delivered personally or sent by facsimile transmission or by pre-paid post.

In the case of pre-paid post, the notice will be presumed to be given 3 days after posting. In the case of facsimile transmission, the notice will be presumed to be given upon receipt by the sender of a satisfactory transmission control report indicating due transmission without error. If a facsimile is transmitted prior to 2.00 pm (Australian Eastern Standard Time) the facsimile will be receipted on the date it is received. If it is sent after that time it will, for the purpose of calculating periods of time be deemed to be sent on the following business day.

The address for service of notices in accordance with this Agreement is as follows until otherwise notified in writing:

(i) the Proprietor:

Contact Names: Gary Tower
Telephone No.: 02 9612 0723
Facsimile No.: 02 9612 0715

(ii) the Development Manager:

Contact Names: Tarmizi Lutffi
Telephone No.: 02 8259 0727
Facsimile No.: 02 9279 4539

Schedule 1 - Management Fees

[CU Note: ARTC to insert details]

Draft

Schedule 2 - Specifications

Draft

Schedule 3 - Approved Program

Draft

Schedule 4 - Novation Deed

Draft

Schedule 5 - RailCorp's Requirements

Signed as an agreement.

Signed for and on behalf of **Health Infrastructure** (acting on behalf of NSW Health) in the presence of:

Signature

Signature of Witness

Name of Witness in full

Signed for and on behalf of **Australian Rail Track Corporation Ltd** in the presence of:

Signature

Signature of Witness

Name of Witness in full

VOLUNTARY PLANNING AGREEMENT BETWEEN HEALTH INFRASTRUCTURE, RAILCORP, ARTC AND TIDC

FOR THE LIVERPOOL HOSPITAL AND RAIL PROJECTS

JANUARY 2009



Appendix D - Voluntary Planning Agreement - Health Infrastructure, RailCorp, ARTC and TIDC

1.0 INTRODUCTION AND GENERAL AGREEMENTS

This is the Voluntary Planning Agreement (VPA) between RailCorp, Transport Infrastructure Development Corporation (TIDC), Australian Rail Track Corporation (ARTC) and Health Infrastructure (on behalf of NSW Health) to facilitate the implementation of the ARTC SSFL, RailCorp/TIDC Turn Back, RailCorp Traction Supply Upgrade and NSW Health Liverpool Hospital Stage 2 projects.

This agreement constitutes the Voluntary Planning Agreements required by the Planning Approvals for the Health and Rail projects at Liverpool.

It is agreed by each of the parties, Health Infrastructure, RailCorp, ARTC and TIDC:

- that the mutual objective is for the parties to co-operate in achieving completion of their respective projects, namely:
 - Liverpool Hospital Stage 2;
 - Southern Sydney Freight Line (SSFL);
 - Traction Supply Upgrade; and
 - Liverpool Turn Back;
 coordinated with the commissioning of bi-directional freight train operations in 2010 on the SSFL (timing to be agreed by the parties);
- that the vehicle and pedestrian bridges across the rail corridor must be complete and open prior to any change of use or closure of the Elizabeth Street level crossing;
- to give effect to the principles agreed herein;
- to establish an Executive Co-ordination Working Group to manage and facilitate implementation of the interface between the respective projects; and
- to establish a co-ordinated community communication process.

1.1 Program

It is agreed by each of the parties that a program of shared key milestone dates in respect to the implementation of the vehicle and pedestrian bridges over the rail lines and the level crossing closure for other than emergency and planned maintenance use ready for the SSFL will be established prior to commencement of the bridges and the SSFL works.

1.2 Noise and Vibration

The parties agree to work together to optimise rail noise and vibration mitigation measures within the Liverpool Hospital precinct. At a minimum, Health Infrastructure will design its facility to deal with present levels of noise and vibration. The rail agencies will provide noise and vibration control measures for their respective rail projects in accordance with statutory approvals and Government policy.

1.3 Elizabeth Street Level Crossing

The parties agree to establish protocols for both emergency and planned access across the rail lines for critical hospital needs in the context of the following:

Emergency Access

It is generally agreed between the parties that "emergency access purposes" is to be defined as large scale impact emergencies.

In general, Emergency and Disaster Management plans and structures will be in operation under these circumstances and these will govern the protocols for providing access across the level crossing.

The level crossing would not be used for general ambulance movement between the east and west campuses of the hospital (except for such large scale emergencies).

Voluntary Planning Agreement between Health Infrastructure, RailCorp, ARTC and TIDC for the Liverpool hospital and rail projects

Planned Access

The concept of planned access is that, based on a notice protocol between NSW Health/Sydney South West Area Health Service (SSWAHS) and RailCorp/ARTC, access will be provided across the level crossing at a time which does not adversely impact on critical rail operations.

This is to be considered in two sub-categories:

- 'after-hours' access – the suburban network stops after the last train at approximately 1am until approximately 5am. This is controlled from Sydenham. The SSFL on the other hand will be controlled from Junee. It is understood that generally access is arranged with 1 month's notice, however under some of the more urgent scenarios below the Hospital may only be able to provide urgent same day notification; and
- 'planned track-possession' – there are shutdowns of lengths of track (including power) by RailCorp and/or ARTC for maintenance. External parties may apply to also use the possession period to work in or cross the corridor. The notice here is generally 3 months and is likely to involve both RailCorp and ARTC and the date is firmed-up as the actual time approaches.

Access to the rail corridor generally attracts fees and costs from RailCorp. Under the circumstances proposed above, NSW Health would not incur fees and costs from RailCorp in respect to access to the corridor. RailCorp will establish a single point of contact for the Hospital in respect to the notice and access protocol.

The level crossing will be maintained by RailCorp with a locked gate either side of the corridor and signals retained to facilitate potential occasional access across it.

1.4 Additional Costs

Each party is to be liable for its survey, registration, legal and other related incidental costs incurred as a result of this Agreement. Should costs, additional to those agreed in this VPA, be incurred then a fair basis for apportionment of these costs is to be agreed by the parties.

1.5 Agreement between Health Infrastructure and ARTC for implementation of the bridges

The agreement between Health Infrastructure and ARTC for the design and construction of the bridges is to be based on the following principles:

- contributions from the parties as specified in the Specific Commitments below;
- an agreed cost control methodology;
- Health Infrastructure is to accept the bridges on completion and accept responsibility for the long term maintenance of the bridges;
- Health Infrastructure and RailCorp are to confirm acceptance of the design of the bridges prior to ARTC proceeding with construction;
- ARTC is to provide all the relevant warranties from the contractors and subcontractors involved in construction of the bridges;
- ARTC and NSW Health are to jointly complete the Preliminary Detailed Design with Connell Wagner [funded by NSW Health]; and
- the design and construction of the bridges should aim to minimise maintenance requirements.

Voluntary Planning Agreement between Health Infrastructure, RailCorp, ARTC and TIDC for the Liverpool hospital and rail projects

2.0 SPECIFIC COMMITMENTS

2.1 Health Infrastructure (on behalf of NSW Health)

- Agrees to General Commitments as shown in Section 1.0 above and as specified for Health Infrastructure;
- Agrees to the acquisition (or other agreed mechanism) by RailCorp of SSWAHS land on the eastern side of the rail line as indicated by the plan attached for the purpose of implementing the SSFL project subject to confirmation of actual survey and design, at nominal monetary consideration;
- Agrees to fund the design and construction of a pedestrian bridge and a vehicular bridge across the rail line for hospital use purposes as set out below. It is intended that these bridges are in place prior to the closure of the Elizabeth Drive level crossing and hence operation of the SSFL. It is noted that by agreement in writing, ARTC is to finalise the design and construct the bridge/s on behalf of Health Infrastructure;
- Agrees to work with RailCorp and ARTC to establish a complementary agreement to facilitate the management of the design and construction of the bridges by ARTC as set out in this Agreement;
- Health Infrastructure and ARTC are to reach agreement on the process for determining the cost to Health Infrastructure for the bridges (including the approaches) under the agreement in Item 1.d above. This is to include such matters as tendering, selection of contractors and claims management;
- Agrees to work with RailCorp and ARTC to establish protocols for both emergency and planned access across the rail lines for critical hospital needs as set out in this Agreement;
- Agrees to [fund and construct] the new northern access road on RailCorp land;
- Agrees that the northern access road can be used by RailCorp for reasonable access to its proposed substation, and that any appropriate easements or rights of way will be entered into;
- Health Infrastructure will contribute \$6.85million towards the cost of the bridges.

Signed by:

Robert Rust
Chief Executive

2.2 RailCorp

- Agrees to General Commitments as shown in Section 1.0 above and as specified for RailCorp;
- Agrees to the acquisition (or other agreed mechanism) by Health Infrastructure of RailCorp land on the western side of the rail line as indicated by the plan attached for the creation of the new northern access road subject to confirmation of actual survey and design, at nominal monetary consideration;
- Agrees to work with Health Infrastructure and ARTC to establish a complementary agreement to facilitate the management of the design and construction of the bridges by ARTC as set out in this Agreement;
- Agrees to facilitate:
 - timely approvals including the design of the bridges and any necessary licences for use and construction of the bridges over the rail lines; and
 - construction and maintenance of the bridges across the rail line;
- Agrees to work with NSW Health and ARTC to establish protocols for both emergency and planned access across the rail lines for critical hospital needs as set out in this Agreement;
- RailCorp will contribute \$1.5million towards the cost of the bridges.

Voluntary Planning Agreement between Health Infrastructure, RailCorp, ARTC and TIDC for the Liverpool hospital and rail projects

Signed by:

Aidan Hughes
A/Group General Manager, Corporate Services

Robert Mason
Chief Executive

2.3 ARTC

- a. Agrees to General Commitments as shown in Section 1.0 above and as specified for ARTC;
- b. Agrees to work with Health Infrastructure and RailCorp to establish a complementary agreement to facilitate the management of the design and construction of the bridges by ARTC as set out in this Agreement;
- c. Agrees to facilitate timely maintenance of the bridges across the rail line;
- d. Agrees that the ARTC works or funding for noise mitigation in the area of Liverpool Hospital, namely a noise barrier on the eastern side of the rail corridor, can, by agreement between the parties, be used to fund alternative noise and vibration mitigation works that would better suit the proposed hospital development;
- e. Agrees to work with Health Infrastructure and RailCorp to establish protocols for both emergency and planned access across the rail lines for critical hospital needs as set out in this Agreement;
- f. ARTC will contribute \$0.75million in cash and/or services towards the cost of the bridges on or before [date]. The services could be the project management, detail design and site supervision for construction of the hospital's bridges and approaches over the rail line. The scope of the work is to be agreed and included in the agreement noted in Item 2.3.b above; and
- g. Health Infrastructure and ARTC are to reach agreement on the process for determining the cost to Health Infrastructure for the bridges (including the approaches) under the agreement in Item 2.3.b above. This is to include such matters as tendering, selection of contractors and claims management.

Health Infrastructure and ARTC have agreed that a separate agreement will be developed between Health Infrastructure and ARTC for signature by both parties to reflect the above commitments.

2.4 TIDC

- a. Agrees to the General Commitments as shown in Section 1.0 above and as specified for TIDC.

Signed by:

Chris Lock
Chief Executive

3.0 ATTACHMENTS

Voluntary Planning Agreement between Health Infrastructure, RailCorp, ARTC and TIDC for the Liverpool hospital and rail projects

A plan of the rail corridor showing the land acquisitions on each side of the corridor by Health Infrastructure and RailCorp.



Mr. Ian Hayes
NSW Health
Health Assets Services Offices
Level 3, 73 Miller Street
North Sydney, NSW, 2060

Contact: Gerard Kenny
Tel: (02)9338-7029
Fax: (02)9338-7099
gerard.kenny@spa.nsw.gov.au
Our Ref: CL4012 24207
Your Ref:

23 January 2009

Dear Mr Hayes,

Southern Sydney Freight Line SSFL
Acquisition of land from the South West Area Health Service at Liverpool Hospital.

I refer to my letter dated 23 December 2008 which advised that our client RailCorp wished to complete the acquisition of Lot 1 DP1133264 from South West Area Health Service for the SSFL by either land transfer or Compulsory Acquisition with agreement.

We have not received any advice from you to date as to your preferred method. Due to the urgency of obtaining access to the land for the construction of the freight line our client, RailCorp, has requested that the acquisition be completed by Compulsory Acquisition with agreement for \$1 compensation under section 30 of the Land Acquisition (Just Terms Compensation) Act. The Compulsory Acquisition is linked to the transfer of RailCorp land (Lot 3) to Health NSW for the same compensation. RailCorp have advised that approval has been received for the transfer and that an application has been lodged at the L.P.I for a title to Lot 3. They have further advised that Lot 3 will be subject to an easement for access.

The Minister for Transport and Executive Council have now given approval to Compulsory Acquisition of the land. Further, the Minister has approved a reduced Proposed Acquisition Notice (PAN) period of 30 days and immediate vacant possession of the land from the date of gazettal of the Notice of Compulsory Acquisition. The land will be acquired by publishing an Acquisition Notice in the Government Gazette on about 27th February 2009. Please note that the enclosed PAN is in accordance with Section 12 of the Act.

The PAN does not take account of other provisions in the Act allowing for the period of notice to be shortened from the normal 90 days minimum and acquisition with agreement on price. Please disregard the date specified and the statements regarding Notice of Claim and assessment by the Valuer General.

In place of the Notice of Claim mentioned in the PAN, I have enclosed an Agreement under Section 30 of the Act. Please arrange for the Agreement form to be executed and returned to this office. The Valuer General will not be instructed to assess compensation.

GST

Because this is a compulsory acquisition initiated and effected by the acquiring authority and there is no action on behalf of the owner that could be said to be a "supply", on current Tax Office rulings, there will be no GST payable when the ownership of the land transfers to the acquiring authority.

SPA | State Property Authority
ABN 91 840 597 406

Bligh House
4-6 Bligh Street
Sydney NSW 2000

GPO Box 5341
Sydney
NSW 2001

T 02 9338 7000
F 02 9338 7111
www.spa.nsw.gov.au

ENABLING BETTER SERVICES

However, if any other interest or right is supplied as part of this transaction then GST may be payable. Where there is a supply that attracts GST, the Authority is required to deduct 48.5% of the compensation amount as Withholding Tax if an Australian Business Number is not supplied or an acceptable reason is not provided on a "Statement by Supplier" form available from the Australian Taxation Office.

Should you have any enquiries please do not hesitate to call me on (02)9338 7029 or Lorraine Shine on (02) 9338 7017.

(for) Gerard Kenny
Manager, Property Transactions
on behalf of: Rail Corporation New South Wales

PROPOSED ACQUISITION NOTICE

The following Proposed Acquisition Notice is issued pursuant to Section 12 of the Land Acquisition (Just Terms Compensation) Act 1991.

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

FORM 1

SECTION 11

Proposed Acquisition Notice

LAND

TO: South Western Sydney Area Health Services

1. The Rail Corporation New South Wales requires part of your interest in the land, located at Liverpool, for a public purpose namely the Southern Sydney Freight Line SSFL. A full description of the interest and title details of the land are listed in the schedule at the end of this notice.
2. The Rail Corporation New South Wales intends to compulsorily acquire land by an Acquisition Notice published in the Government Gazette. This Notice will appear in the Government Gazette not less than 30 days after the giving of this notice, unless the land is acquired by Rail Corporation New South Wales prior to that date by negotiated purchase.
3. On publication in the Government Gazette, the Acquisition Notice will extinguish your interest in the subject land to the extent of the interest to be acquired and will convert that interest into a claim for compensation. This Acquisition Notice will vest the land in the Rail Corporation New South Wales freed of all interests. Section 55 of the Land Acquisition (Just Terms Compensation) Act 1991 states the following matters to be considered in the determination of the compensation due to you namely:
 - (a) the market value of the land on the date of its acquisition;
 - (b) any special value of the land to the person on the date of its acquisition;
 - (c) any loss attributable to severance;
 - (d) any loss attributable to disturbance;
 - (e) solatium;
 - (f) any increase or decrease in the value of any other land of the person at the date of acquisition which adjoins or is severed from the acquired land by reason of the carrying out of, or the proposal to carry out, the public purpose for which the land was acquired.
4. To assist in the determination of compensation payable you are requested to fill in the attached Claim for Compensation form and return it to the address shown on the attached Claim form not later than 23 March 2009.

FORM 1

5. If you do not return the Notice of Claim the Valuer-General will value your interest without the benefit of your assistance.
6. When the land is compulsorily acquired you will receive an offer of compensation generally within 30 days of the date of the publication of the Acquisition Notice in the Government Gazette.
7. If you accept the offer, payment will generally be made to you within 28 days of your acceptance and receipt by Rail Corporation New South Wales of the completed documents.
8. If you refuse to accept the offer you have a right to object to the Land and Environment Court.
9. The issue of this notice does not exclude the possibility of agreement with you for acquisition of the land by negotiated purchase. In this regard you should contact Gerard Kenny on 93387029 or Lorraine Shine on 93387017.

SCHEDULE

Description of Interests to be Acquired and Subject Land

* DP = Deposited Plan at Land and Property Information

Interest to be Acquired	Subject Land	Interest in Subject Land
Lot 1 in Deposited Plan 1133264 (R30964)	Lot 2 DP596770	Registered Proprietor

Title and Name of Sender : Gerard Kenny
Manager Property Transactions

Name and Address of Authority : Rail Corporation New South Wales
C/-Property Transactions
State Property Authority
GPO Box 5341
SYDNEY GENERAL POST OFFICE NSW 2001

Date: 23 January 2009

SECTION 30 AGREEMENT

When agreement has been reached you may be required to complete the following Section 30 Agreement.

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT, 1991

SECTION 30 AGREEMENT
DEED OF AGREEMENT FOR COMPULSORY ACQUISITION OF LAND,
RELEASE AND INDEMNITY

1. The Rail Corporation New South Wales (Authority) and the Owner (described in Schedule 1) agree pursuant to Section 30(1) of the Land Acquisition (Just Terms Compensation) Act 1991 (the Act) that the Authority will acquire from the Owner by process subject to Section 30(2) of the Act the land (described in Schedule 2)
2. The Authority and the Owner agree that
 - i) the total compensation to be paid by the Authority to the Owner for the acquisition of the land (described in Schedule 2) shall be the amount of \$ 1.
 - ii) the compensation of \$ 1 shall be paid by the Authority to the Owner within 30 days of the publication of the Acquisition Notice in the Government Gazette and on production by the Owner to the Authority of the documents described within Schedule 3.
 - iii) the compensation amount set out in paragraph (ii) is inclusive of the liability (if any) of the Owner for GST, and the Owner is not entitled to any reimbursement of or to recover any amount of GST on the transaction from the Authority.
3. The Owner warrants that:
 - i) the affected Land is wholly owned by the Owner;
 - ii) any other persons having any legal or equitable interest in the affected Land and the nature and extent of such interests are disclosed in Schedule 3.

SECTION 30 FORM

4. In consideration of the payment by the Authority of the amount of compensation and statutory interest set out above the Owner:
 - i) hereby releases unconditionally and forever all claims, demands, entitlements which the Owner has or assert to have or could, would or might but for this Release have against the Authority for or in respect of the compulsory acquisition of the land (described in Schedule 2).
 - ii) agree to indemnify and keep indemnified the Authority from and against any and all claims that may be made against the Authority in respect of the said compulsory acquisition, any matter warranted by the Owner pursuant to Clause 3 of this Agreement including any claim by any person who establishes a superior interest to the interest claimed by the Owner in the land described in Schedule 2 hereto.

DATED this day of 20.....

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by)
South Western Sydney Area Health Service)
in the presence of:

Owner is Health Admin. Corp
(LGA 20596772)

Witness

Signature of Owner/s

Print Name

Print Name/s

Witness

General Manager

Print name and address

SCHEDULE 1

South Western Sydney Area Health Services

SCHEDULE 2

Description of Interests to be Acquired and Subject Land

* DP = Deposited Plan at Land and Property Information

Interest to be Acquired	Subject Land	Interest in Subject Land
Lot 1 in Deposited Plan 1133264 (R30964)	Lot 2 DP596770	Registered Proprietor

SCHEDULE 3

Documents to be produced under Paragraph 2. ii)

- (a) If the transaction is a taxable supply by the Owner, a tax invoice that complies with the requirements of the GST legislation and the Commissioner of Taxation's rulings and determinations (including, without limitation, the Owner's ABN);
- (b) If the transaction is not a taxable supply by the Owner, a document quoting the Owner's ABN or a completed "Statement by a supplier" Form as published by the Australian Taxation Office;

Interests to be disclosed under Paragraph 3. ii)

**SECTION 30 FORM
STATUTORY DECLARATION**

OATHS ACT, 1900, NINTH SCHEDULE

NEW SOUTH WALES
TO WIT.

*Name in full. I, the undersigned *.....
#Residence. of #.....
+ Occupation in the State of New South Wales, +..... do
The facts to be stated according to the Declarant's knowledge, belief or information, severally. hereby solemnly and sincerely declare and affirm that: the information provided in Schedule 2 and Schedule 3 of the annexed Deed to Compulsory Acquisition comprising two pages is true and correct.

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

TAKEN and declared at in the said

state this day of 20....,

before me
Justice of the Peace

CLAIMANT(S)



Department of Lands

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/596770

SEARCH DATE	TIME	EDITION NO	DATE
28/1/2009	4:29 PM	10	17/7/2008

LAND

LOT 2 IN DEPOSITED PLAN 596770
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP596770

FIRST SCHEDULE

HEALTH ADMINISTRATION CORPORATION (T AD223443)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP265159 EASEMENT FOR SERVICES 1 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 3821734 EASEMENT FOR UNDERGROUND MAINS AFFECTING THE PART DESIGNATED (A) IN DP641374
- 4 8018427 LEASE TO BEVERLEY ANN CETIN OF SHOP 1, LIVERPOOL HOSPITAL AS SHOWN IN PLAN (PAGE 22) WITH 8018427. EXPIRES: 13/8/2004.
- 5 9026228 LEASE TO SGE CREDIT UNION LIMITED OF SHOP 2, LIVERPOOL HOSPITAL. EXPIRES: 31/8/2004.
- 6 AA640452 LEASE TO LPH EXPRESSO PTY LIMITED OF SHOP 3 AT LIVERPOOL HOSPITAL. EXPIRES: 31/5/2009. OPTION OF RENEWAL: 5 YEARS.
- 7 DP1066631 EASEMENT FOR GAS MAIN 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066631
- 8 AE2703 LEASE TO TELSTRA CORPORATION LIMITED OF 'WORKS AREA' SHOWN HATCHED IN PLAN (PAGE 25) WITH AE2703. EXPIRES: 17/1/2013.
- 9 AE2704 LEASE TO TELSTRA CORPORATION LIMITED OF 'WORKS AREA' SHOWN HATCHED IN PLAN (PAGE 25) WITH AE2704. COMMENCES 18/1/2013. EXPIRES: 17/1/2018.
- 10 AE2705 LEASE TO TELSTRA CORPORATION LIMITED OF 'WORKS AREA' SHOWN HATCHED IN PLAN (PAGE 25) WITH AE2705. COMMENCES 18/1/2018. EXPIRES: 17/1/2023.

NOTATIONS

DP1133264 NOTE: PLAN OF ACQUISITION

END OF PAGE 1 - CONTINUED OVER

doh:syd-pollardj pollard

PRINTED ON 28/1/2009

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.

https://six.lands.nsw.gov.au/wps/myportal/tut/p/c1/hY7LD0IwEEW_yMy0YMEIym... 28/01/2009



New South Wales

State
Property
Authority

Mr. Ian Hayes
NSW Health
Health Assets Services Offices
Level 3, 73 Miller Street
North Sydney, NSW, 2060

L9 Bligh House, 4-6 Bligh Street Sydney NSW
2000 GPO PO Box 5341 Sydney NSW 2001
Tel 02 9338 7017 Fax 02 9338 7099
TTY 1300 301 181 ABN 91 840 597 406

Contact: Lorraine Shine

Tel: 02 9338 7017 Fax: 02 9338 7099
lorraine.shine@spa.nsw.gov.au
Our Ref: 24207

23 December 2008

Dear Mr Hayes,

Southern Sydney Freight Line (SSFL). Proposed land exchange between South West Area Health Service and RailCorp at Liverpool Hospital

I refer to previous correspondence regarding the acquisition by RailCorp for the SSFL and the proposed transfer of RailCorp land to Health.

The survey plan has now been registered at the LPI and a copy of DP 1133264 is attached for your attention. The land to be acquired by RailCorp is Lot 1 comprising 1631 sq metres and the land to be transferred from RailCorp to Health is Lot 3 comprising 3019 sq metres. It is understood that agreement has been reached for the land to be exchanged with no monetary adjustment.

It is also understood the transfer of Lot 3 DP1133264 is to be subject to creation of an easement for access in favour of RailCorp, the details of which will need to be determined between RailCorp and your Department. The RailCorp contact person is Richard Wolfson, phone 8922 4349

It is now proposed to complete the transfer of Lots 1 and 3 DP 1133264. This can occur by Transfer documents. It will first be necessary to obtain a title for Lot 3 - RailCorp's Solicitor Blake Dawson can apply to the LPI for this.

Alternatively, the acquisition could be completed by Compulsory Acquisition with agreement. In this regard RailCorp has now received contingent approval from the Minister for Transport to Compulsory Acquisition of various parcels of land required for the SSFL, including Lot 1. This method may overcome potential issues with GST.

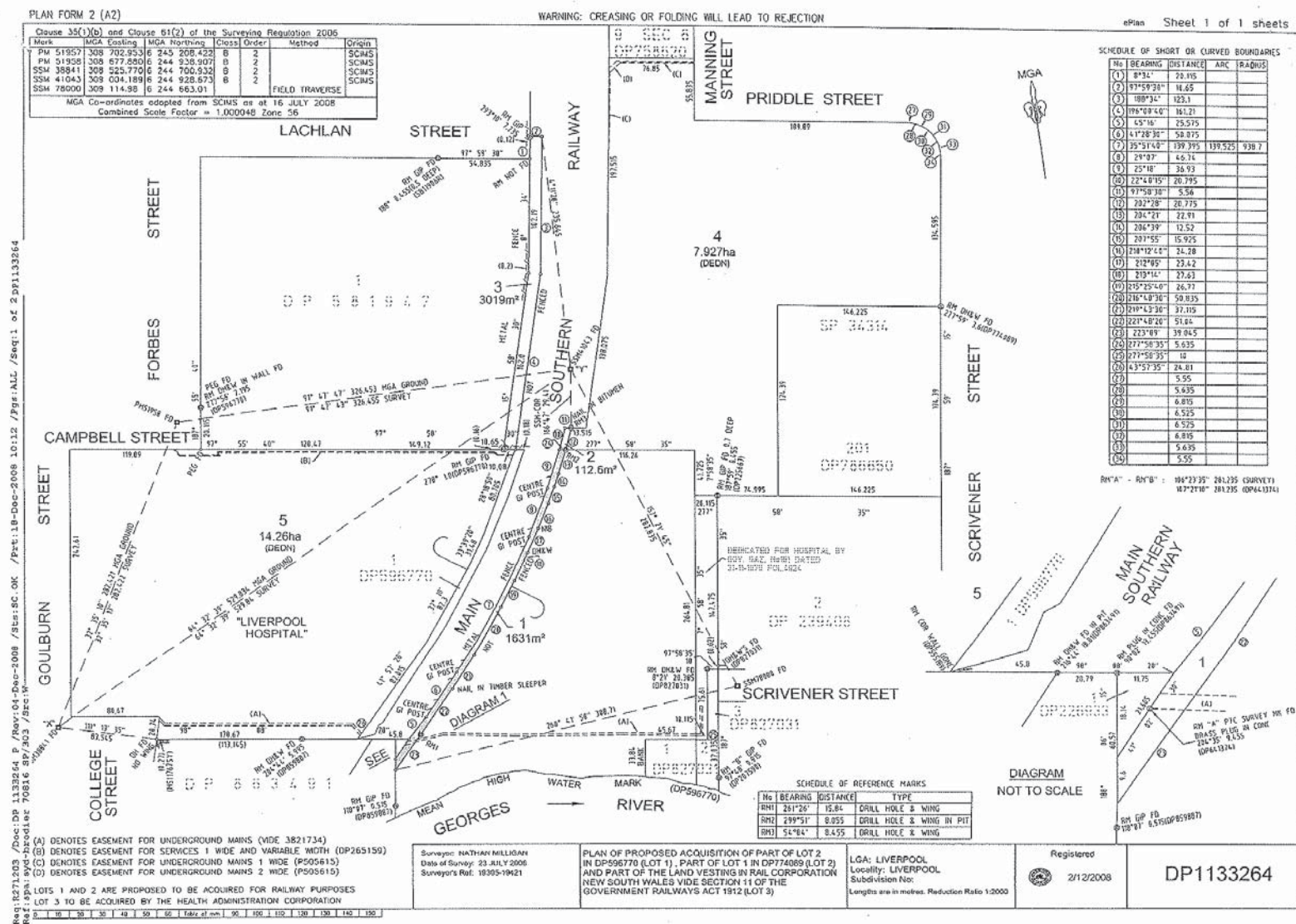
Please urgently advise the preferred method of land transfer. Please also confirm that early entry onto Lot 1 for construction of the SSFL is available prior to completion of the acquisition. This was to be a condition of the In Principle Agreement.

Should you require further information please contact me on 9338 7017.

Yours faithfully,

Lorraine Shine
Lorraine Shine
Property Transaction Officer.

G:\DAD\Acquisitions\Clients\RailCorp\South Sydney Freight line\Liverpool Hospital\Letter advising exchange of land.doc



From: Jeremy Wilson
Sent: Wednesday, 28 January 2009 12:42 PM
To: Gary Tower (Liverpool)
Cc: Frank Tong
Subject: FW: Liverpool Hospital - DoE Land - Plan of subdivision /acquisition

Gary

I have had confirmation from Trevor Sutton (Sites Officer, Asset Management Directorate, Dept of Education & Training) that the proposed method for acquiring the DoE is acceptable (see below email).

He has requested, however, that if there any legal cost associated with the transfer, then the project will pick up the costs. Could you let me know if this is appropriate/acceptable?

Thanks

Jeremy

Jeremy Wilson
Project Manager - Services and Site Infrastructure
Capital Insight
Office No. 02 9612 0717
Facsimile No. 02 9612 0715
Direct No. 02 9612 0727
Mobile No. 0418 453 317
Email: jeremy.wilson@capitalinsight.com.au
Web: www.capitalinsight.com.au

From: Sutton, Trevor [mailto:trev.sutton@det.nsw.edu.au]
Sent: Wednesday, 28 January 2009 12:14 PM
To: Jeremy Wilson
Subject: RE: Liverpool Hospital - DoE Land - Plan of subdivision /acquisition

Hi Jeremy,

Thanks for your email on the way forward to finalise the acquisition. We have no objection to proceeding as you propose.

I have inquired if there is a current 149 Certificate for this site on file however I have not been able to locate one within the Department. Please feel free to obtain the S149 certificate from Council yourselves.

I expect you will be completing your survey work and preparing the appropriate property transfer documents, papers and certificates to complete the transaction .

It is hoped that the matter can be coordinated between our Departments to settlement without any complications, however if an issue or issues of concern arise we will seek the advice of the Crown Solicitor's Office as required . Please confirm that you are agreeable to cover our reasonable legal costs associated with any such an inquiries to the CSO.

Please keep me advised as the matter progresses.

Regards

Trevor Sutton
Sites Officer
Asset Management Directorate
Dept of Education & Training
Tel: (02)9561 8599
Email: trev.sutton@det.nsw.edu.au

From: Jeremy Wilson [mailto:jeremy.wilson@capitalinsight.com.au]
Sent: Tuesday, 27 January 2009 2:12 PM
To: Sutton, Trevor
Cc: Holmes, Ken; Gary Tower (Liverpool); Frank Tong
Subject: Liverpool Hospital - DoE Land - Plan of subdivision /acquisition

Trevor

Happy New Year - I hope you had a break and had a relaxing and fun time.

As you may be aware the Liverpool Hospital project is now in full swing and this year promises to be very active one with lots of construction activities and with these we wish to include the Northern road construction and the purchase of the corner of land from DoE.

To this end, NSW Health has confirmed the preferred acquisition process for the DoE/Liverpool Girls School land valued at \$51,750. Please refer to the email below from Jeff Pollard - Senior Project Officer, NSW Health Assets - South Western Team.

In essence "option (A) - Acquisition", means DH are able undertake an acquisition of land as they are an authority (see attached *.pdf document) with the right to acquire. A plan of the land to be acquired is prepared and registered (with no involvement from anyone other than DH). Upon agreement in price (as already advised by DoE as \$51,750) a transfer is affected and a new Certificate of Title (CT) is created in the ownership of DH and a new CT for the residue of land will be created in the ownership of DE. On 12/01/09 Gary Tower advised you via email of the surveyor we are proposing to use to undertake the work (noted above and below emails).

Could you please confirm that the process proposed is acceptable to the Department of Education for the acquisition of the land? With the program for construction this acquisition is now becoming a matter of urgency, so if it is possible to obtain a response/confirmation of the process, as quickly as possible, it would be great appreciated.

Would it also be possible to advise if you have, or can provide, an S149 Certificate as requested in Gary's email of the 07/01/09?

Thank you for your continuing assistance in this matter.

Regards,

Jeremy

Jeremy Wilson
 Project Manager - Services and Site Infrastructure
 Capital Insight
 Office No. 02 9612 0717
 Facsimile No. 02 9612 0715
 Direct No. 02 9612 0727
 Mobile No. 0418 453 317
 Email: jeremy.wilson@capitalinsight.com.au
 Web: www.capitalinsight.com.au

-----Original Message-----

From: Jeffrey POLLARD [mailto:JPOLL@doh.health.nsw.gov.au]
Sent: Friday, 19 December 2008 2:41 PM
To: Gary Tower (Liverpool)
Cc: Phil Cortis; Robert Howard
Subject: Fwd: RE: Liverpool Hospital - DoE Land - Plan of subdivision /acquisition

Gary

Sorry about the delay in responding.

The Department of Health has the power to acquire land under Section 10 of the Health Administration Act (see attachment) - in the name of "Health Administration Corporation". The Liverpool Hospital site is vested in the Health Administration Corporation (HAC).

We have no problems with the proposal to transfer the Education land by way of the proposed option "(A) Acquisition". There is no need as I see it to compulsorily acquire the land (through gazettal) unless there are easements or encumbrances affecting the land that we want to extinguish. Once the plan of the land to be acquired is prepared and registered (with a new Title created) both Education and Health can then obtain their respective formal approvals to the transaction and it can be completed by both parties executing a Transfer, Health paying the agreed value of the land to Education, Education handing over the Title to Health and then Health lodging the Transfer and the Title at the Department of Lands, Land and Property Information office to register the transfer of title from Education to HAC. I can arrange the lodgement of the Transfer.

In preparing the plan of the land to be transferred, my only concerns are that the surveyor identifies any easements, or any other encumbrance affecting the land, and that we can be assured that there will be no issues concerning availability of services or access to the land to be acquired, given that the plan will not be endorsed by the local council. I assume that as this land will be consolidated with the main hospital site that services and access issues will not arise.

As we don't hold any funds for this project, can you obtain a S149 Certificate for the Education land out of the project budget so that we can confirm that there are no contamination or zoning issues affecting the Education land, in particular, the parcel to be transferred?

Any other info required, please do not hesitate to contact me.

Regards
 Jeff

Jeff Pollard
 Senior Project Officer
 Assets - South Western Team

Strategic Procurement & Business Development Branch
 NSW Health Department
 Tel. 9391 9440
 Fax. 9391 9522
 Email: jpoll@doh.health.nsw.gov.au
 Address: Locked Mail Bag 961
 North Sydney NSW 2059

>>> Phil Cortis <Phil.Cortis@hinfra.health.nsw.gov.au> 10/12/2008 3:08 pm >>>
Gary

Jeff mentioned:

- a) HAC has the power to compulsorily acquire, but there needs to be justification and supporting info
- b) Jeff will draft a more detailed reply soon (before Xmas I expect)
- c) Jeff will communicate with you to look after this issue, but will keep me informed.

Please let me/Jeff know about any timing constraints.

Regards

Phil Cortis | Delivery Project Manager | Health Infrastructure, NSW Health

Direct Dial: (02) 8644 2216 | Mobile: 0403 572 869 | Fax: (02) 8644 2240
| Email: phil.cortishinfra.health.nsw.gov.au
<mailto:phil.corti@hinfra.health.nsw.gov.au>

Level 16, Tower A, Zenith Building, 821 Pacific Highway, Chatswood, NSW 2067 | GPO Box 1770, Chatswood NSW 2057.

Disclaimer: This message is intended for the addressee named and may contain confidential information. If you are not the intended recipient, please delete it and notify the sender. Views expressed in this message are those of the individual sender, and are not necessarily the views of Health Infrastructure. <mailto:shaeila.morris@hinfra.health.nsw.gov.au>

This email has been scanned for the NSW Department of Health by the MessageLabs Email Security System. The Department regularly monitors emails and attachments to ensure compliance with its Electronic Messaging Policy. <mailto:shaeila.morris@hinfra.health.nsw.gov.au>

From: Gary Tower (Liverpool) [mailto:gary.tower@capitalinsight.com.au]

Sent: Monday, 8 December 2008 9:42 AM
To: Phil Cortis; Jeffrey POLLARD
Cc: Robert Howard
Subject: Liverpool Hospital - DoE Land - Plan of subdivision / acquisition

Phil and Jeff

RE: Land acquisition from Department of Education

Please review the question/options put forward by our surveyor and advise which process NSW Health wishes to use.

Thanks and regards,

Gary Tower

From: Jeremy Wilson

Sent: Monday, 8 December 2008 9:37 AM
To: Gary Tower (Liverpool)
Subject: FW: Liverpool Hospital - Plan of subdivision / acquisition

Gary

Could you please ask HI for their guidance to the options (below) from the proposed surveyor?

Thanks

Jeremy

Jeremy Wilson

Project Manager - Services and Site Infrastructure

Capital Insight

Office No. 02 9612 0717

Facsimile No. 02 9612 0715

Direct No. 02 9612 0727

Mobile No. 0418 453 317

Email: jeremy.wilson@capitalinsight.com.au

Web: www.capitalinsight.com.au <http://www.capitalinsight.com.au/>

From: Karen Worsnop [mailto:KarenWorsnop@jmd.com.au]

Sent: Monday, 8 December 2008 9:25 AM
To: Jeremy Wilson
Subject: FW: Liverpool Hospital - Plan of subdivision / acquisition

Dear Jeremy

Further to our email on 4.10.08, I wish to summarise the options, in regards to LPI, for the transfer of land from Department of Education (DE) to Department of Health (DH).

(A) Acquisition

DH can undertake an acquisition of land if they are an authority with the right to acquire. This advice would be provided by the legal department for DH. A plan of the land to be acquired is prepared and registered with no involvement from anyone other than DH. Upon agreement in price a transfer is effected and a new Certificate of Title (CT) is created in the ownership of DH and a new CT for the residue of land will be created in the ownership of DE.

- * DH must have right to acquire
- * Liverpool Council is not involved
- * CT's are not issued upon registration
- * CT's are issued upon transfer
- * The transferred parcel of land will remain a separate CT to the rest of the DH's land

(B) Subdivision

DE can undertake a subdivision of their land to create a new parcel which can be sold to DH. This process involves a Development Application to Liverpool Council and will involve other service authorities such as Integral Energy, Telstra and Sydney Water. DH don't have any involvement in the process other than the purchase of land at the end.

- * Fees would be more expensive and expensive than acquisition
- * Time frame would be much longer than acquisition
- * The transferred parcel of land will remain a separate CT to the rest of the DH's land

(C) Boundary Adjustment

DH and DE can undertake a boundary adjustment between their two adjoining parcels of land. The dividing boundary is moved to the required new location and new CT's are created for both new lots, surrendering both existing CT's. The boundary adjustment is considered a subdivision and will require Development Consent from Liverpool Council and again involves clearances from the service authorities.

- * Fees would be more expensive and expensive than acquisition
- * Time frame would be much longer than acquisition.

Conclusion

Acquisition is the least expensive and quickest process of the three options, but requires DH to be an "Authority" with the power to undertake acquisitions.

We will finalise our submission to you, when advice is provided on the process to be adopted, and the client details are specified.

Regards

Michael Gordon
Project Surveyor

JMD
Development Consultants

John M. Daly & Associates Pty Ltd

32 Iolanthe Street Campbelltown NSW 2560

P.O. Box 25 Campbelltown NSW 2560

Ph: (02) 4625 5055

Fax: (02) 4628 2013

Email: admin@jmd.com.au



Department of Planning
Strategic Assessments
PO Box 39
SYDNEY NSW 2001

Att: Michael File – Director, Strategic Assessment

Dear Mr File,

Liverpool Hospital Redevelopment – Infrastructure and Ancillary Hospital Works

I refer to the application lodged with the Department of Planning for the Liverpool Hospital redevelopment. Thank you for inviting Council to comment on the above mentioned application.

In relation to the Environment Assessment (EA) of the abovementioned development, the following concerns are noted for the consideration by the Department:

Access / Traffic

With regard to the northern access road to be constructed, all construction vehicles and traffic is to enter and leave the site via the new access road from this when completed. Until such time, vehicles are to enter and leave the site in accordance with the Traffic Management Plan Figure 5:14 as stipulated in the EA for Stage 2 works.

As mentioned in Council's previous letter, there are a number of schools in the immediate area of the hospital; Council is concerned with the amount of traffic during school peak times. It is therefore requested that construction traffic not use the following roads between 8:30am and 9:30am and between 2:30pm and 3:30pm on school days, due to school and pedestrian traffic

- Forbes St between Campbell Street and Lachlan Street,
- Campbell Street between George Street and Bigge Street, and
- Bigge Street between Campbell Street and Elizabeth Street

Flooding

The proposed development is affected by the Probable Maximum Flood (PMF), the design flood level in this case is the PMF level, which is 10.9m AHD, and the maximum 1% AEP flood level near the site is 8.8m AHD. Liverpool Council's Policy does not allow critical services such as hospitals and the like to be located within the flood prone area.

Our Ref: TRIM 2008/1239
Your Ref: MP 08_0062
Contact: Anthony Pizzolato
(02) 9821 9246
a.pizzolato@liverpool.nsw.gov.au
Date: 5 January 2009

Administration Centre 1 Hoxton Park Road, Liverpool NSW 2170, DX 5030 Liverpool
Customer Service Centre Liverpool City Library, 170 George Street, Liverpool NSW 2170
All correspondence to The General Manager, Locked Bag 7064 Liverpool BC NSW 1871 Call Centre 1300 36 2170
Fax 9821 9333 Email lcc@liverpool.nsw.gov.au Web www.liverpool.nsw.gov.au TTY 9821 8800 ABN 84 181 182 471

Appendix G - Liverpool City Council Correspondence

Infrastructure works and ancillary work in this application include road works, car parking, railway crossings, landscaping, childcare facilities and engineering services building out of which the following two infrastructures are concerned from flooding perspective:

- Childcare facility - construction of an extension to the existing childcare centre located within the East Campus.
- Engineering services building - construction of a new engineering services building on the northwestern side of the East Campus.

Childcare services and engineering services can be considered as not critical services within hospital services. Hence, finished floor levels of these two facilities are not necessarily required to be above the PMF level. Plans and documentation indicates proposed finished floor levels for these buildings are below the PMF level but above the 1%AEP flood level. Plans and documentation also shows that sufficient provision is available for people to evacuate to an area above the PMF during flood.

In light of the above, the following conditions of approval are recommended:

- Finished floor levels of childcare extension shall be no lower than the 1%AEP flood level plus 0.5m freeboard, i.e. 9.3m AHD (minimum). If this is not possible finished floor levels shall be no lower than the floor level of the existing childcare facility
- Finished floor levels of engineering service building shall be no lower than the 1%AEP flood level plus 0.5m freeboard, i.e. 9.3m AHD (minimum)
- An evacuation plan is required to be prepared and maintained considering all evacuation needs to an area of refuge above the PMF level
- The development is to be consistent with any relevant flood evacuation strategy or similar plan

Acoustic / Health

All recommendations as contained in reports shall be implemented, including the following:

- That the construction, fit out and finishes of the kitchen in the childcare centre shall comply with the Food Act 2003 and regulations there under and Australian Standard AS4674.

In conclusion, provided the issues noted in this letter are addressed, Council does not have any objection to the proposed development. Should you have any further enquiries, please do not hesitate to contact me on 9821 9246.

Yours faithfully

Anthony Pizzolato
**TEAM LEADER – MAJOR DEVELOPMENT
STATUTORY PLANNING**

a.pizzolato@liverpool.nsw.gov.au

ASSET MANAGEMENT DIRECTORATE

Mr Michael File
Director Strategic Assessments
Department of Planning
GPO Box 39
SYDNEY NSW 2001



DOC08/69787
Your ref:MP08_0062

Dear Michael

**Liverpool Hospital Redevelopment – Infrastructure and Ancillary Works
Major Project Application MP08_0062**

I refer to your correspondence of 17 November 2008 advising the Department of Education and Training (DET) of the Major Project application from Health Infrastructure seeking approval for Ancillary Hospital Works in accordance with the approved Concept Plan MP06_0116.

The Department is aware of the importance of this next phase to redevelop Liverpool Hospital and has the following concerns and comments to make in relation to the proposed Ancillary Hospital Works.

It is noted that the proposed road between Liverpool Girls High School and Liverpool Hospital has been removed from the plans because of the impact on Liverpool Girls High School facilities.

The new Northern Link Road will provide access to the Hume Highway and will run alongside the Liverpool Girls and Liverpool Boys High Schools' playing fields. It is noted that this road is proposed to have a wrought iron fence on the boundary of the playing fields and a chain mesh fence along the rail corridor. This proposal will require discussion with the Department's Safety and Security Unit to ensure compliance with Education's Standards.

It is noted that the Department of Health intends to establish a Voluntary Planning Agreement (VPA) with the Department of Education and Training in relation to the proposed future development zone on the current TAFE site in College Street.

This future proposal on the Liverpool TAFE Campus has implications for current car parking for staff and students and for future facilities planning. It is anticipated that negotiations around this proposed VPA with the DET will involve various departmental personnel. The VPA could provide an opportunity for a future joint venture between Health and TAFE.

• Level 4, 35 Bridge Street • Sydney NSW 2000 • GPO Box 33 • Sydney NSW 2001 •
• telephone 02 9561 8000 • facsimile 02 9551 8505 • www.det.nsw.edu.au •

The anticipated impacts from the Infrastructure and Ancillary Works at Liverpool Hospital will be noise, additional heavy vehicle traffic, dust, safety issues and overall general disruption resulting from such a large development in a very compact Liverpool CBD.

Liverpool Girls High School students will be particularly adversely affected, as the school has a number of demountable classrooms within metres of Milestone 6 area, which requires excavation and demolition for a new 'at grade' car park and demolition prior to building a new road to link with the new Northern Road.

The results of the noise tests during Excavation Activity in the Infrastructure and Ancillary Hospital Works, Appendix R, 12.1 assumes that all buildings adjacent to Milestone 6 have 4mm glazed windows with acoustic seals, which then makes the noise level during excavation permissible.

However, I have been advised that demountables in secondary schools have not been surveyed but are unlikely to have the required window glass treatment and do not have acoustic seals. Building M, which runs along the western boundary adjacent to the demountables may also require some noise amelioration treatment. The schools will also require special consideration during HSC exams and at other specific times during the school year.

The Department requests that a meeting be held between Planning, DET and Health to negotiate the management of the project as it relates to the impact on, Education's sites and day-to-day operations.

The Department is pleased that there will be ongoing direct phone contact with noise-affected parties over the life of the project. It is anticipated that, when works commence, the Department of Education and Training will allocate a specific officer to liaise directly with the Liverpool Hospital's Site Manager to facilitate efficient communication.

Further correspondence from the Department of Planning can continue to be addressed to me. For further enquiries from Planning on this particular issue and to facilitate the meeting, the contact officer is Ms Sandra Patterson, Demographic Planner, phone 95618544 or sandra.patterson@det.nsw.edu.au

Yours sincerely

Paul Culshaw
Director Strategic Asset Planning and Procurement

17/12/08

ACOUSTIC LOGIC CONSULTANCY
noise and vibration consultants
abn 11 068 954 343

ACOUSTIC LOGIC CONSULTANCY
noise and vibration consultants
abn 11 068 954 343

Reference: 2008402/0402A/R0/GW
4 February, 2009

Reference: 2008402/0402A/R0/GW
4 February, 2009

BLL No. Pages: 2

BLL No. Pages: 2

ATTN: MR ANDREJ STEVANOVIC

ATTN: MR ANDREJ STEVANOVIC

MILESTONE 6, LIVERPOOL HOSPITAL – EXCAVATION/CONSTRUCTION NOISE
IMPACT TO LIVERPOOL GIRLS HIGH SCHOOL

MILESTONE 6, LIVERPOOL HOSPITAL – EXCAVATION/CONSTRUCTION NOISE
IMPACT TO LIVERPOOL GIRLS HIGH SCHOOL

1. INTRODUCTION

This letter confirms that the external noise impact from the excavation/construction activities at Milestone 6, Liverpool Hospital into the Liverpool Girls High School has been reviewed and detailed comments have been addressed in this report.

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2. COUNCIL COMMENTS

Council letter dated 17/12/8 states:

Liverpool Girls High School students will be particularly adversely affected, as the school has a number of demountable classrooms within metres of Milestone 6 area, which requires excavation and demolition for a new "at grade" car park and demolition prior to building a new road to link with the new Northern Road.

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Directors | Matthew Palavidis | Victor Fattorello | Matthew Carter | Matthew Shields

Sydney | Ph 02 8338 9888 | fax 02 8338 8399 | 9 Sarah Street Mascot NSW 2020
Melbourne | Ph 03 9614 3199 | fax 03 9614 3755 | Level 7, 31 Queen Street Melbourne VIC 3000
Canberra | Ph 02 6162 9797 | fax 02 6162 9711 | Unit 14/71 Leichhardt Street Kingston ACT 2604

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20090204_gwa_r0.doc

Directors | Matthew Palavidis | Victor Fattorello | Matthew Carter | Matthew Shields

Sydney | Ph 02 8338 9888 | fax 02 8338 8399 | 9 Sarah Street Mascot NSW 2020
Melbourne | Ph 03 9614 3199 | fax 03 9614 3755 | Level 7, 31 Queen Street Melbourne VIC 3000
Canberra | Ph 02 6162 9797 | fax 02 6162 9711 | Unit 14/71 Leichhardt Street Kingston ACT 2604

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20090204_gwa_r0.doc



power supply, and it is noted that this impact is not considered in the assessment provided. As per the vehicular bridge, RailCorp will require a deed for the construction and maintenance of the pedestrian bridge. Additionally, resolution of the costs associated with relocation of affected rail infrastructure will also be required.

Voluntary Planning Agreement

It is noted that the Voluntary Planning Agreement forming Appendix L of the Environmental Assessment has not been signed by RailCorp or any other party. This version provided is not the latest revision, and RailCorp awaits the presentation of an amended version for its consideration.

Thankyou for providing RailCorp the opportunity to comment on Liverpool Hospital. If you have any further questions please contact Nerida Morgan, Principal Planner, Network Development on 8202 2317 or email nerida.morgan@railcorp.nsw.gov.au

Yours sincerely

REX GUNTON
Acting General Manager
Network Development