

Harbour Park Design Competition

Document 1.2
Design Brief



ACKNOWLEDGEMENT

Infrastructure NSW acknowledges the Gadigal as the Traditional Owners of the land on which Barangaroo sits today. We recognise their continuing connection to land, waters and culture. We pay our respects to their elders past, present and emerging.

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DISCLAIMER All information provided in this Design Brief is subject to further review and change(s) following this Competition, with corresponding requirements to amend the Winner's design in response to such changes.

Upon engagement the Consultant will verify the design brief and coordinate the detailed design with Infrastructure NSW and Infrastructure NSW's development partners at the interfaces between Harbour Park, the Central Barangaroo Development Area, Hickson Road and Barangaroo South.



OVERVIEW

Central Barangaroo view from north west



View of Central Barangaroo
Photo credit: NSW Government

1. INTRODUCTION

Infrastructure NSW invites shortlisted Competitors to participate in this Stage Two of the Competition. Following Stage One, which was an Expression of Interest stage, Stage Two seeks innovative design responses that embody Infrastructure NSW's vision for Harbour Park. Submissions should comprise a landscape architecture proposal that includes public art and associated built form as may be required. The aim of this Competition is to select a collaborative team with a strong vision to integrate Harbour Park within the Barangaroo precinct and its surrounds.

Following Stage Two, a winner will be selected by the Jury to deliver design services for Harbour Park, in accordance with the Contract and Scope of Services (see document 4.1).

How to read this document

This Stage Two Design Brief builds upon the content of the Design Brief. Clauses 1 to 11 are substantively as provided in Stage One, with further information in relation to each clause provided within a sub-clause at the end entitled Additional Information. Throughout the document **Stage One text is indicated with a teal heading**, while **new content is shown with a purple heading**.

Clauses 12 to 16 are substantively new clauses that provide additional information for consideration during Stage Two.



Figure 1: Location of Barangaroo within the wider context of central Sydney.

2. VISION

Harbour Park will become an internationally recognised public space and an iconic landmark both within Barangaroo and as part of Sydney's broader harbourside network of waterfront places. Its character will provide a unique sense of place, that respects and acknowledges the site's First Nations history and the continuing presence of Aboriginal culture. It will provide both respite and activity, accommodating quiet spaces for individuals and larger areas with the capacity to host large civic events. Harbour Park will deliver a safe, iconic waterfront destination that reflects global best practice and embodies INSW's vision for Barangaroo.

Additional information:

Harbour Park will be the transition between the natural headland of the Barangaroo Reserve and the large-scale developments of Barangaroo South. It will complement Barangaroo Reserve, yet retain its own unique character.



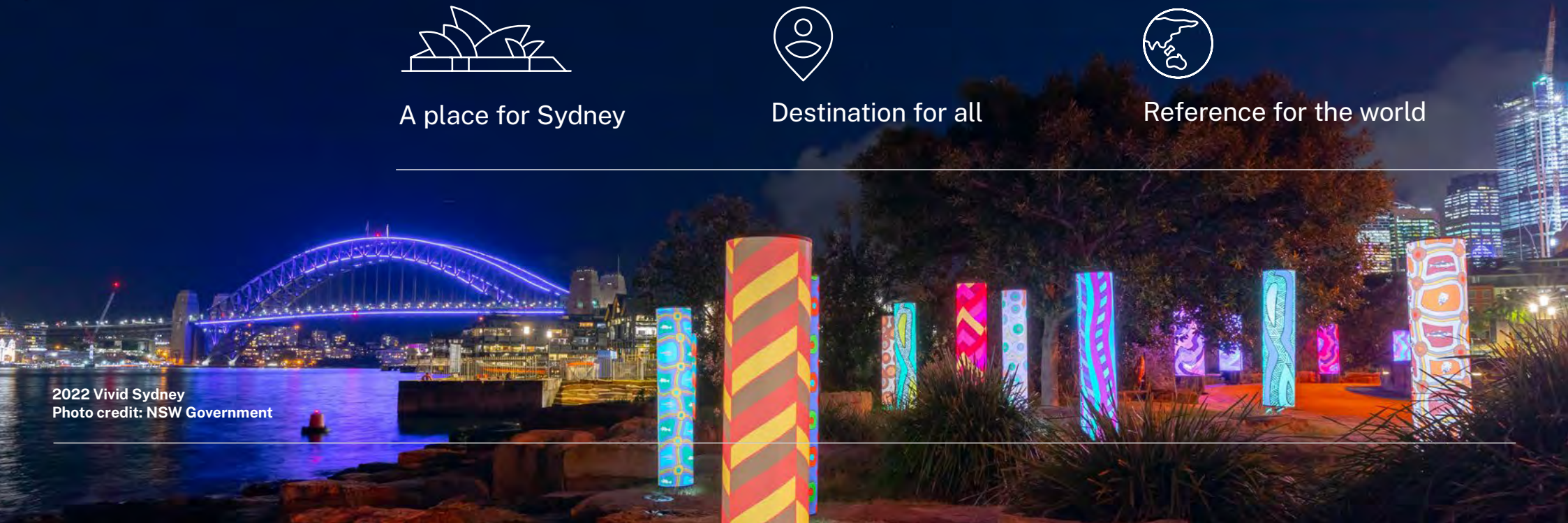
A place for Sydney



Destination for all



Reference for the world



3. STAKEHOLDER CONSULTATION

Findings from stakeholder consultation are captured within this Design Brief. Consulted stakeholders include:

- **Government Architect NSW**
- **City of Sydney**
- **Placemaking NSW**
- **Minister for Cities, Infrastructure and Active Transport**
- **The Barangaroo Design Excellence Advisory Panel**
- **The Barangaroo Arts and Culture Panel**
- **Metropolitan Local Aboriginal Land Council**
- **Australian Institute of Landscape Architects**
- **Lendlease**
- **Aqualand**
- **Crown Hotel and Resort**
- **Department of Planning and Environment**
- **Destination NSW**
- **Sydney Metro**
- **Greater Cities Commission**
- **Greater Cities Commission Youth Panel.**

Infrastructure NSW also consulted with the general public and engaged a consultant to ensure that the public engagement was innovative and meaningful. This consultation provided valuable feedback for the new park.

The top five desired features are: trees, public toilets, pathways, water features and park benches.

The preferred activities by the general public include recreation, sport (individual and group) and small scale events.

The top five activities are: a market, picnic, outdoor movie, food truck, sitting and reading.



2022 Wulugul Walk Central Hoarding Remembering Artwork

4. BUDGET

The construction budget for the Harbour Park project, excluding contingency and professional fees is \$50 million ex. GST.

This budget includes all material and construction costs associated with the project and builders work in connection. It also includes a provision for preparatory works of approximately \$6 million.

This is considered a minimum amount to be allocated for preparatory works.

Public Art is an important part of the Competition, and it is therefore funded from a separate art budget. The Competitor is asked to target an amount of \$8 million, to include the design, construction, and delivery

of art on the site. This amount includes all fees associated with the public art. Importantly, the art budget must only be expended on art. Any amount that is unallocated of the \$8 million art budget cannot be reallocated to, or spent in any way in connection with, the rest of the project budget.



Aerial view of Barangaroo

PART ONE: THE PROJECT



Aerial view of Barangaroo

5. OBJECTIVES AND DESIGN GOALS

5.1 Central Barangaroo Objectives

The NSW Government has developed specific objectives for the development of all of Central Barangaroo.

These include:

- Deliver an innovative, creative and dynamic waterfront destination that is permeable and connected within the precinct and the city
- Implement a public domain that is distinct, unique and innovative and allows for a range of passive and active spaces and uses that together create a new iconic attraction, consistent with the Barangaroo Place Activation Framework 2015
- Create an exemplar public open space on the harbour foreshore that provides a unique opportunity to connect to Country
- Ensure the delivery of design excellence in the planning and built form, creating a diverse community of architectural expression within an overall coherent urban structure
- Integrate diversity of uses and activities including commercial, residential, retail, community, education, civic, cultural and entertainment activities which contribute to a vibrant and active identity

- Deliver a balance of public benefit and amenity and financial return across the precinct
- Deliver a culturally distinctive, locally relevant and internationally appealing canvas for appropriate facilities, experiences and public art
- Ensure high levels of public attraction, operational serviceability, amenity and security across the precinct and during staging
- Deliver sustainable design and development contributing towards Barangaroo as a climate positive precinct in line with current world's best practice and expectations.

These Central Barangaroo objectives are intended to deliver the following Barangaroo Strategic Plan Outcomes:

- Building Barangaroo as a destination for all
- Provide a safe and positively accessible precinct
- Facilitate and deliver outstanding precinct services
- Manage a public place through sustainable operations
- Deliver public facing awareness of Barangaroo priorities
- Stimulate Barangaroo visitor economy
- Drive outstanding asset management
- Establish benchmark standards for visitor amenities and facilities

- Establish Barangaroo as a key piece of cultural programming
- Deliver quality cultural education experiences
- Deliver immersive and genuine cultural tour experiences
- Deliver accessible, engaging produced events
- Support and deliver accessible cultural and creative experiences through major civic and produced events
- Deliver excellent commercial and non-commercial events and filming to promote Barangaroo as a place, destination and global reference
- Deliver diversified community events / picnics / gatherings / weddings and filming.

Barangaroo's Design Excellence Advisory Panel plays a key role in ensuring the continued commitment to design excellence across the precinct. This includes delivering on the Central Barangaroo and Harbour Park objectives.



5.2 Harbour Park Objectives

In support of the Central Barangaroo objectives, the following six objectives have been developed for the planning, design and delivery of Harbour Park:

- 1 Achieve world class Design Excellence.
- 2 Acknowledge and respect the Aboriginal culture and connections.
- 3 Deliver an enduring framework for the use of Harbour Park.
- 4 Provide public space that is flexible and fosters equitable access to activities.
- 5 Create a place that welcomes all.
- 6 Integrate Harbour Park into the constellation of public open spaces that define Sydney and its harbour.



Top: 2021 NYE at Barangaroo Reserve

Left: Damulay Ngurang Mother's Day 2022
Photo credit: NSW Government

5.3 Harbour Park Design Goals

The following eight design goals convey Infrastructure NSW's aspirations for Harbour Park:

| | | |
|---|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | ENDURING | Create a timeless design that reinforces Harbour Park as a great open space of Sydney Harbour and its waterfront parklands at Barangaroo. |
| 2 | COUNTRY | Demonstrate and apply the Connecting with Country framework, as embedded within the park's design and delivery. |
| 3 | FLEXIBLE | Provide flexible and adaptable spaces that allow both an active program of uses and passive opportunities for respite and relaxation. |
| 4 | EXPERIENCE | Provide a welcoming, safe, comfortable and inclusive experience that is anchored with a range of programs and uses throughout the year. |
| 5 | IDENTITY | Respond to the emerging character of Barangaroo and adjacent neighbourhoods, and continue the quality of the existing public domain across the precinct. |
| 6 | MOVEMENT | Extend a web of connectivity through the park to the city and continuous foreshore walk, mark civic gateways, mediate changes in topography and build on the existing structure of Barangaroo. |
| 7 | URBAN INTERFACE | Reinforce the identity of the park as a public place with legible transitions and appropriate interfaces with adjacent developments. |
| 8 | SUSTAINABILITY | Advance environmental principles and innovation around biodiversity, carbon neutrality and resilience. Create a positive microclimate responding to wind, solar and other climate impacts. |

6. CONNECTING WITH COUNTRY

Harbour Park is on the traditional lands of the Gadigal people of the Eora Nation, who have been the custodians of the land and waterways for millennia. Barangaroo is named after a powerful Cammeraygal woman who lived in the area at the time of early colonial settlement. She was a key figure in local Aboriginal culture and community, and remains so today.

Sydney Harbour was the setting of the first contact between First Peoples and European colonisers. Since colonisation, the landscape has undergone profound change. Despite these impacts, Aboriginal culture has survived and the ongoing connection to Country is embodied in the unbroken and powerful connection between the Aboriginal people of Sydney and the harbour.

The development of the wider precinct, which reinstated the 1836 shoreline, has replanted endemic species, reinvigorated the marine life and interpreted the memory of the site through permanent and temporary artworks across Barangaroo. This has created unique cultural activations through genuine engagement with the Aboriginal community. In this manner Barangaroo is continually striving to demonstrate Connecting with Country in practice.

As identified in the project's objectives and design goals, the design for Harbour Park should be developed in alignment with Connecting with Country frameworks and other guiding documents to ensure an inclusive, respectful and meaningful outcome is achieved.

Harbour Park will:

- embed the principles of the draft *Connecting With Country Framework* (2020) into all aspects of the design particularly the landscape and public domain design
- tell stories of continuing connection to place and history through interpretation that can be seen, felt, and easily understood
- celebrate the continuity and innovation of Aboriginal and Torres Strait Islander cultural practices and knowledge

- include wayfinding that provides access to a range of languages including cultural words
- ensure consultation has occurred with relevant groups at all stages
- nurture cultural practices
- form part of the Visitor Services Team's cultural tours program.

7. PUBLIC ART AND HERITAGE INTERPRETATION

Public art and heritage interpretation forms a core component of Barangaroo and will be integrated into the design of Harbour Park. The delivery of culturally significant permanent public artworks and interpretation will create a memorable public space, give voice to Country and the community, and address the rich cultural, historical and ecological context of Barangaroo. Public art will help to provide a platform for multiple voices that result in a living, rich, dynamic, multi-faceted and evolving place.

The Design Brief anticipates that there is the possibility for Competitors to propose one or more artworks across the site. The artwork(s) should align with one or more of the following approaches to public artwork (see clause 7.5):

- A Landmark Artwork; and/or
- Integrated artwork/s

Competitors should consider a response to this opportunity that is backed by a strong conceptual grounding, and that will contribute to ongoing dialogues which shape the character of Barangaroo.

The budget for public art is \$8 million and includes all professional fees, fabrication and installation associated with the public artwork. See Budget clause 4.

7.1 Public Art Aims and Objectives

Public art should be guided by the objectives outlined in the *Barangaroo Public Art and Cultural Plan* (2015) and the *Barangaroo Heritage Interpretation Plan* (2022) to help make Barangaroo a major cultural destination with a diverse and rich character. It should contribute to a meaningful sense of place for a wide range of audiences, while recognising the site's various characters: commercial, recreational and residential. Through a mix of permanent and temporary works public art will activate the site throughout the day and night, and engage a wide range of audiences.

Public art should address two core aims of the *Barangaroo Public Art and Cultural Plan* (2015):

- 1 To enliven the entire Barangaroo precinct with works of public art that will contribute to the character and design of memorable public spaces.**
- 2 To provide engaging and significant interpretation of the site's history that reflects and celebrates the many stories of Barangaroo, including the Aboriginal, and waterfront histories.**

7.2 Public Art Principles

The following principles, as outlined in the *Barangaroo Public Art and Cultural Plan* (2015) should guide the Competitor's public art response:

| | |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EXCELLENCE | Creative and innovative art that is of exceptional quality and that expresses sustainable ideas that consider deliverability, materiality, maintenance and safety. |
| DIVERSITY OF PROJECTS | Art that is of a range of media and scale and that is for a diverse audience and method of engagement/ experience. |
| SUSTAINABILITY AND HERITAGE | Artworks should be in line with Barangaroo's sustainability objectives. They may reference environmental, social and economic sustainability or heritage. They should consider longevity. |
| CONNECTIVITY | Artworks should evoke a sense of place, be site specific and foster audience connection. |
| CREATIVE COLLABORATIONS | Artworks should champion multiple voices and creative collaboration and partnerships. |
| DISCOVERY | Artworks should invite participation and learning. |

7.3 Public Art Governance

The delivery of art and culture projects within Barangaroo is governed by Infrastructure NSW's *Barangaroo Public Art and Culture Plan* (2015), the *Barangaroo Heritage Interpretation Plan* (2022) and Place Activation Framework (see Document 5.1).

Infrastructure NSW oversees the delivery of public art within the Barangaroo precinct. In doing so it has established the Barangaroo Arts and Culture Panel, which provides expert advice on the development of concepts and ideas for public art, interpretation, and activation, as well as expenditure of the public art budget within the precinct.

Infrastructure NSW has also engaged a Barangaroo Curator and a First Nations Advisor who assists Infrastructure NSW with detailed review and advice as it relates to art and cultural projects and Connecting with Country across the precinct.

The First Nations Advisor also Chairs the First Nations Working Group consisting of Traditional Owners and members of the Metropolitan Local Aboriginal Land Council.

The Art Advisory Working Group and the First Nations Working Group will be key stakeholders throughout the Harbour Park Design Competition process (see Document 2.1 clause 15.6).

7.4 Heritage Interpretation Themes of the Barangaroo precinct

In order to integrate public art and heritage interpretation throughout the precinct, Infrastructure NSW suggests that Competitors should consider how their proposed artwork(s) could not only achieve the core aims of the Public Art and Cultural Plan but in doing so, align with the Heritage Interpretation theme(s) of the Barangaroo precinct.

Artists should consider opportunities to bring cultural and historic knowledge to life in contemporary ways. The artist should seek to connect future users to the site's rich history and provide them with a sense of the communities of its past.



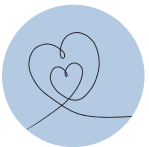
Badu (water) is the lifeforce of Barangaroo.



Barangaroo is the home of timeless spirit and culture.



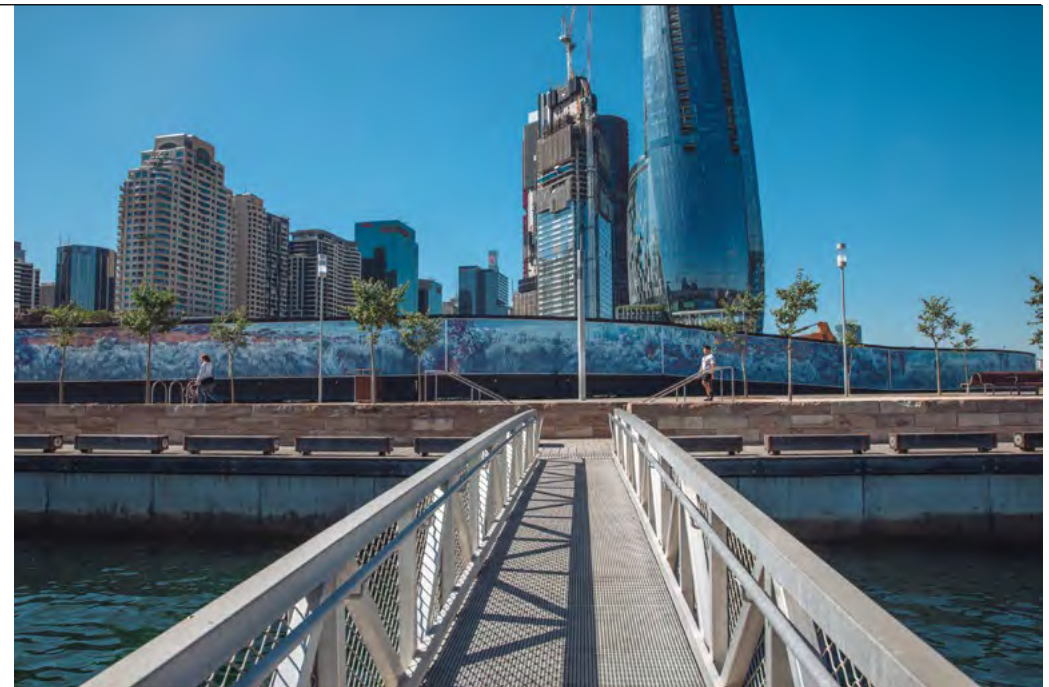
A tradition of sustainable practice and innovation has endured through the many evolutions of the site.



Barangaroo has been shaped by the resilience and fortitude of individuals and communities.



Testimonies, triumphs and challenges of Barangaroo.



Remembering, Danie Mellor, 2021

7.5 Landmark and Integrated Artwork(s)

The Harbour Park public domain design provides an opportunity to take a multi-layered approach to delivering public art and interpretation. This approach will ensure that dynamic experiences of different engagement levels are offered to a variety of audiences.

Competitors are asked to propose one major artwork, or a number of artworks across the site. The artwork(s) should align with one or more of the below approaches to public artwork as described.

Landmark Artwork

To reflect Barangaroo's vision as a destination for all, a reference for the world and its position in an iconic waterfront destination, a Landmark artwork would be of scale and artistic significance. Landmark artwork refers to placemaking artworks that provide enduring and memorable experiences. They are likely to be visible from a distance and serve a wayfinding function, providing familiarity for people wanting to establish their location. They are magnetic and broadly appealing, drawing audiences into public spaces. Landmark artworks

are generally, although not exclusively, large signature projects.

Integrated Artwork

Within an urban context, the integration of public art and interpretation of the surrounding environment is key. When applied successfully, integrated art can erode barriers between the artwork, audience and the environment, promoting greater interest in the site and the elements within it. Integrated art can engage with significant architectural, landscape and infrastructural capital works and might also weave throughout the fabric and function of Barangaroo.

If an Integrated artwork is located on the site, it is essential that the scale of this work is significant and not lost within the large open space of the Harbour Park.

1. Maria Fernanda Cardoso, *While I live I will grow*, Green Square, Sydney, 2016
2. MAP (Monash Art Projects), *Untitled proposal*, University Square, Melbourne, 2018
3. Reko Rennie, *Mirri*, Frankston, 2018
4. Turpin Crawford Studio, *Storm Waters*, Joynton Park, Sydney, 2002.
5. Judy Watson, *Fire and Water*, Reconciliation Place, Canberra, 2007



7.6 Additional information: Public Art and Heritage Interpretation

Additional information to clause 7.0 and 7.5

Competitors may explore the development of works that may be landmark and/or integrated artworks.

The Public Art concept and realisation should be of the place and demonstrate consistency with the Competitors' Connecting with Country approach as required by the Stage Two Brief.

Competitors should seek to expand the boundaries of art via the siting and integration of the works with the natural surroundings, as well as through the materials used. The materials used may be of the land, including the earth, rocks, vegetation and water, enabling the full integration of public art with the landscape.

The public art response could address the ambition for the artwork(s) to provide visual and experiential connections to the natural environment within Harbour Park and the harbour beyond.

The Competitors should note the below clarifications for the Integrated Artwork/s statement of intent as described in Stage One, Section 7.5 as follows (amendments in italics):

- Integrated art can engage with significant *natural*, architectural, landscape and infrastructural capital works and might also weave throughout the fabric and function of Barangaroo (*subject to clause 10.1*).
- If an Integrated artwork is located on the site, it is essential that the scale of this work is significant and not lost within the *architecture, landscaping nor* large open space of the Harbour Park.

Additional information to clause 7.1

Infrastructure NSW confirms that Competitors must prepare a concept design for a permanent artwork(s) in Stage Two. 'Temporary artworks' do not form part of the Harbour Park Design Competition and will be commissioned separately under Infrastructure NSW's Temporary Art Program (see Conditions clause 4.5.3).

Additional information to clause 7.3

Infrastructure NSW's Draft Art Implementation Plan (2023) is provided to Competitors for reference purposes. The Art Implementation Plan is a sitewide plan and Competitors should specifically refer to the sections that are relevant to Harbour Park.

The Reporting Structure contained in Section 2.3 of the Draft Art Implementation Plan reflects the revised governance framework and process for managing and delivering future public artworks at Barangaroo. This section supersedes the governance framework and commissioning process captured in the 2015 Barangaroo Public Art and Culture Plan.

Competitors should work towards achieving an integrated and conceptually consistent outcome that reflects an artist-led approach, with appropriate curatorial oversight by the Competitor's curator (if nominated) and INSW's Barangaroo Curator.

8. SUSTAINABILITY

8.1 Sustainability Objectives

Harbour Park will build on Barangaroo's overall commitment to be a world leading climate positive community and will contribute towards Barangaroo's climate positive ambition, which includes:

| | |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CARBON NEUTRALITY | Achieve carbon neutrality in the Park's operations through reducing and offsetting all energy used on the site. |
| WATER POSITIVE | Contribute to Barangaroo's objective to be water positive through precinct-wide strategies such as harvesting, recycling and exporting more water than the drinking water that is imported. |
| TOWARDS ZERO WASTE | Minimise waste in construction and operations through responsible waste management, diversion from landfill and zero waste emissions. |
| CIRCULAR MATERIALS | Maximise resource utility and incorporate a concept of circularity in use of building materials, to help reduce embodied emissions by 20%. |
| CLIMATE ADAPTATION | Build climate resilience, to enable the park to withstand impact from adverse events such as flooding, drought and heatwave, sea level rise and strong winds. |
| BIODIVERSITY | Contribute to the biodiversity at Barangaroo and beyond by planting an appropriate mix of species and prioritising local indigenous species. |

It is acknowledged that many of these objectives relate to and in part depend on wider precinct initiatives. As such Competitors are advised that their Submission should enable and support these objectives, while noting that full implementation will be a matter for post-competition design development.

PART TWO: HARBOUR PARK SITE AND CONTEXT



Early 19th Century map of Sydney, showing the original shoreline of the Harbour Park site.

9. HARBOUR PARK CONTEXT

9.1 Natural Context

Central Barangaroo is located almost entirely on reclaimed land. The original shoreline was predominantly steep, with sandstone outcrops and a small strip of sandy beach in some locations, and most of it would have been accessible only by water. The original topography has been substantially altered by industrial development and other modifications to the area.

The site currently comprises concrete and asphalt hardstand areas associated with the container terminal which previously operated on site.

Existing ground levels within the site are estimated to be between 2.2m to 2.8m Australian Height Datum (AHD). To the west of the site, the Wulugul Walk foreshore area has been constructed with ground levels around 3.2m to 3.4m AHD.

9.2 First Nations Context

The Gadigal of the Eora Nation have a strong connection to place that permeates the historical context of the site, with the Barangaroo precinct named after an Aboriginal elder, Barangaroo. She is remembered as an influential woman of great integrity and resilience and a powerful female leader. Aboriginal people occupied the foreshores of Sydney Harbour prior to colonisation, and following colonisation, continued to live and work around the Harbour, including along the wharves of Millers Point, where the Waterside Workers Federation and the Seamen's Union of Australia worked in solidarity with the Aboriginal civil rights movement of the 20th century. The original Aboriginal inhabitants of the areas surrounding present-day Barangaroo would have been among the first Indigenous people to experience the effects of physical and social dislocation resulting from the arrival and settlement of the First Fleet at Sydney Cove. The Aboriginal people of Sydney have an unbroken and powerful connection with the Harbour.

9.3 Maritime Context

The historical development of the broader Barangaroo site is largely related to maritime industries, including wharves, shipbuilding, and associated commercial and industrial enterprises.

By 1870, most of the foreshore between Dawes Point and Darling Harbour had been modified by quarrying, reclamation or the construction of seawalls, and the area was almost entirely occupied by wharves, stores and commercial properties. After this time, many maritime facilities became dilapidated due to changes in shipping technology.

By the 20th century, the NSW government shifted its focus to control and manage the improvement and preservation of the Port of Sydney through the establishment of Sydney Harbour Trust.

There was need to expand commerce and business in Sydney's CBD by 1968, which gave rise to plans to demolish buildings and a new concrete deck was constructed, moving the western shoreline around 200m westwards.

9.4 Contemporary Context

Following this urban regeneration process, Contemporary Barangaroo now encompasses three unique and interconnected precincts: Barangaroo South, Central Barangaroo and Barangaroo Reserve.

In 2015, Barangaroo Reserve was opened and the NSW Government announced that Barangaroo would include a new metro station. Permanent and temporary works associated with the construction of Barangaroo Station are currently in progress, involving extensive excavation and associated major infrastructure works.

Following an international search in 2012, Skidmore, Owings & Merrill was selected to undertake the master planning for Central Barangaroo, encompassing the western waterfront of Sydney's iconic harbour.

Through consultation with community, priority was placed on a human-scaled, precinct and the vitality of its public realm. Designed as a link between the natural beauty of Barangaroo Reserve with the commercial district of Barangaroo South, a comprehensive framework and planning principles were established to guide future development and its connectivity with the surrounding fabric of the City.

10. COMPETITION SITE

Harbour Park is legally defined as Lot 52 in DP 1213772. It is bound by the future Barangaroo Avenue and the Central Barangaroo development zone to the East, Nawi Cove and the Barangaroo Reserve to the North, Hickson Park and Crown Resort to the South, and Wulugul Walk and Darling Harbour to the West.

Harbour Park and the greater complex of open space from Barangaroo headland to Darling Harbour retain very little trace of either the pre-industrial landscape or industrial landscape that once occupied the site.

While remnant built and natural fabric is largely absent from the designed landscape, a cluster of parks now surround Harbour Park, with a shared topography and identity, vegetation and species types that are sensitive to the local climate, soil and ecological conditions. Competitors should consider adjacency to other public parks on Sydney Harbour, demonstrating a sensitivity to their character.

10.1 Boundary Features

Harbour Park is bound by a series of walkways, roads and urban features. Some of these features are immediately adjacent to the park and afford the opportunity for a soft boundary between the park and its built context.

Competitors are advised that design responses in Stage Two may make recommendations regarding the connection between Harbour Park and these areas of influence, to ensure an integrated and optimised whole.

Stage Two design responses must not depend on changes to, or design proposals for, areas that lie beyond the Site boundary including:

1. Wulugul Walk
2. Nawi Cove
3. Hickson Park

Figure 2: Map showing the Central Barangaroo development zone and the Harbour Park. Central Development Zone boundaries shown are subject to assessment of Modification 9.

The site is 1.85 hectares with a site boundary as illustrated.





Boundary Feature 1: Wulugul Walk

The recently completed Wulugul Walk, is a continuous link between Barangaroo Reserve, Walsh Bay and Darling Harbour. The walk forms the backbone of the overall open space network. The promenade consists of a lower-level boardwalk, and an upper level with a triple canopy of trees.

It is an important part of Yananurala which is a nine kilometre walk that highlights Aboriginal history and culture at places along the Sydney harbour foreshore. The walk transitions from the naturalistic Reserve, through Central, to an urban Barangaroo South. Visual and physical connections reinforce the promenade as the spine of Barangaroo, as it relates to the broader city and harbour interface. The walk is a generous space for pedestrians and cyclists.

Statement from PWP Landscape Architecture

The existing Central Barangaroo waterfront promenade was originally conceived as a second phase extension of Barangaroo Reserve. Its continuous treatment creates a consistent and memorable experience of the waterfront edge, as it moves through the three parts of the Barangaroo precinct; a naturalistic waterfront promenade at Barangaroo Reserve, a civic waterfront promenade at Central Barangaroo and an urban waterfront promenade interface at Barangaroo South.

At Central Barangaroo, the waterfront promenade is a deepwater port edge, economically built on top of the existing caissons. The lower boardwalk sits one metre below the promenade providing an alternate pedestrian route closer to the water and allows for ship mooring and other water access. The boardwalk and all required edge protection barriers, water access ladders, rescue equipment, and ship moorings are hidden from view at the promenade level. The main promenade sits one metre above the lower boardwalk and allows for uninterrupted views of the water from a continuous tree alley that shades strong western sunlight. This tree canopy should not be interrupted in any significant way.

Figure 3: Wulugul Walk

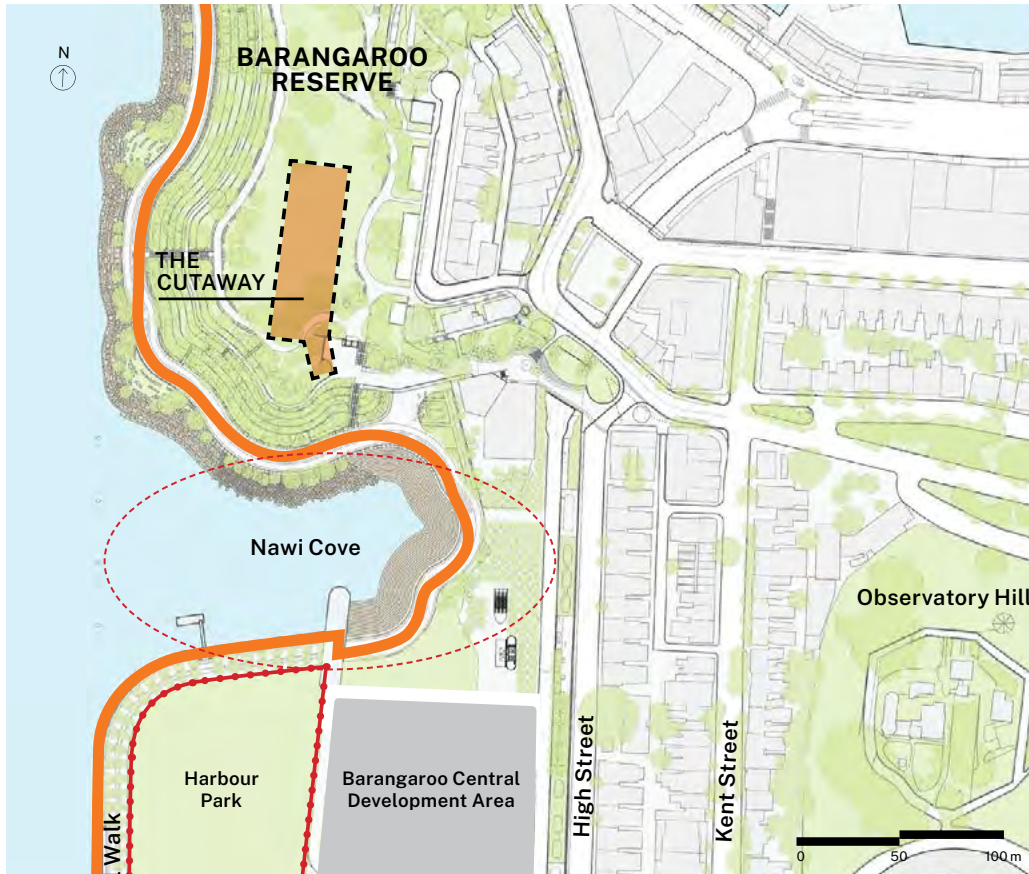


Figure 4: Nawi Cove

Boundary Feature 2: Nawi Cove

Nawi Cove is an existing foreshore amphitheatre with an open lawn area and clustered trees. The Cutaway to the north of Nawi Cove will become a cultural hub, a natural space for smaller scale events and a key arrival and meeting point for Barangaroo. As well as having a diverse cultural program of its own, Nawi Cove will be the northern arrival point to the cultural programs of Barangaroo Reserve, and events at Harbour Park. Infrastructure NSW is investigating other recreational and activation opportunities in and around Nawi Cove. It is likely that this and other activation plans will increase visitor numbers at the northern part of Harbour Park.

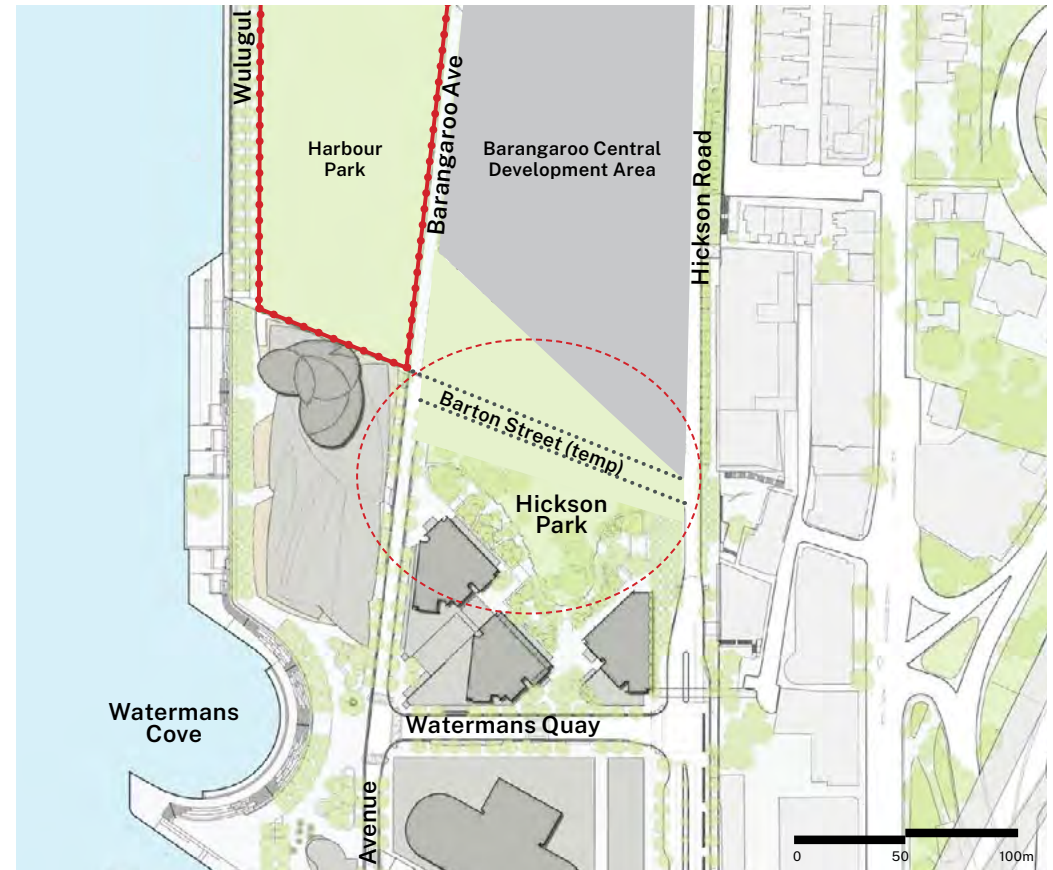


Figure 5: Hickson Park

Boundary Feature 3: Hickson Park

Hickson Park will be a lively and sheltered city park framed and activated by adjacent buildings to the south and the north. Hickson Park will be a key green space connecting the city and Barangaroo to Harbour Park, with strong visual connections to the harbour foreshore and the city.

Figure 6: Indicative point of entry to Barangaroo Station.



10.2 Key Adjacencies

Barangaroo Reserve

Barangaroo Reserve, a 6.5ha waterfront headland on Sydney Harbour, is a park offering an entirely Australian native garden, spectacular views, extensive walking and cycling trails, idyllic harbour coves, unique event spaces and peaceful picnic spots. Construction of Barangaroo Reserve commenced in May 2012 and was completed in August 2015.

The naturalistic design of Barangaroo Reserve emulates the coastal ecologies of Sydney Harbour. The Barangaroo Reserve approximates an historic shoreline and was intended to re-establish the 'lost headland identity' at this location. Its varied topography is expressed in rolling lawns and stepped or terraced edges. The parklands are largely restful and peaceful in character but may become active places on holidays and weekends when picnics and gatherings set up on the lawns overlooking the water.

Barangaroo Reserve incorporates an underground car park and the Cutaway, a subterranean space that accommodates a range of civic or cultural uses. Barangaroo Reserve features more than 10,000 sandstone blocks along the foreshore, which were extracted from beneath the Cutaway and the underground car park.

Barangaroo Reserve is a particularly important adjacency for Harbour Park, which was conceptualised as its southern continuum with its line broken by Nawi Cove.

Harbour Park should be considered in the context of other significant public open space across Barangaroo, replete with appropriate topology and native vegetation, in common with those of Barangaroo Reserve.

It is a central requirement that Harbour Park and Barangaroo Reserve are seen to relate to one another.

Barangaroo Station

In June 2015, as part of the Sydney Metro City and Southwest project, the NSW Government confirmed a strategic alignment option to build a new metro station at Barangaroo.

The location of Barangaroo Station is beneath the northern end of Hickson Road in Millers Point, with pedestrian access via Central Barangaroo and Nawi Cove. Construction on the new underground Metro station at Barangaroo is now under way, as part of the Sydney Southwest Metro line. When complete in 2024, more than 25,000 people are expected to live and work in Barangaroo and with thousands of people expected to visit each day, careful transport planning is being undertaken.

As one of four key underground CBD stations on the Sydney Metro City and Southwest line, Barangaroo Station will significantly improve access for visitors, residents, workers and shoppers alike and transform how people arrive in the Sydney CBD and on the harbour foreshore. Central Barangaroo will connect seamlessly to the new metro station and create the new place to arrive in and experience the city.

10.3 Uses and Activation

Competitors should carefully consider the balance of passive uses, active uses and event uses across the park, ensuring that events and activation do not diminish the predominately passive recreational opportunities within the park.

Harbour Park will include a range of spaces for curated events, informal gatherings and general recreational activities to occur throughout the year. It will host a variety of programs across the site that allow a range of user experiences from quiet contemplation to large civic events such as New Year's Eve, as well as a range of First Nations events, concerts, markets, ceremonies, ticketed and free events.

To support these activities the park should include integrated support infrastructure for events – power, lighting, water, sewerage, as well as storage for event infrastructure. It should also be resilient in its design and operation to support regular activation without detriment to its other recreation functions, such as damage to turf or other parkland elements.

Larger events should accommodate an audience of up to 6,000 people. This will create a large imprint that captures the consolidated public space. At the same time, the multitude of vantage points may allow for participation from beyond when events don't require being up close.

Medium-sized events may be staged for audiences of up to 3,000 people.

The physical imprint of such audience will occupy much of the park, however it will allow for aspects of the day-to-day park to remain unaffected.

An amenities building will be provided within Harbour Park and this will be part of the Stage Two Design Brief.

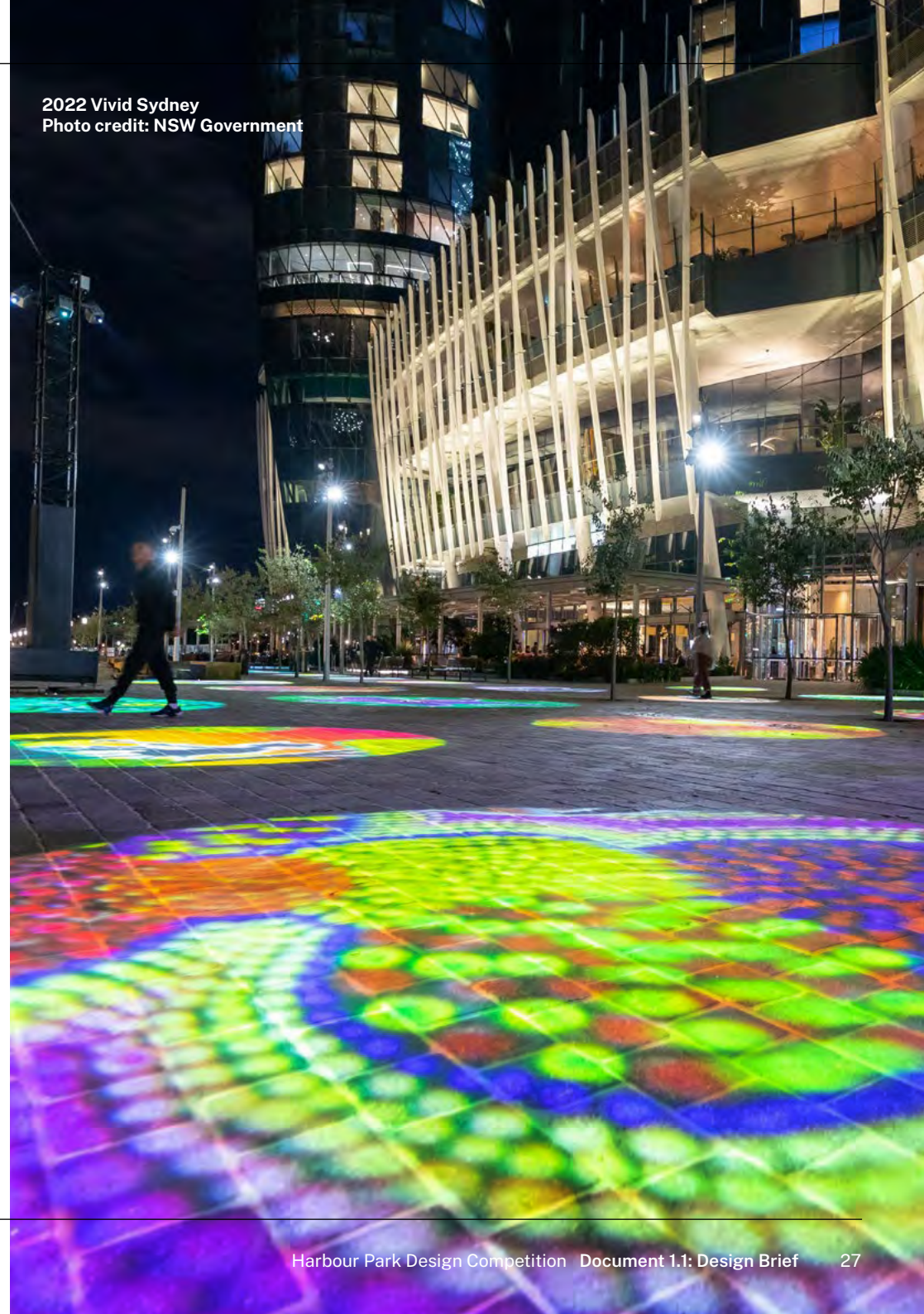
A 291m² retail pavilion is required to be located within the site. While the design strategy for this location is part of the Stage Two deliverables, the design of this pavilion will not form part of the the Stage Two Design Brief.

The allocation of different kinds of space, such as hard versus soft, and the placement of trees should help to buffer between different formal and informal settings.

Key deliverables for use and activation:

- space for curated events
- space for passive recreation
- amenities
- reservation for a 291m² pavilion (designed and constructed by third parties)
- supporting services and infrastructure.

2022 Vivid Sydney
Photo credit: NSW Government



10.4 Additional information: Central Barangaroo Development

Harbour Park is bound by the future Barangaroo Avenue and the Central Barangaroo Development Area to the east.

Barangaroo Avenue will be the main access road to Harbour Park and a highly active frontage to the park. The project boundary of Harbour Park and Barangaroo Avenue is the back of the western kerb.

Plans for the Central Barangaroo Development Area are still in development. For the purpose of the competition assume a uniform RL 35.0 across all blocks of the development, with east-west streets indicated in figure [7]:

- Street C: 12m wide
- Street B: 12m wide
- Laneway: 6m wide



Figure 7: Central Barangaroo Development Area with proposed streets

11. BARANGAROO CONSIDERATIONS

11.1 Urban Design Principles

The urban design principles outlined in this clause respond to and build upon the planning, design and development guidance for Central Barangaroo.

These urban design principles propose to:

- define a distinctive, well scaled built form response
- create major foreshore public spaces
- connect with the continuous Wulugul Walk
- establish a new city gateway and new front doors for Barangaroo
- create a network of connected streets and paths
- create Hickson Road as the civic address
- optimise metro station access with new uses and activities
- create a connected, diverse and active place
- respect city and harbour views.

11.2 Public Domain Objectives

A series of public domain objectives have been developed to guide public domain development across Barangaroo, including:

- Integrate a layering of unique character, identity, and programming.
- Foster public spaces that provide both civic scale and human scale experiences.
- Establish a public domain that accommodates a diverse range of programs and events in line with Barangaroo's Place Activation Framework.
- Establish a series of civic transitions that frame the Harbour Park.
- Create an active edge along all four site boundaries, to enliven and integrate with a variety of new experiences that each contribute to the broader public benefit of Barangaroo.
- Enable a clear public connection between the CBD and Harbour Park.

11.3 Communal Open Space

A key characteristic of this identity is the scale and nature of its public open space. Central Barangaroo provides a western foreshore “bookend” to the open spaces of the CBD with the Botanic Gardens and the Domain in the east. This dramatic public space can be a major event and celebratory space as well as a forum for Sydneysiders everyday use and enjoyment.

11.4 Holistic Public Domain

Across the three major precincts of Barangaroo, the nature of spaces and the uses they cater for will vary significantly. Within this pattern of diversity, it is desirable that common threads of character and identity are established that knit Barangaroo together as a whole and forge a collective identity for the public.

Threads can be, and have been established through materials and their use, plant material, and furniture along with how the places are managed into the future including the nature of events and their scope.

11.5 Streets Strategy

Streets within Central Barangaroo will be designed as low speed environments suitable for high levels of pedestrian movements, which will create a special character unique to this precinct. Harbour Park should help maintain clarity for pedestrian, bicycle, and vehicle movement within Central Barangaroo and to the surrounding areas, as well as waterfront pedestrian access.

The street strategy is under development and will be subject to a separate planning process.

Access to the Central Barangaroo basement car park and servicing area is proposed to be directly off Hickson Road. All turning movements will be permitted at this driveway. Internal Central Barangaroo streets are not expected to carry through traffic and will carry relatively low traffic volumes accessing the adjacent developments.

A number of pedestrian connections are proposed to service the Central Barangaroo precinct. This includes a widened pedestrian footpath on the western side of Hickson Road, as well as a permeable internal pedestrian network within Central Barangaroo which provides connections to Barangaroo South.

Formal pedestrian crossings are provided at the Hickson Road / Napoleon Street intersection, as well as the future signalised Hickson Road / Watermans Quay intersection.

Hickson Road

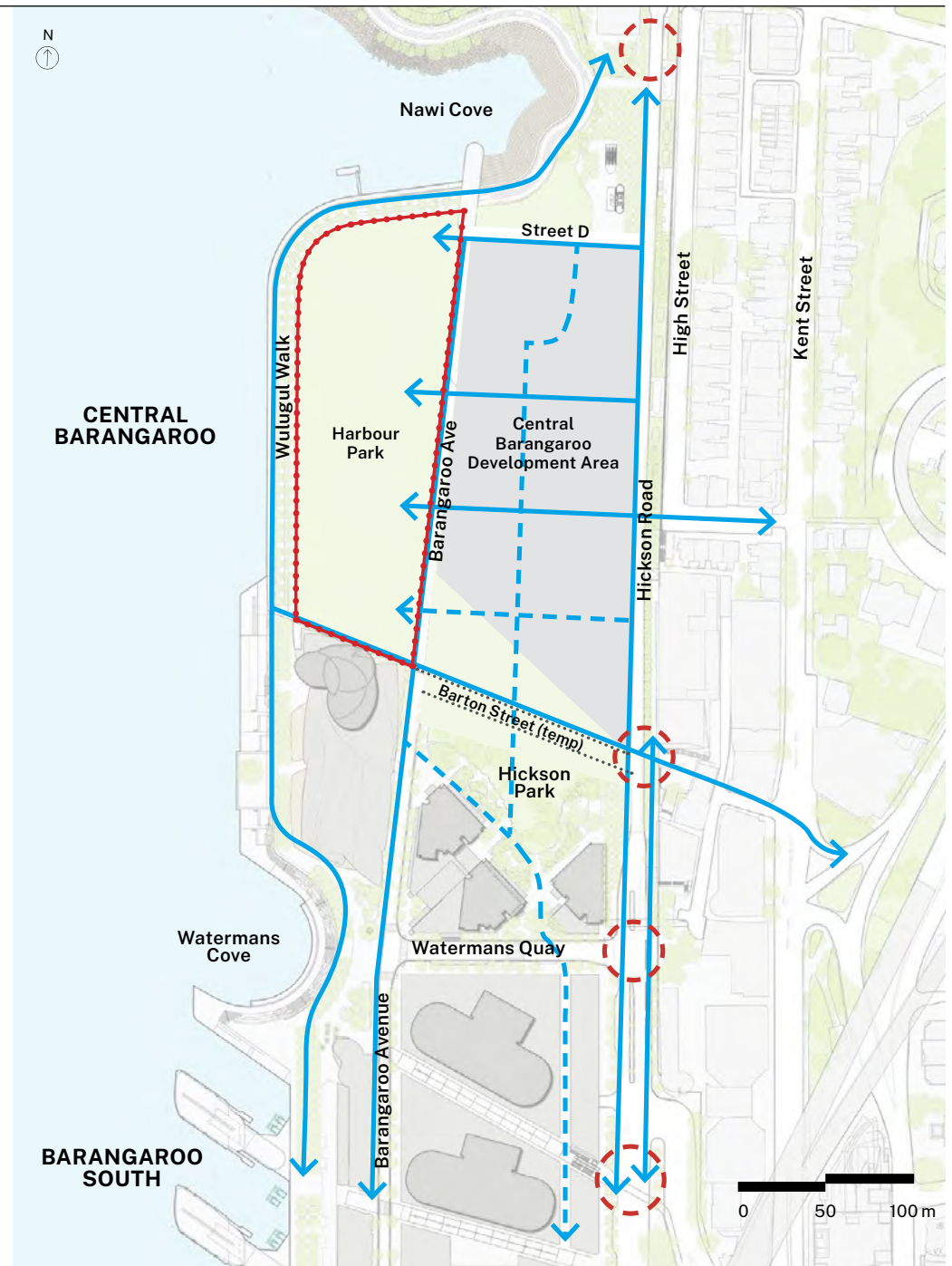
To the immediate east of the site is Hickson Road, the northerly continuation of Sussex Street. Hickson Road provides a clear interface between the development of the Barangaroo precinct and the heritage character of Millers Point above. A civic street and address for Central Barangaroo, where pedestrians have a clear path to Sydney Metro, and where street design is based on the human experience.

Barangaroo Avenue

As Barangaroo Avenue transitions into Central Barangaroo, it remains on axis with its tree-lined character, but it becomes an important threshold into the Harbour Park.

Figure 8 (updated):
Pedestrian routes
serving Central Barangaroo

- - - Pedestrian crossing (potential signalisation)
- Key pedestrian route
- - - Secondary pedestrian route



11.6 Connectivity and Circulation

A key component for the urban waterfront renewal is establishing a vibrant, walkable pedestrian district. Central Barangaroo will prioritise the pedestrian in the design of its streets and open spaces. Strong east-west connections from the city to the waterfront form the basis for the pedestrian network while Wulugul Walk ensures access to the entire length of the waterfront. Pathways should recognise activity desire lines.

The street and laneway network establishes an east-west permeability from the city context into the site. The network emphasises the walkability and pedestrian connections out to the Harbour. The streets and laneways establish a framework for Central Barangaroo that is porous and welcoming.

Pedestrians and bicyclists will be given priority in order to reduce traffic impacts and promote walking and cycling.

The public domain will reflect a hierarchy that promotes a higher level of pedestrian and bicycle amenity with key linkages at the street level. Upper-level connections provide additional links through the development and opportunities for increased activation.

Accessibility

Harbour Park should provide easy access for maintenance, emergency services and to bump in and out events. The park should have clear wayfinding for all and be well-lit for appropriate night-time uses.

Pedestrians

Prioritising pedestrian movement and circulation is a critical development outcome. Streets, public spaces and promenades need to be comfortable, safe and attractive to promote a lively, well-used and loved precinct. The basis of the pedestrian network is formed by the ladder of streets framing the development blocks. These provide pedestrians with direct access to buildings, as well as to the harbour beyond and back into the city grid.

Cycling

Active transport modes, such as cycling, will be encouraged throughout Central Barangaroo. This will be achieved by slowing vehicle speeds and creating safe environments in which cyclists can share space, either with vehicles or pedestrians.

Recreational cycling will be accommodated throughout the foreshore area and in Harbour Park. Faster moving, more direct, commuter cycling will be encouraged to use on-street cycle routes, such as Hickson Road.

Water-based Transport

The Barangaroo Ferry Hub opened to the public in June 2017. The new ferry hub connects Central Barangaroo to Circular Quay and other stops along the Paramatta River route. It also reduces capacity constraints on the Circular Quay terminal and brings additional ferry services and routes directly to Barangaroo. It will provide a viable and convenient mode of travel to Central Barangaroo, with pedestrian access to the ferry wharf via the foreshore walk.

12. PROPOSED ACTIVITIES

12.1 Users

The delivery of Barangaroo's Precinct has always been about returning the western harbour to the public. Once complete, more than 50% of Barangaroo will be public open space including parklands, outdoor community spaces and waterfront walks. All public open spaces are designed and built to the highest quality, for people to meet, gather and relax on Sydney's iconic harbour, enjoying a range of programmed events, informal leisure or meeting friends at restaurants and bars.

In September 2022, Infrastructure NSW engaged the community through an interactive digital portal located onsite and online, to determine what activities and features visitors most wanted in the area. This process also indicated who was visiting and using the area. Of the visitors who responded, approximately:

- 50% were domestic
- 30% were residents
- 15% were workers
- 5% were international.

Based on the preferred features and activities that visitors selected for a future Harbour Park, they were assigned different badges at the end of the survey which grouped together similar features and activities. These badges revealed broad trends in the

character of the park activities most valued. Overall results indicated the following order or priority for Badges:

- 27% family friendly
- 20% nature lovers
- 15% fitness fanatics
- 11% art admirers
- 8% foodies
- 8% chill-out champions
- 7% social butterflies
- 4% dog lovers.

Features and activities selected by respondents as desirable for Harbour Park are illustrated in figures [9] and [10] respectively.

While this engagement process indicates current users, the users of the area are likely to change over time. Importantly, Harbour Park should be open, welcoming, safe and comfortable for all users and a truly inclusive shared space for residents, workers and visitors from near and far.

Barangaroo will be in the heart of an internodal transport hub, with multiple rail, road, walking and water-based transport options within easy reach. This inevitably provides multiple options for getting to and from Harbour Park, which will lead to a rich diversity of users.

As noted in clause 10.3, Sydney Harbour foreshore parks are often the

locations for a connected experience of programmed recreational and cultural events over the course of the year, such as Vivid, Sydney Festival and New Year's Eve. They bring a whole new set of visitors and audiences that will transform the precinct while these events are on.

Harbour Park will play an important role in Sydney's network of open spaces, providing everyday opportunities to relax and enjoy this unique location, providing respite, shade and calm enjoyment. It should also be designed as a destination park catering to citywide events as well as locals. Competitors should carefully consider the balance between event mode and passive recreational mode.

Figure 9: Top-10 park features selected by visitors



Figure 10: Top-10 activities selected by visitors



12.2 Passive Use

Passive recreation refers to recreational activities that are user led and do not require prepared facilities like sports fields or events. It may include activities, such as sitting, walking, running, yoga, picnicking or engaging in art. Integrated artworks, recreational objects and engagement with nature provide a layer of public engagement within a park and improves the passive use opportunities for the public.

Competitors should carefully consider the balance of passive, active and event uses across Harbour Park. It is critical that activation and events not diminish the predominately passive recreational opportunities within Harbour Park.

Places for rest and passive recreation, should be designed in relation to movement paths, activity zones and key uses. It is equally important these uses align with good microclimate design. Seating and other furniture elements should consider wind and solar access (shade in summer, sun in winter). Refer to clause 13.4 Environmental Considerations. Most seating should be inclusive and consider the diverse needs of users including older people and children, such as comfortable seating with arm rests and back rests.

12.3 Programmed events

Activities at Barangaroo have been ongoing since the Barangaroo Reserve opened in 2015 and are typically developed in alignment with the Barangaroo Place Activation Framework Objectives (2015). This is to ensure that the precinct provides a variety of offerings to the public and caters for events spanning small to large scale.

In the Barangaroo Place Activation Framework, place qualities have been outlined for each area. Harbour Park is to offer the following place qualities:

- Celebrating / gathering
- Small-scale social
- People watching
- Respite from City
- Urban play.

While still prioritising passive use (see clause 12.2), the design for Harbour Park should enable a range of events at varying scales. Examples include Vivid Sydney and curated First Nations performance nights (such as The Vigil, NAIDOC UPLate concert and small gatherings like Damulay Ngurang – Mother’s Day).

Harbour Park will also host various markets like the Artisan Market and Christmas market; temporary Art Exhibitions, such as the Biennale of Sydney; educational activities; cultural ceremonies; New Year’s Eve; Australia Day; Jazz and Food Festival; live sites for major sporting events; commercial and cultural events; and open air cinema.

Harbour Park could also host spectator areas for events that take place on the water west of Wulugul Walk, such as Sail Grand Prix.

Competitors will need to consider various uses and activities, and demonstrate how the design responds to various usage types and how it balances passive recreation and organised events. Competitors are required to provide a number of mixed-use scenarios, illustrated in figure 11 (for reference purposes only) and provided in the Stage Two Response Schedule (see document 3.2).

Harbour Park will include the capacity to host a major event that can accommodate a crowd capacity of 6,000 people and must be designed to withstand regular events without detriment to the park, such as damage to turf or other parkland elements. The area to host a major event is imagined as a flexible space and not a hardscape amphitheatre.

Harbour Park will also host multiple, parallel small-scale events. This requires a variety of places and that could be a series of continuous spaces throughout the park.

So as to have the capacity and flexibility to host various events, Harbour Park will need to have appropriate access to secure, in-ground power supply, potable water and sewerage connections (see clauses 13 and 14). Services and infrastructure that support events will be key to minimise bump-in and bump-out time that would impact the ability to use Harbour Park for passive recreation.

The design should address functional requirements for:

- sound and noise management
- sightlines
- shade
- seating
- equitable access
- shadowing / glare / wind
- audio-visual technical facilities and integration
- stage and associated wing capacity
- event storage, loading and equipment access
- public amenities proximity
- (potable) water, power, data and communications
- event security
- options and scope for scaling up to the largest activities with additional structures and amenities, as well as the condition of the site when not in use.

Both the arrangement of design elements and the supporting infrastructure should provide general coverage and flexibility to have smaller events in various places throughout the park and adaptability to future needs.



1. Day-to-day use of Harbour Park

A scenario with day-to-day use, which is predominantly passive recreation and active play.

2. Multiple smaller events across Harbour Park

A scenario with multiple smaller events, like a festival with performances and exhibitions across Harbour Park.

3. A major event with 6,000 standing people

A major event with 6,000 standing people, assuming two standing people for each square metre (0.5sqm/person), with temporary amenities and retail.

4. Operational diagram during large event

An operational diagram explaining the proposed logistics and traffic flows during large events.

Figure 11: Indicative relationship diagrams for reference purposes only

12.4 Active play

Active recreation for all age groups is an important part of the harbour foreshore; and there is currently limited provision for play close to Harbour Park.

Harbour Park is envisaged as a family friendly and inclusive place, with experiences that engage young and old, all genders, and all abilities – with a variety of experiences for everyone. The design will include (a) inclusive play experiences for a range of ages and abilities; (b) open space for group activities like yoga and (c) opportunities for spontaneous and informal play.

Harbour Park must balance a variety of uses, needs and functions, ranging from passive recreation to larger events and so, will not require large scale sports fields.

12.5 Engagement with water

Harbour Park is part of a connected series of public spaces along the Sydney harbourfront. ‘Water’ is an important part of why people come to Barangaroo – to enjoy its special location on the western harbour. Where many public spaces have waterfront views, very few provide water access or incorporate opportunities to engage directly with water.

Harbour Park may include opportunities for people to engage with water through interactive, cooling play for all ages linking the place to its waterfront setting and providing opportunities to cool down in increasingly warm temperatures. Any interactive water features are to consider the operational management, such as required water quality, and practicalities during day-to-day use and event mode.

12.6 Swimming

In January 2023, Marrinawi Cove opened at the northern end of Barangaroo Reserve, as a brand-new place for swimming on Sydney Harbour. The success of Marrinawi Cove has prompted Infrastructure NSW to investigate options for other places to swim such as Nawi Cove, adjacent to Harbour Park.

Although Nawi Cove lies outside of the Competition Site boundary, Competitors should consider that opportunities for swimming will lead to increased traffic and use of amenities within Harbour Park.

Competitors are expressly instructed not to provide design proposals for swimming options in Nawi Cove. Should investigations deem Nawi Cove to be a viable swimming opportunity, this will be addressed post competition.



Public amenities

12.7 Amenities

Harbour Park will require the provision of amenities to meet the day-to-day needs of visitors. Competitors are advised that amenities related to events will be managed through temporary provision of services, with the Competitor's site strategy reserving space to enable such temporary amenities to be delivered, serviced and collected efficiently. Permanent amenities should be integrated within the public domain and precinct character.

In consideration of the range of day-to-day visitors to Harbour Park (see clause 12.1) submissions should provide toilets that include male, female and gender neutral amenities (as a distinct and separate category). They should also include accessible toilets, showers, family rooms, baby change amenities in more than one space, adult change facilities (or Changing Places) and a First Aid room. These should be able to be cleaned and maintained easily and include sharps disposal. The design should include the storage as outlined in clause 14.4 Storage.

To accommodate these amenities and storage an estimated 275sqm GFA, including (external) covered space for circulation, should be allowed for in the Competition. This is for day-to-day use; during events temporary amenities will be added.

Figure 12: Public amenities across the precinct

The location of amenities must ensure an equitable distribution for walkability, meeting best practice public toilet provision and focused on activity nodes, ensuring optimal use. Adequate safety and privacy is a priority, to ensure the comfort of users, with accessibility and inclusion at the forefront of design.

Considering clause 13.2, amenities should be environmentally sustainable for the long-term, maximise natural light and ventilation, and include water saving and other ESD initiatives.

Wayfinding and signage should promote easy accessibility, and be included as part of the precinct signage that would direct visitors to the amenities from a distance.

In addition to the above amenities drinking water facilities should be strategically located across the park, to include bubblers, water bottle refills and pet bowls.

The detailed requirements for amenities and their design will be developed after the Competition in collaboration with Infrastructure NSW. The necessity of amenities for the swimming pool in Nawi Cove, which is currently being studied, will be explored post Competition if required.

12.8 Retail Pavilion (design excluded from competition scope)

The design for Harbour Park must reserve space for a 291sqm pavilion with an associated licensed outdoor seating area of 214sqm. The retail pavilion will be designed and delivered by a third party and is not part of the Competition, however, Competitors must consider and provide a location for the retail pavilion within Harbour Park.

The retail pavilion is subject to review and coordination by the Consultant with the Central Barangaroo Developer and Infrastructure NSW.

12.9 Food & beverage

Due to the scale of Harbour Park and the expected visitor numbers both day-to-day and during events, Competitors are to include an additional food and beverage offering.

This could be in the form of a stand-alone pavilion or integrated into other built forms or landscape elements. It should consider the food and beverage offerings elsewhere in Barangaroo to ensure commercial and operational viability.

This offering is not required to cater for large scale events. Temporary facilities, such as food trucks, will be provided as required to meet event capacity.

This food and beverage space should offer sufficient space for a minimum of three staff members, a serving counter, space for food preparation, hand washing facilities and storage. A minimum size of 50sqm GFA is recommended. Viability and detailed design will be developed by the Consultant, post Competition in collaboration with Infrastructure NSW.

12.10 Inclusive Design

Inclusive design is complex and its impact on the public domain can have varied outcomes. This Design Brief acknowledges that there won't be one single solution for Harbour Park; a wide range of design considerations will help achieve inclusivity. Competitors should embrace inclusive design principles across all aspects of their design response to ensure an equitable and accessible experience across day and night for all users, regardless of age, gender, background or ability.

12.11 Active Transport

The design should consider the availability of both public transport and active transport in proximity to Harbour Park, including the future metro station, bus stops, ferry services, and existing pedestrian and cycle paths, to discourage visitors arriving by car. Harbour Park should encourage the use of active transport by providing:

- separately designated pathways for bikes and pedestrians
- a bicycle repair/maintenance station, bike parking, e-bike charging stations
- drinking fountains and rest areas
- lighting.

13. TECHNICAL CONSIDERATIONS

For the purposes of the Competition it is understood that not all technical issues described below will be fully resolved in Stage Two Submissions. Competitors must, however, carefully consider the following technical advice, in responding to this Design Brief.

The Consultant is to coordinate the detailed design, post-Competition, with Infrastructure NSW and Infrastructure NSW's development partners, including at the interfaces between Harbour Park, Wulugul Walk, the Central Barangaroo Development Area, Hickson Park and Barangaroo South.

13.1 Landscape establishment

13.1.1 Vegetation

Harbour Park is located between the natural landscape of Barangaroo Reserve and the urban fabric of the Central Barangaroo Development Area and Barangaroo South. Competitors should explore appropriate vegetation and topography to achieve a fluid transition between these distinct environments, both to the north and to the south of the site. The approach to planting and corresponding landscape should strengthen the site's connection to its natural context within Sydney Harbour, building on the contextual qualities established within the

Barangaroo Reserve and the network of open space on Sydney Harbour.

Vegetation is fundamental to achieving an outcome that meets the Connecting with Country aspirations of this Design Brief and its sustainability objectives. It will also contribute to the overall unity of the landscape and streetscape, through species selection, layout and character. Vegetation will provide diversity of scale and enclose Harbour Park, as well as providing shelter, shade and thermal comfort. Biodiversity is another important aspect of vegetation, encouraging native fauna through a range of innovative strategies, such as flowering trees, bees and insect hotels.

In line with this aspiration, Harbour Park will optimise the planting of trees and shrubs and soft landscaping to contribute to a sustainable environment. Tree species should provide diversity of scale within an overall coherent design and suit adjacent public uses, maintenance, site and prevailing weather conditions.

Submissions should consider other functional requirements within their planting schedule, ensuring that solar access, vehicle clearances, CCTV and security elements, sight lines and event activities are not compromised in the future by plant growth.

The function of root systems should be protected in areas of high pedestrian and vehicular traffic, while ensuring appropriate planting conditions for the landscape including soil volumes and quality plus access to adequate moisture to support the intended maturing of trees over time. Adequate irrigation should be considered, while integrating water sensitive urban design (WSUD) initiatives with the provision of trees.

Submissions should create a day-one impact upon opening of the public domain through semi-mature trees, shrubs, ground covers and turf. Canopy cover will be a key element of the design and should seek to align with the City of Sydney's Greening Sydney Strategy for Iconic Parks (refer to <https://www.cityofsydney.nsw.gov.au/strategies-action-plans/greening-sydney-strategy>).

Canopy Cover targets are 60% for streets, 45% for foreshore promenade and 30% for parks.

Planting for Harbour Park will create a year-round rhythm of change, designed to provide seasonal foliage, which will be as important to attracting visitors to Barangaroo as other activation elements.

Planting will also be drought resistant and reduce water demand (refer to 13.2.5 Climate Adaptation and Resilience).

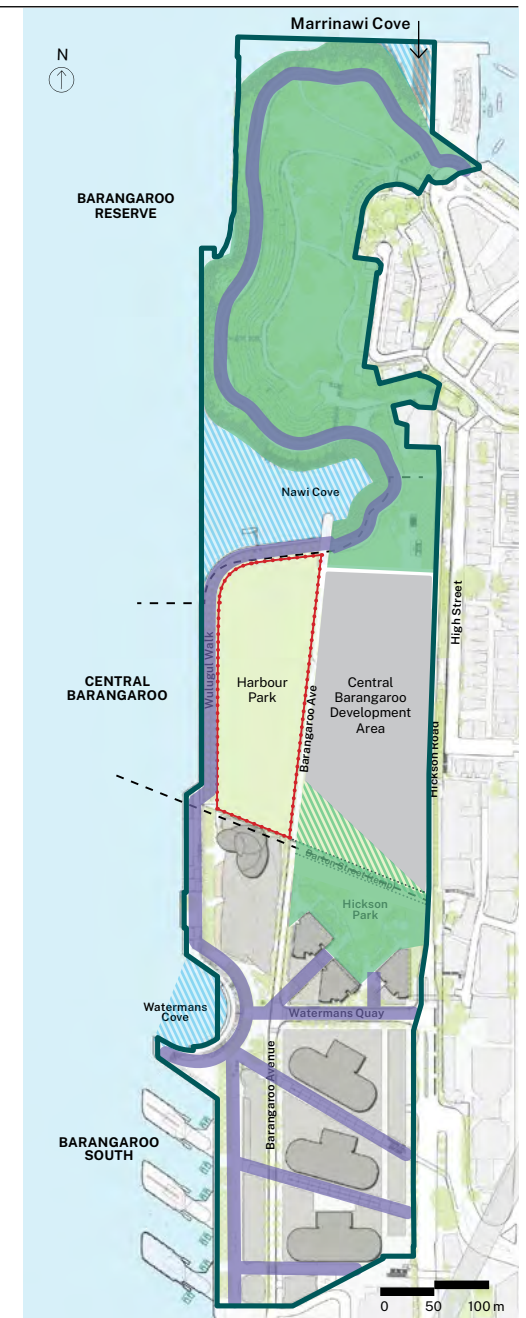


Figure 13: Public domain and key green spaces

The landscape establishment technical requirements are:

- Minimum soil zones for all trees, unless in combined tree pits, to be 20-25m³ to ensure maximum health and growth rates.
- For all trees the mature size of the canopy and root ball need to be considered.
- Early procurement of trees at semi-mature sizes to ensure a day one impact.

The planting selection is subject to review and coordination by the Consultant with Infrastructure NSW and the Barangaroo arborist and horticulturalist.

The Barangaroo Reserve planting list is provided within Stage Two Site Information and Background Documents (see folder 5.2 Site Information). Tree species selection should also respond to the City of Sydney's Greening Sydney Strategy, draft Urban Forest Strategy and City of Sydney Tree Species List.

13.1.2 Soil and geotechnical conditions

A Preliminary Site Investigation into contamination was undertaken in July 2022 to inform the Harbour Park design competition. INSW are currently procuring an update to this report following recent site investigations undertaken by INSW Development Partners on adjacent sites.

A SAQP will follow with site investigation works to be undertaken by INSW in mid 2023.

Extensive geotechnical works have been undertaken within the Barangaroo precinct to map geotechnical conditions, including for the area within Harbour Park. Existing Data and Interpretative Reports will be made available to the Winning Competitor, with potential additional site investigations to be considered as part of design development.

Reuse of the existing concrete slab within the Harbour Park site in considered to be a key opportunity, for further investigation pending completion of the above actions, noting that areas of deep soil zones would need to be considered.

13.2 Sustainability

Sustainability at Barangaroo is more than a commitment, it is a philosophy embedded into the master planning, design and construction, along with day-to-day management and activities. Through a combination of benchmarking, policies, and innovative technology, Barangaroo sets a new Australian standard for urban renewal and sustainable construction.

In line with Barangaroo's climate positive framework (see clause 8), Harbour Park will contribute to the sustainability vision for Barangaroo to be a globally recognised exemplar in sustainable urban development, delivering positive outcomes for climate, water, nature and people, both now and in the future. Harbour Park will enhance Infrastructure NSW's

vision for climate positive outcomes for the Barangaroo Precinct.

Harbour Park should deliver measurable positive outcomes for carbon, water, nature and people during design, construction and operation. Through practical and innovative solutions, we expect the delivery of Harbour Park to provide industry leadership, helping to deliver market transformation in Australia and globally.

By applying a whole-of-life approach, Harbour Park will also deliver value to all stakeholders, while being resilient to the shocks and stresses of an evolving and changing future.

13.2.1 Carbon Neutrality

Barangaroo's operation has been certified carbon neutral under the Climate Active Carbon Neutral Standard for Precincts since the first building was operational in Barangaroo South in 2015. Barangaroo remains the only certified mixed-use carbon neutral precinct in Australia, reinforcing its status as a world-class example of sustainability and climate positive design.

Harbour Park will contribute to Barangaroo's operational carbon neutrality by considering onsite renewable energy generation to service the public domain and/or Harbour Park amenities and implementing 100% LED lighting. Sub metering and check metering for carbon accounting and billing purposes will also help achieve carbon neutrality. Harbour Park will have no connections to gas utilities.

13.2.2 Water Positive

Barangaroo is a 'water wise' precinct (see clause 13.2). When completed, Infrastructure NSW aims for the whole Barangaroo precinct to will be capable of exporting more recycled water than the amount of drinking water it uses.

Harbour Park can contribute towards the precinct-wide water positive outcomes by exploring the possible collection of rainwater, stormwater and wastewater to maximise non-potable reuse, minimising irrigation requirements through water sensitive urban design and utilising water efficient appliances. Potable and recycled water demands for Harbour Park will be separately metered for carbon accounting and billing purposes.

13.2.3 Waste Minimisation

Infrastructure NSW is working towards a net zero waste outcome for the Barangaroo precinct. By using innovative waste minimisation, collection and recycling, Barangaroo aims to divert more than 80% operational waste and 90% construction waste from landfill.

13.2.4 Circularity

The design for Harbour Park will maximise resource utility and incorporate circularity and the responsible use of materials. To achieve this aim, Competitors are encouraged to use reused and/or recycled materials, and to design for disassembly and reuse/recycling at the end of a material's life. In addition, Competitor's should select materials for maximum durability and minimal maintenance. Through considered design and selection, Harbour Park will reduce the embodied carbon in the materials used by at least 20%, compared to business as usual.

13.2.5 Climate Adaptation and Resilience

Harbour Park will be constructed to withstand impact from adverse events such as flooding, drought and heatwave, sea level rise and strong winds. To this end, Harbour Park will utilise indigenous species that are drought resilient and reduce water demand. Competitors should ensure that the contours and levels of Harbour Park are sympathetic to the gravitational water flow into Sydney Harbour, while increasing opportunities for water retention. This will help safeguard and enhance the water storage potential of the landscape.

Competitors should consider future increased summer temperatures, with design responses that minimise urban heat island impacts by prioritising shade and evapotranspiration. They should include provisions that align with the 2021 Greening Sydney Strategy for increased summer shade while maximising winter solar access.

13.2.6 Biodiversity

Barangaroo has contributed to terrestrial and marine biodiversity by reintroducing species native to the Sydney region at the time of European settlement at Barangaroo Reserve, and by installing a living seawall that mimics the natural habitat features of Sydney's shores.

Harbour Park will contribute to Barangaroo's biodiversity and beyond, by prioritising locally indigenous species and designing lighting to avoid light spill.

The use of FSC certified timber will also reduce biodiversity loss within the supply chain.

13.3 Fixtures, Furniture and Landscape Elements

Harbour Park should provide sufficient outdoor seating to enable both intimate and larger group gatherings. Design elements should be robust, of a high quality, locally sourced (where possible), easily maintainable and readily available. A considered approach to the effective use of off-the-shelf items

should be integrated into the design and will be coordinated with Infrastructure NSW. Bespoke furniture and fixtures are not to be proposed by Competitors.

The design needs to consider the possibility that graffiti may occur and design finishes should be appropriately specified for ease of cleaning and repair of damage.

Quantities of public domain furniture are to be confirmed by the Winner post competition.

13.3.1 Material use

Harbour Park's material palette should enhance the urban fabric and character of Sydney's waterfront, be related to the site's context and respond to the existing materials palette within Barangaroo's public domain. The material palette should have qualities of permanence and durability, that stands the test of time in the harsh marine environment, is climate appropriate and meets sustainability objectives.

13.3.2 Wayfinding and Signage

Wayfinding and signage throughout Harbour Park is to be coordinated with the precinct wide strategy for Barangaroo in accordance with the Barangaroo Signage Style Guide (2023).

13.4 Environmental Considerations

13.4.1 Wind

13.4.1.1 Local Wind Climate

Due to wind data from more immediately adjacent sites being heavily affected by the surrounding buildings and topography, a more accurate reference for wind data, for the purposes of this Competition, is sourced from Sydney International Airport, recorded between 2000 and 2021. This is presented in figure [14] for the summer (November through April) and winter (May through October) seasons.

Seasonal wind analysis is generally recommended for the site due to a distinct change in public behaviour and outdoor use during the seasons.

The records indicate that winds from the northeast and the southern sectors predominate during summer, when coastal winds from the northeast aid thermal comfort. On the other hand, winds from the west and northwest directions are common in winter and can have a negative impact on the perceived outdoor thermal comfort. During both seasons, strong winds from the southerly directions predominate.

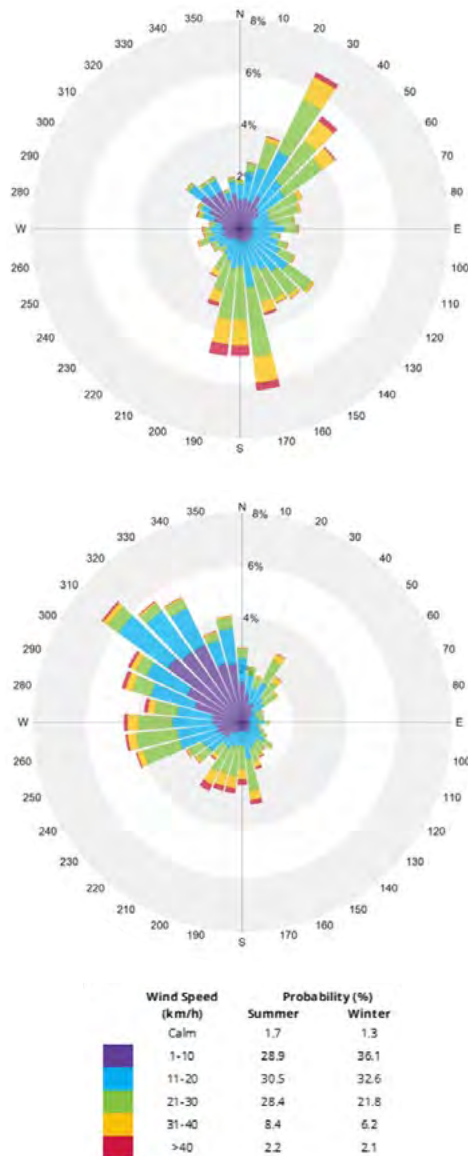


Figure 14: Directional Distribution of Winds Approaching Sydney International Airport (2000-2021) in summer (top) and winter (bottom)

13.4.2 Site Exposure and Wind Conditions

Harbour Park is generally exposed to regional winds from the northeast and west due to limited shielding afforded by upstream structures. Prevailing winds from the south will likely have less influence on the local wind microclimate within Harbour Park due to the shielding afforded by the high-rise buildings of Barangaroo South and those within Sydney CBD in general. However, localised wind impacts are still likely and can create high wind flows.

Existing Wind Conditions

The wind comfort conditions within the eastern and north-eastern areas of the existing site and the northeast corner of the site are likely to be calm, making these spaces suitable for sitting and standing use throughout the year. However, winds tend to pick up approaching the southwest corner of the site and along Wulugul Walk. In these areas, wind conditions are considered suitable for active use. Competitors are to consider the wind conditions at the base of Crown Resort, which are uncomfortable and exceed safety limits due to exposure to strong gusts.

Future Wind Conditions

The overall wind environment remains similar to the existing wind conditions with the inclusion of representative massing for the Central Barangaroo Development Area. Conditions along Wulugul Walk tend to improve slightly. Strong winds that are both uncomfortable and exceed safety limits are still expected at the southwest corner of the park near the base of the Crown Resort. Slightly windier conditions (suitable for active use) are also expected during the winter at the eastern corners of the park along the proposed Barangaroo Avenue.

Testing shows that wind conditions should improve considerably throughout the precinct with the inclusion of tree planting (tested trees ranged in heights from five to eight metres) and canopies, making most areas generally suitable for passive use. However, higher winds would generally persist at the southwest corner of the park.

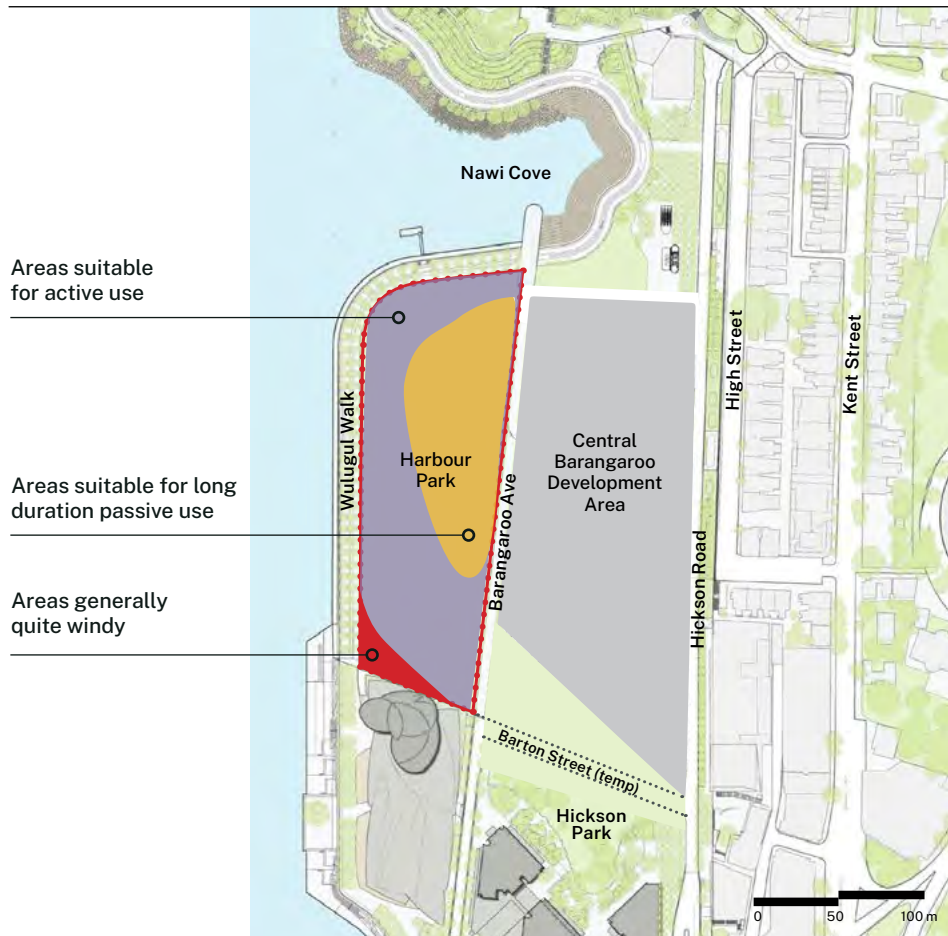


Figure 15: Suitability of Spaces around Harbour Park without the Inclusion of Vegetation

13.4.2.1 Wind Related Design Considerations

Figure [15] indicates the suitability of the various spaces within Harbour Park without vegetation. Some initial design considerations are provided below:

- The eastern edge of Harbour Park, near Barangaroo Avenue, should be suitable for passive recreation throughout the year due to its unique microclimate. The location benefits from favourable wind conditions, and a mild temperature allows for comfortable use without the need for dense vegetation. The absence of vegetation also allows for better visibility and increased safety, making the area ideal for passive activities like picnics, reading, and relaxation.
- Moving southwest towards Wulugul Walk, the wind speeds tend to increase. The areas are still generally suitable for active use without the need for vegetation, but the overall wind amenity could be improved with trees and dense landscaping. Rows of trees, aligned east to west, could serve as a natural windbreak for the prevailing northeast and southerly winds during summer and could help diffuse the westerly winds during winter. Clustering plants would be the most effective way of mitigating winds.
- The southwest corner of the site is exposed to strong prevailing winds, making it generally unsuitable for use. Competitors may need to limit use of this area by avoiding elements that might encourage longer stays to ensure user comfort and safety.

Competitors should consider design solutions to improve the wind conditions, however, these should be in the form of (perforated) hardscape elements. Large, solid screening elements can direct and potentially shift high winds to another location. These considerations need to be assessed by Competitors against the height constraints as identified in clause 15.3.

13.4.3 Solar access and thermal comfort

In order to combat future increased summer temperatures and minimise urban heat island impacts, Harbour Park should have generous amounts of shade. This can be achieved by shade structures and tree canopy, with an expectation that Harbour Park will have semi-mature trees from day one.

Harbour Park should offer a microclimate pleasant for recreation. The positioning and design of seating should consider wind and solar access (shade in summer, sun in winter).

Harbour Park occupies a flat piece of land with a westerly aspect prone to heat and glare from a low setting sun, which may impact its passive and active uses. The design for Harbour Park needs to consider orientational conditions.

13.4.4 Acoustics

Harbour Park is located within a mixed-use urban environment surrounded by commercial, residential and visitor receivers. The design for Harbour Park will need to consider the sensitive receivers to minimise impact. The Sydney Metro Barangaroo Station is located under Hickson Road North and Nawi Cove. Noise and Vibration impacts as a result of Metro operations are summarised on the DPE website and are currently considered to be a low risk of impact to Harbour Park.

13.5 Utility Services

Harbour Park will require all utility services and infrastructure necessary to support the intended passive and active uses including water management such as potable water supply, stormwater drainage and irrigation and electrical infrastructure provisions for lighting and AV, CCTV and telecommunications. The design for Harbour Park should coordinate and integrate with existing utility service connections within the Barangaroo Precinct to meet design and operational requirements. Existing utility services include:

- Electrical LV, CCTV fibre optic, potable water and recycled (irrigation) water along Wulugul Walk (between Nawi Cove and Crown Resort) supplied from and connected to Barangaroo Reserve; and
- Utilities to the south of Harbour Park that service Barangaroo South.

Existing utility service drawings are provided within Site Information and Background Documents (see Conditions clause 4.5.3).

13.6 Water management

The Harbour Park design will incorporate exemplary water management, in line with the sustainability objective for Barangaroo to be a water positive precinct (see clause 8).

The following initiatives have been identified as integral components:

- Best practice in demand reduction, water efficiency, metering and controls
- Climate-appropriate landscaping and water sensitive irrigation techniques
- All stormwater leaving the site must comply with the stormwater pollution reduction targets in the City of Sydney Development Control Plan.
- Best practice Water Sensitive Urban Design principles will be applied, including raingardens and biodiverse swales, where appropriate, to treat stormwater run-off
- Recycled water reticulation infrastructure for all non-potable water uses connected to onsite and offsite recycled water supply infrastructure.

13.6.1 Water sensitive urban design

The Competitor should apply water sensitive urban design (WSUD) principles in the planning, design and construction of Harbour Park. This will include rainwater harvesting from building roofs, stormwater collection from hardstands, permeable surfaces, active distribution of collected stormwater through integrated treatment swales and water features with low flow run-off from the public domain passively dispersed through a series of stormwater treatment zones (such as tree pits and rain gardens) across the public domain.

13.6.2 Potable Water and Sewer

Potable Water

Sydney Water has an existing 300mm water main on Hickson Road. At Barangaroo South, Lendlease has constructed a DN250 watermain in Barton Street and a 32mm diameter potable pipe in Wulugul Walk which has been capped near Crown Resort.

Infrastructure NSW currently has a 40mm potable water pipe supplying the drinking fountains in Wulugul Walk.

Competitors should indicate an approach to the design of potable water reticulation throughout the site for connection to drinking fountains and indoor uses such as for the amenities building(s) (except toilet flushing).

Sewerage

Sydney Water has a 225mm gravity line and 375 GRP (Glass Reinforced Plastic) sewer main under Hickson Road discharging to the existing Sydney Water Sewage Pumping Station (SPS1129) located within the Central Barangaroo Development Area.

Competitors are to assess and determine the sewer requirements, strategy and locations for the Harbour Park project, based upon day-to-day use and including sewer tap in points for temporary amenities during events.

13.6.3 Recycled Water

Recycled water infrastructure will be designed for all non-potable uses, toilet flushing and irrigation, to reduce the demand for potable water. The recycled water main should be connected to the existing recycled DN125 water main in Wulugul Walk from the Barangaroo Reserve recycled water treatment plant.

Competitors will ensure that irrigation is connected to the irrigation controller at Barangaroo Reserve.



Figure 16: Stormwater drains diagram

13.6.4 Existing Stormwater Infrastructure

There are five existing 600mm diameter pipe networks within the Central Barangaroo and Harbour Park site drain stormwater from High Street, Hickson Road, and Central Barangaroo directly into Sydney Harbour as illustrated in Figure [16].

The Hickson Road pipe networks within the Metro Station box area have been removed (in part) and will be replaced by an alternative stormwater drainage diversion system to the north of Barangaroo Station, as part of the Sydney Metro Barangaroo Station works. We believe Sydney Metro has removed the northernmost 600mm diameter during the construction of the Barangaroo Station.

The proposed Central Barangaroo stormwater drainage design includes a conventional gravity system to collect rainwater from roofs, podium, handstand areas, laneways and roads, carpark areas, landscaped areas and terraces within the Central Barangaroo Development Area.

Competitors should assume that the rainwater and stormwater runoff from Central Barangaroo will be either captured and re-used within the Central Barangaroo Development Area or discharged into Sydney Harbour by utilising the five existing 600mm diameter pipe networks. Competitors should also assume that the Central Barangaroo drainage strategy will not rely upon the Sydney Metro Hickson Road drainage system.

13.6.5 Flooding

Competitors should assume that the ground floor level for the Central Barangaroo Development Area is a minimum of RL 3.5 AHD. The design for Harbour Park will ensure levels, features and structures do not impede overland flows from Central Barangaroo Development Area and permit westerly discharge into Sydney Harbour.

The existing RLs of Wulugul walk (see clause 9.1) are considered in the precinct flood-modelling strategy. Competitors should ensure Harbour Park ground levels align with the existing levels of Wulugul Walk in support of this flood mitigation strategy.

TUFLOW flood models and Flood Reports for the Barangaroo Station Civil Works, Hickson Road Design and the Hickson Road Reference Design will be made available to the Winner to help inform the detailed design.

13.7 Electrical

The design for Harbour Park will need to address all electrical infrastructure required including the design of the substation, main switchboard and distribution boards, if required, and all power supply for Harbour Park. That includes lockable single and three phase power requirement for events and charging of maintenance vehicles.

There are existing Ausgrid 11kW feeders along Hickson Road and the existing lighting and power connections along Wulugul Walk are supplied from the main switchboard at Barangaroo Reserve.

13.7.1 Lighting and AV Services

Harbour Park will have energy efficient LED lighting consistent with the existing lighting for the Barangaroo Precinct public domain. The strategic placement of lighting will encourage pedestrian safety while enhancing user experience and will include sub-metering and check metering provisions.

Lighting connections and reticulations will be both automatic and programmable to address passive and active use. The automatic lighting controls will allow for a reduction in energy consumption of specific lighting elements when not required. The programmable lighting will allow for adaptability of supply during key events such as Vivid and New Years Eve.

The design for Harbour Park will provide appropriate access to secure, in-ground power supply strategically placed

to support active uses and consider AV requirements.

Competitors are to consider light spill and the impact on the night sky, adjacent residents, Observatory Hill and Sydney Harbour when including lighting for Harbour Park.

13.7.2 Telecommunications and wifi

There is an existing Optus telecommunications conduit on the Hickson Road eastern footpath. Infrastructure NSW anticipate that Sydney Metro will install additional conduits and pits for future NBN and Telstra cables on the Hickson Road western footpath after completion of the Central Barangaroo Development Area.

A public free wifi provision should be left open for consideration.

13.7.3 CCTV

The location of CCTV should provide sufficient surveillance of Harbour Park, while considering how the landscape will change over time, including the growth of trees and vegetation and the future development of the retail pavilion.

The CCTV network reticulation in Harbour Park will connect to the existing network along Wulugul Walk.

The existing CCTV camera network connects to the Operations Control Centre in the Cutaway at Barangaroo Reserve for management of the security requirements for the Barangaroo Precinct.

The CCTV locations should consider sightlines to the designated help points as outlined in clause 14.3.

13.7.4 Metering

To meet the Barangaroo sustainability requirements Competitors should consider sub-meters and check meters, as may be required for all public domain, built form and public art. The Winner will be required to coordinate with Infrastructure NSW to confirm the required metering.

14. OPERATIONS

14.1 Parking, (un)loading and servicing

There is to be no on-street parking in or under Harbour Park, as parking provision is otherwise embedded in the precinct-wide strategy.

Competitors should consider all necessary flows of people and goods coming to Harbour Park in both day-to-day and event mode. Consideration should also be given to a strategically located drop-off zone to facilitate taxis and trucks. Barangaroo Avenue will be a two way street and the nearest street for (un)loading and drop-off.

Parking for special groups, including accessibility parking, will need to comply with relevant standards and best practices, which will be confirmed by the Consultant within the design brief verification stage.

Loading and unloading is essential for the event spaces and retail pavilion, as well as the food and beverage offering. Competitors should provide accessible routes to service such spaces with vehicles up to a Pantech size truck.

Harbour Park will also be regularly accessed by service and maintenance vehicles, which are typically utility vehicles and/or forklift trucks.

Competitors should allow for a maximum vehicle weighting of 32 tonne across the park.

14.2 Waste and recycling

Waste will be collected within Harbour Park in outdoor bins, the retail pavilion and other retail and food and beverage facilities that are proposed. It will then be transported to a central waste collection point. This will be temporarily located within the Cutaway.

In the future, however, this will be relocated to within the Central Barangaroo Development Area basement. Competitors are asked to carefully consider this sequencing, to ensure efficient servicing of waste off site to both temporary and future locations.

14.3 Maintenance

The design needs to achieve a low maintenance and management regime for the public domain, while ensuring that the design is not compromised. The use of specialist plant and equipment, such as booms and cranes to perform maintenance duties will be minimised. Regular maintenance is undertaken by small to medium sized vehicles and/or forklift truck.

Ongoing maintenance as required must not impact the design life of road and path pavements, stormwater systems.

14.4 Storage

Storage within Harbour Park is required for cleaning and maintenance of Harbour Park amenities, park and adjacent public domain. Competitors should assume that the appropriate footprint of storage will be approximately 25sqm GFA (to be confirmed post Competition). This space must be strategically located so it is easy to access and available for precinct-wide use. The total storage size will be coordinated with Infrastructure NSW's future storage and maintenance areas within the Central Barangaroo Development Area basement.

14.5 Safety and security

An Inclusion and Safety Strategy will be developed that aims to improve the real and perceived safety of all visitors moving through and in Harbour Park. A multi-disciplinary approach is required including lighting design, Safer by Design principles as defined by CPTED (Crime Prevention through Environmental Design) and night-time vulnerability assessments. Following the Competition, the Consultant will work collaboratively with a variety of groups and precinct stakeholders to co-design a vision of what an ideal park could be like ensuring that all users feel welcome and safe across day and night.

For the purposes of the Competition, Competitors should consider a design approach that encourages social safety through visual connections, social control and sufficient lighting. Safety also includes passive surveillance through ample security including monitoring services and help points. Below are core safety principles that can guide the thinking through the design of Harbour Park:

- See and be seen
- Hear and be heard
- Get away and get help
- Know where you are and where you are going
- Clean and welcoming environment.

15. VIABILITY

15.1 Budget

Budget compliance is a key priority for Infrastructure NSW. All Competitors are required to provide a Submission that achieves the delivery of the project within budget, in accordance with clause 4. Competitors are reminded that, in accordance with clause 4, the budget for public art and the budget for all other aspects of the project are separate and must not be reallocated.

The budget for the delivery of Harbour Park excludes professional fees. The budget for public art includes all professional fees.

15.2 Program, material supply and buildability of landscape/built form/art

Competitors are asked to provide a detailed program as part of their Stage Two Response Schedule (document 3.2, attachment G), demonstrating how the Competitor will meet key milestones.

Factors that contribute to the capacity of a given design to meet the program requirements include: material supply chains, the staging of construction works and early procurement of vegetation, as well as manufacturing complexity.

Post-competition the Consultant will agree with Infrastructure NSW a detailed program to be included in the final executed Contract and Scope of Services.

15.3 Planning Controls, Zoning and overlays, Planning requirements

Harbour Park is zoned RE1 Public Recreation under the State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021. A park is a permissible use within the RE1 zone, however the design and delivery of the park will be subject to a future and subsequent planning approval.

A Part 4 development consent must be sought from the NSW Department of Planning and Environment through a State Significant Development Application to enable construction of the Harbour Park design.

In order to obtain development consent, Infrastructure NSW will work with the Consultant to streamline planning and design activities and achieve the following key milestones:

- Development Application Documentation;
- Lodge SSDA;
- Public Exhibition, and;
- Determination

15.3.1 Crown Resort Easement

An easement exists along the southern most boundary line for Harbour Park to allow for building maintenance and access, as well as light and air, for Crown Resort.

Competitors must allow for a five metre setback from the cadastral boundary as illustrated in Figure [17]. The easement is to be kept clear and is not to include any furnishings or landscaping.



Crown Resort Easement (5m. from southern boundary of Harbour Park)

Figure 17: Crown Resort Easement



Figure 18: Surrounding RLs and sight lines

15.3.2 Height Controls

The height controls for Harbour Park are outlined in Figure [18], restricting the heights of all structures and buildings. Height controls for the majority of the park are in accordance with the RE1 requirements, noting that additional height controls apply to the south-east corner of the site. The height controls do not apply to landscape, trees and vegetation.

Competitors should consider efforts to mitigate sightlines and view impacts for neighbouring stakeholder groups, including Crown Resort and the Central Barangaroo Development Area. Visual continuity between neighbouring stakeholders, Sydney Harbour, Hickson Park and the horizon should be maintained as much as possible.

The heights of surrounding buildings are illustrated in Figure [18].

16. GUIDELINES AND SUPPORTING DOCUMENTATION

Competitors should carefully consider a range of supporting documentation within their Submission. The list of relevant guidelines and supporting documentation is contained within folder 5.2 Site Information.



Harbour Park Design Competition

Document 2.2
Conditions



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Cover: View of Central Barangaroo
Photo credit: NSW Government

1. INTRODUCTION

Infrastructure NSW invites eligible parties to participate in the Harbour Park Design Competition (Competition).

The Competition is a two-stage process comprising an Expression of Interest (Stage One) and design response stage (Stage Two). The Competition seeks a collaborative design team (Design Team) to work with Infrastructure NSW to deliver the design services (Services) to realise the Harbour Park project (Project).

2. COMPETITION OBJECTIVES

The objective of the Competition is to result in a winning Competitor being selected, which will include the lead designer (Lead Designer) along with the nominated sub-consultants (Sub-Consultants), to deliver professional services for the Project. It is Infrastructure NSW's intention to engage the Lead Designer as the Principal consultant (Consultant) for the Project, with the Consultant engaging, post-Competition, all Sub-Consultants for the Project under the Consultant.

3. COMPETITION PRINCIPLES

3.1 Design Excellence

It is noted that under the State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021 there is no statutory requirement to run a competitive process for the design of Harbour Park. Notwithstanding, given the importance of Harbour Park and its position on Sydney's Harbour, Infrastructure NSW considers a design competition to be the best method for procuring a design and design team that can deliver on Infrastructure NSW's vision, objectives, goals and design excellence requirements.

Consideration has also been given to the NSW Government Architect's draft 2018 Design Excellence Competition Guidelines in the formulation of competition protocols and process. Early engagement with the NSW Government Architect has also been undertaken on the competition process and initial design brief.

3.2 Australian Institute of Landscape Architects

These Conditions (Conditions) and the associated Stage One design brief (Design Brief) have been prepared to be broadly consistent with key principles set out in the Australian Institute of Landscape Architects (AILA) Draft Competitions Policy (September 2020) extracted below:

- All competitors include a registered landscape architect (Landscape Architect) within the team;
- All entrants are treated equitably;
- Submission deliverables are minimised;
- Conflict of interest is prohibited;
- Fee proposals are separate and limited to a prescribed range;
- The Winner is to be engaged as the Consultant;
- Prize money and honoraria are specified to be paid within a reasonable time;
- Intellectual property and moral rights of entrants are protected;
- AILA is notified of any material change to competition conditions or process; and,
- AILA is provided with a copy of the final jury report at the conclusion of the competition.

4. COMPETITION PROCESS SUMMARY

4.1 Registration

To participate in this Competition prospective Competitors must first register to enter. Registrations will be checked to ensure all information provided is correct. Registrants (Registrant) will be notified once their registration has been approved.

Registrations must be received within the registration period (Registration Period) as outlined in the Competition Schedule (see clause 4.4).

The purpose of Registration is to ensure all Registrants:

- a. can ask questions and seek clarifications regarding registration;
- b. receive a registrant number (Registrant Number), to be used in their Stage One Submission; and
- c. nominate an authorised representative (Authorised Representative), to be the sole point of contact between the Registrant and the competition advisor (Competition Advisor).

Where the Competition Advisor deems that any information provided in a registration form (Registration Form) is incorrect or incomplete, the Competition Advisor will advise the prospective Registrant of the actions required, if any, to be approved.

For the absence of doubt, in order to lodge a Stage One Submission a Competitor must include at least one Registrant, and must nominate that Registrant's Registrant Number, which will be used to identify that Competitor for the duration of the Competition.

4.2 Stage One

Following registration, the Competition will commence with Stage One. Competitors participating in Stage One shall lodge a Submission that includes a broad task appreciation in response to the Stage One Competition Documents, nomination of their design team (see clause 5.6.1), a design methodology and examples of relevant past projects. Following evaluation of Submissions, the Jury will shortlist up to five Competitors to progress to Stage Two.

4.3 Stage Two

Competitors participating in Stage Two shall lodge a Submission comprising a concept design with preliminary costings in response to Stage Two Competition Documents, at which time the Jury will select a nominated winner (Nominated Winner) and a reserve winner (Reserve Winner). Stage Two will include a workshop (Workshop) as outlined in clause 10.2.

4.4 Competition Schedule

Please note: the Schedule is subject to change in accordance with these Conditions. Competitors will be notified of such changes by the Competition Advisor.

The Schedule is set out below:

Stage One: Expression of Interest

| | |
|---------------------------------|----------------------|
| Registration period | 05/12/2022-09/02/23 |
| Stage One Open | 17/01/23 |
| Question Period | 17/01/23-09/02/23 |
| Stage One Lodgement | 16/02/23, 13:00 AEDT |
| Competitors Notified of Outcome | 14/03/23 |

Stage Two: Design Competition

| | |
|-------------------------------------------------------------------|----------------------|
| Stage Two Open | 21/03/23 |
| Question Period | 21/03/23-11/05/23 |
| Lodgement of Interim Deliverables (including Contract Departures) | 13/04/23, 13:00 AEST |
| Workshop | 18/04/23-19/04/23 |
| Stage Two Lodgement | 18/05/23, 13:00 AEST |
| Competitors Notified of Outcome | 26/06/23 |
| Winner Announced | July 2023 |

Prior to 2 April 2023, times are Australian Eastern Daylight Time (AEDT). After 2 April 2023, times are Australian Eastern Standard Time (AEST).

4.5 Competition Documents

4.5.1 Disclaimer

The Competitor agrees and acknowledges that:

- a. Infrastructure NSW does not guarantee the accuracy of any information (including documents, drawings, reports and specifications) provided for the purposes of the Competition;
- b. Infrastructure NSW have not verified, and does not warrant or represent, the adequacy, sufficiency, completeness or accuracy of such documents, drawings, reports, specifications and other information;
- c. any documents, drawings, reports, specifications and other information provided as part of the Competition may not be adequate, complete and accurate;
- d. to the extent permitted by law, Infrastructure NSW has no liability in relation to the adequacy, sufficiency, completeness or accuracy of such documents, reports, drawings, specifications and other information provided as part of the Competition;
- e. there may be other documents or information in the knowledge or possession of Infrastructure NSW which are relevant to the Competition but which have not been provided as part of the Competition or to which no reference has been made; and
- f. documents listed below are subject to change as may be reasonable and necessary.

It is the responsibility of the Competitor to advise the Competition Advisor at the time of discovery of any information or documents that the Competitor believes contain an error or omission or to be misleading or inaccurate in any way.

4.5.2 Stage One Competition Documents

As part of Stage One, each Competitor will receive the following documents:

| | |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document 1.1: Design Brief (Stage One) | <ul style="list-style-type: none">• A High-level Design Brief outlining design requirements and design intent for the Project to inform Stage One Submissions. |
| Document 2.1: Conditions (Stage One) | <ul style="list-style-type: none">• This document. A document outlining the conditions of entry for the Competition, the Competition process and the roles and responsibilities of Competitors, Jury, advisors (Advisors) and the Competition team. |
| Document 3.1: Response Schedule (Stage One) | <ul style="list-style-type: none">• 3.1.1 Design Response Schedule specifying the design deliverables to be provided by the Respondent at Stage One.• 3.1.2 Risk Response Schedule specifying the risk compliance deliverables to be provided by the Respondent at Stage One. |
| Document 4.1: Contract and Scope of Services (Draft) | <ul style="list-style-type: none">• A draft services contract (Contract) from Infrastructure NSW, including the scope of services. |
| Document 5.1: Site Information | <ul style="list-style-type: none">• A set of high-level summary background documents that help inform Competitor's Stage One response. |

4.5.3 Stage Two Competition Documents

As part of Stage Two, each Shortlisted Competitor will receive the following documents:

| | |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document 1.2: Design Brief (Stage Two) | <ul style="list-style-type: none">• A detailed Design Brief outlining design requirements and design intent for the Project, to inform Stage Two Submissions. |
| Document 2.2: Conditions (Stage Two) | <ul style="list-style-type: none">• As per Document 2.1 Conditions (Stage One), including any addenda as necessary. |
| Document 3.2: Response Schedule (Stage Two) | <ul style="list-style-type: none">• 3.2.1 Design Response Schedule specifying the design deliverables to be provided by the Competitor in Stage Two.• 3.2.2 Risk Response Schedule specifying the risk compliance deliverables to be provided by the Competitor in Stage Two. |
| Document 4.2: Contract and Scope of Services | <ul style="list-style-type: none">• A professional services contract, including the scope of services. |
| Document 5.2: Site Information | <ul style="list-style-type: none">• A set of detailed background documents that help inform the Competitor's Stage Two response. |

5. PARTICIPATION IN THE COMPETITION

5.1 Application of Conditions

Each Competitor shall be subject to and must comply with the Conditions. Throughout this document the term Competitor includes all entities, staff, team members and advisors selected by the Lead Designer to participate in this competition under the Competitor. It is the Lead Designer's responsibility to ensure that all parties within the Competitor acknowledge and comply with the Conditions.

All entities (whether or not they provide a Submission) who obtain or receive these Conditions may only use them and the information contained in the Conditions in compliance with the Conditions.

These Conditions apply to:

- a. The Competition Documents identified in clause 4.5 and any other information obtained, received or made available in connection with the Competition including any revisions or addenda; and
- b. all communications (including briefings, presentations, meetings or negotiations) relating to the Competition.

5.2 Eligibility

To be eligible to compete a prospective Competitor must satisfy BOTH of the following:

- a. Nominate a Lead Designer that has been registered as a business in Australia with an ABN for no less than ten years; and,
- b. Include within the Competitor team:
 - A registered Landscape Architect

The eligibility requirements as outlined in this clause may be fulfilled by a single entity or two separate entities within the Competitor.

Where the entity fulfilling 5.2(a) has had more than one ABN and/or trading name, the Competitor must provide the former ABN(s) and/or trading name(s) in its response to Item 1 (Eligibility) of Document 3.2.1 Risk Response Schedule.

Subject to clause 5.7, changes to the Competitor team at any point during the Competition may be considered by Infrastructure NSW and the Competition Advisor. However, changes that result in the Competitor team not meeting the above eligibility requirements will not be accepted. Where this occurs, the requested changes may result in the Competitor being disqualified.

5.3 Ineligibility

The following are ineligible to enter the Competition:

- a. any entity who does not meet the eligibility criteria as set out in clause 5.2;
- b. all jury members (Jury Member);
- c. Advisors or any person involved in the preparation or organisation of the Competition;
- d. an elected representative, employee or officer of any relevant authority that will be involved in the Project; and
- e. a family member, associate or employee of any of the above, except where the probity advisor (Probity Advisor) confirms in writing that the proposed Competitor has declared the relationship and substantiated in writing that the circumstances of the relationship do not give the proposed Competitor any actual or potential advantage over other Competitors.
- f. any person who may be reasonably expected to have an unfair advantage through access to information concerning the Competition by reason of any other relationship with any ineligible person referred to above may be declared by the Competition Advisor (in consultation with the Probity Advisor) to be ineligible to enter the Competition or to assist any Competitor.

If a Competitor considers they may have an association that may give rise to a perceived or potential unfair advantage

as set out above they must promptly disclose it to the Competition Advisor, who will consult as required with the Probity Advisor.

If a Competitor has a concern in relation to the restrictions in this clause they must disclose the matter to the Competition Advisor and the Competition Advisor (in consultation with the Probity Advisor) shall determine how the matter will be managed.

5.4 Competitor Obligations

In addition to any other obligations set out in these Conditions, Competitors must ensure that their Competitor team:

- a. comply with the Conditions at all times;
- b. comply with the NSW Government Supplier Code of Conduct and all relevant policy obligations;
- c. respect and not breach moral rights and copyright of others in relation to development of their Submission;
- d. promptly inform the Competition Advisor of any actual, potential or perceived conflict of interest in accordance with the Confidentiality and Conflict of Interest Deed Poll executed at the point of registration;
- e. make no attempt to unfairly or inappropriately influence the Competition process or any member of the Jury and/or other consultants assisting Infrastructure NSW; and
- f. accept the decision of the Jury as final.

5.5 Authorised Representative

Each Competitor must nominate a person to act as the Competitor's Authorised Representative. The Authorised Representative must be a full-time employee of the Lead Designer and will perform the following tasks

- a. provide and receive all communications on behalf of the Competitor in relation to the Competition;
- b. be the nominated contact point for any issues arising regarding the Competition Conditions; and,
- c. act on behalf of the Competitor in a legal capacity for the purposes of the Competition.

There shall be no communications between other members of the Competitor team and the Competition Advisor and/or Infrastructure NSW, unless with the consent of the Competition Advisor.

5.6 Competitor Composition

Infrastructure NSW wishes to engage the full suite of professional services necessary to deliver the Project through this Competition. The Competition makes a distinction, however, between the design team (Design Team) and the technical team (Technical Team) in the following manner.

Each Competitor team will be composed of a Design Team as provided within the Stage One Submission and a Technical Team as provided within the Stage Two Submission. The Design Team will be assessed by the Jury in Stage One

against the Stage One evaluation criteria (Evaluation Criteria). The Technical Team will not be assessed by the Jury, but will be reviewed against Risk Criteria by Infrastructure NSW in Stage Two. Details of these processes are provided below.

5.6.1 Stage One: Required Design Team

Competitors are required to include their design team (Design Team) as part of their Stage One Submission. This must include the following required expertise and skills (see clause 5.2):

- a. Registered Landscape Architect
- b. Artist(s) and (if applicable) Art Curator
- c. Architect

The Competitor will be led by a Lead Designer, who will also be assessed for risk compliance by Infrastructure NSW during the Competition.

It is intended that all entities nominated to fulfil the required Design Team expertise should form part of the contracting team.

5.6.2 Stage One: Discretionary Expertise

In addition to the expertise listed in clause 5.6.1 Competitors may at their discretion include, but are not limited to, the following expertise:

- a. Designing With Country
- b. Heritage
- c. Sustainability

Infrastructure NSW may accept, at its absolute discretion, the engagement of any one or more entities that form the above areas of expertise, but is not committed to do so.

5.6.3 Stage Two: Required Technical Team

Shortlisted Competitors are required to assemble a full consultant team in Stage Two. Competitors must provide details of their Technical Team mid-way through Stage Two, to be delivered along with their work in progress (for the purposes of the Workshop) and Risk Criteria items (see clause 8.5).

The Technical Team must include, but is not limited to:

- a. Designing with Country*
- b. Wind Consultant
- c. Surveyor
- d. Civil Engineer
- e. Geotechnical Engineer
- f. Hydraulic Engineer
- g. Structural Engineer
- h. Fire Engineer
- i. Traffic Engineer
- j. Acoustic Engineer
- k. Planning Consultant
- l. Universal Access and DDA Design Consultant
- m. Waste Engineer
- n. Irrigation Consultant
- o. Arborist
- p. Horticulturist
- q. Environmental Consultant
- r. Soil Specialist
- s. Remediation Specialist
- t. Electrical and Lighting Engineer/s
- u. Security CPTED Consultant
- v. Security Consultant
- w. Heritage Consultant*
- x. Sustainability Consultant*

- y. Building Code of Australia Consultant
- z. Risk Consultant

* If not already included in Stage One.

5.7 Changes to Competitor Composition

5.7.1 Design Team changes at Stage One lodgement

Infrastructure NSW reserves the right to approve, in part or full, nominated Design Team members. Where Infrastructure NSW withholds approval on one or more Design Team members the Competitor will be required to nominate alternative team members that are approved by Infrastructure NSW, prior to proceeding to Stage Two. Failure to do so may lead to disqualification.

5.7.2 Design Team changes prior to the commencement of Stage Two

Deed Poll: It is expected that Shortlisted Competitor's Design Teams, identified within the Stage One Submission, will remain substantially the same when proceeding to Stage Two. Competitors that have been shortlisted will be required to complete and sign a Deed Poll reconfirming their Design Team and levels of participation, prior to the commencement of Stage Two. While changes are permitted, there must not be any change to the nominated Lead Designer, between Stage One and Stage Two. As outlined in Section 5.2 above, changes to the Design Team must also not render the Competitor ineligible.

Changes that do not impact the Lead Designer or eligibility will be reviewed by Infrastructure NSW and may be reviewed

by the Jury. Approval may be withheld if the Design Team change is considered to significantly impact the quality of the Competitor Design Team.

5.7.3 Design Team changes during Stage Two

Changes to the Shortlisted Competitor Design Team may be requested by the Competitor up to the Stage Two workshop. These changes may be permitted, provided that such changes do not alter the Lead Designer or the Competitor's eligibility, and provided those changes are requested in writing to the Competition Advisor and approved by Infrastructure NSW.

If other changes, unrelated to the Lead Designer or eligibility, are not acceptable to Infrastructure NSW, the Competitor will be advised of this, and if not remedied by the Competitor, may lead to the Competitor being disqualified.

Where a Risk Assessment impacts eligibility, it is a requirement that any changes to the Competitor team are made by the Competitor and then approved by Infrastructure NSW, prior to proceeding further in the Competition. Failure to do so may lead to disqualification.

5.7.4 Technical Team changes after Stage Two lodgement

The Competitor is required to nominate the Technical Team mid-way through Stage Two, in accordance with clause 5.6.3. The risk assessment of which will not be considered as part of the Jury's Stage Two evaluation.

On completion of Jury evaluation in Stage Two, Infrastructure NSW reserves the right to approve, in part or full, nominated Technical Team members. Where Infrastructure NSW withholds approval on one or more Technical Team members the Competitor will be required to nominate alternative Sub-Consultants that are approved by Infrastructure NSW, prior to execution of Contract.

5.7.5 General provisions

The following details may be changed during the Competition as follows:

- a. The Lead Designer details may not be changed at any time after the close of Stage One.
- b. All other details may change up until the close of Stage Two by written notification to the Competition Advisor.
- c. All changes, on receipt of written advice, will be at the absolute discretion of the Competition Advisor, in consultation with Infrastructure NSW.
- d. All changes to the Competitor must be approved in writing prior to proceeding further in the Competition.
- e. Failure to inform the Competition Advisor of changes to the Competitor Composition, and for those changes to be approved, may lead to disqualification.

5.8 Participating More Than Once

A Lead Designer may participate in only one Competitor team.

A Competitor team member that is not a Lead Designer may participate in more than one Competitor team up to a maximum limit of three Competitor teams, subject to:

- informing the Competition Advisor in writing, in advance of the intention to include a team member that will be participating in more than one team. This is to ensure that information barrier arrangements are in place and sufficient, and that probity risks are being managed; and,
- clause 5.7 and its subclauses.

Participation of any Competitor team member in more than one Competitor must be noted within the response schedule (Response Schedule) forming part of the Stage One Submission.

Compliance Note: an Artist is not permitted to participate in more than one shortlisted Competitor team in Stage Two. In order to meet compliance requirements in Stage Two, a Competitor team that includes an Artist that is also participating in another Competitor in Stage One must nominate a second alternate Artist in their Stage One Submission. The Jury will assess those Competitors that include an Artist that is participating in more than one Competitor team as follows:

- The Competitor will be scored on the basis of the full Stage One Submission, including the first nominated Artist.
- The Competitor will also be scored on the basis of the full Stage One Submission, with a score applied to the alternate Artist.

The process below will be followed if two Competitors with the same Artist are shortlisted:

1. The Artist must nominate which of the two Competitors they will participate with in Stage Two.
2. The Competitor that is not nominated by the Artist must proceed in Stage Two with the alternate Artist identified in their Stage One Submission.
3. If that Competitor's score, including the alternate Artist remains ranked fifth place or higher, the Competitor will proceed to Stage Two.
4. If that Competitor's score, including the alternate Artist is below fifth ranked, the Competitor will not proceed to Stage Two, and the next ranked Competitor will proceed to Stage Two.

Should a Competitor not be selected to proceed to Stage Two, team members from that Competitor may be invited by another Competitor to participate. This is subject to the same restrictions on the number of teams in which a Competitor team member may participate set out above. Each Competitor may only lodge one Submission at each of the stages they are invited to participate in.

5.9 First Nations Engagement

A First Nations Working Group (FNWG) has been established by Infrastructure NSW in connection with this Project and to provide support and advice in relation to this Competition. Members of the FNWG are identified in clause 15.6.2.

In Stage Two of the Competition Shortlisted Competitors will be briefed by the First Nations Working Group on Designing with Country principles, Site significance and engagement requirements and protocols.

Other than as provided within these Conditions, Competitors are advised that they must not engage with, for the purposes of the Competition:

- the FNWG throughout the duration of the Competition.
- the Metropolitan Local Aboriginal Land Council.

5.10 Site Inspections

Site inspections of land and buildings relevant to the Competition that are generally accessible to the public (from adjacent areas) will be at each Competitor's discretion and cost and will not be organised or coordinated by the Competition Advisor or Infrastructure NSW. Access to any land or buildings that are not generally accessible to the public will not be provided to any Competitor in Stage One. Competitors are prohibited from contacting any authority, land or asset owner or person in connection with this Competition.

A site visit will be provided for Shortlisted Competitors that proceed to participate in Stage Two.

5.11 Disqualification

If a Competitor fails to comply with any of the requirements, processes and procedures of the Conditions, the Competition Advisor (in consultation with the Probity Advisor) may, in addition to any other remedies available to Infrastructure NSW in contract or otherwise at law, disqualify that Competitor from further participation in the Competition by sending written notice to the Competitor. In making this determination, Infrastructure NSW may seek advice as required from the Competition Advisor, and the Probity Advisor.

The grounds on which a Competitor may be disqualified from the Competition include (without limitation):

- a. if a Submission is lodged after the closing time (Closing Time) or lodged at a location or in a manner that is contrary to that specified in these Conditions;
- b. if a Submission substantially fails to meet the requirements set out in the Conditions;
- c. if the Submission does not substantially address the Design Brief;
- d. if a Competitor does not submit the deliverables required consistent with clause 7;

- e. if a Competitor improperly attempts to influence the decision of the Jury;
- f. if a Competitor has communicated directly with any member of the Jury or an employee of Infrastructure NSW involved in the Competition or any advisors (Advisors) engaged by Infrastructure NSW for the purposes of the Competition (other than communication in accordance with these Conditions or in respect of matters other than the Competition);
- g. if a Competitor seeks or obtains the assistance of the Jury, Infrastructure NSW consultants or employees involved in the Competition or Advisors engaged by Infrastructure NSW for the purpose of the Competition in the preparation of their Submission; and
- h. if a Competitor engages in any collusion, anti-competitive conduct or other similar conduct with any other Competitor or any other person in relation to the preparation, content or lodgement of their Submission.

Where a Competitor is disqualified in accordance with these Conditions, no honorarium will be paid.

5.12 Withdrawal

A Competitor may withdraw from the Competition at any time prior to the date for the Stage Two submission (Stage Two Submission) by notifying the Competition Advisor in writing.

If a Competitor seeks to withdraw from the Competition at any time after the date for the Stage Two Submission the Competitor must submit a written request to withdraw to the Competition Advisor.

A Competitor shall be required to reimburse any honoraria paid to the Competitor if the Competitor withdraws from the Competition at any time after the date for the Stage Two Submission unless Infrastructure NSW (in its absolute discretion) waives reimbursement of the honoraria. The reimbursement must be received by Infrastructure NSW within 30 days of the notice of withdrawal.

5.13 Unauthorised Relationship

No term of these Conditions is to be construed so as to give rise to an unauthorised relationship (Unauthorised Relationship). Each party must ensure that they do not conduct themselves so as to hold out, or otherwise represent, that an Unauthorised Relationship exists.

For the purpose of this clause an Unauthorised Relationship is any of the following relationships:

- a. joint venturers;
- b. partners; or
- c. trustee and beneficiary.

5.14 Absence of Obligations

Competitors acknowledge and agree that the Conditions do not constitute an offer to enter into the Contract.

Each Competitor acknowledges and accepts that no legal or other obligation exists in respect to undertaking Competition activities other than expressly stated in these Competition Conditions or until both Infrastructure NSW and the Consultant have executed the Contract.

5.15 Continuing Obligations

The obligations of the Competitor under these Conditions survive the termination, completion or expiry of the Competition.

5.16 Further Enquiries

Infrastructure NSW may, in its absolute discretion, make enquires (and take the result of those enquiries into consideration in the Competition assessment processes) of any referee, client (including Infrastructure NSW), client representative (including a client representative of Infrastructure NSW) or any other person (including a person employed by or associated with Infrastructure NSW) to assist in establishing the reliability, suitability and credibility of the Submission, the Competitor (including employees, proposed subcontractors or consultants to the Competitor).

By providing the Submission, the Competitor irrevocably consents (and must procure that its Competitor team members consent) to:

- a. the disclosure of the Submission to Infrastructure NSW and its consultants;
- b. Infrastructure NSW having, in its absolute discretion, regard to:
 - i. its and any of Infrastructure NSW's consultant's previous experience and dealings with the Competitor and Competitor team members; and any information about the Competitor and Competitor team members which is in the public domain; and
 - ii. the disclosure of information to the Institute in accordance with clause 3.3 to the extent that information forms part of the final Jury report at the conclusion of the Competition.

5.17 Others To Be Bound

The Competitor must ensure that any person to whom it supplies any information or documentation related to the Competition will be bound by the terms of confidentiality and conflicts of interest as set out in these Conditions and in the Confidentiality Deed Poll and Conflict of Interest Deed Poll.

6. INFRASTRUCTURE NSW OBLIGATIONS

Infrastructure NSW must provide the Competitor with reasonable access to information held by Infrastructure NSW that is not subject to any obligations of confidentiality on the part of Infrastructure NSW.

7. DELIVERABLES

7.1 Stage One Deliverables

Competitors are required to provide a Stage One Submission in consideration of the Stage One Evaluation Criteria. Deliverables for Stage One are as follows:

7.1.1 Stage One Design Deliverables

| Item | Deliverable | Description | Format |
|------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| | Stage One Design Report | A single consolidated document including items 1 to 5. | |
| 1 | Executive Summary | A concise summary of items 2 to 5 below. | 1 x A3 (PDF) |
| 2 | Team Composition and Capability | A response outlining your nominated Competitor team members, their experience and roles and contributions to the Project. The response should also outline industry recognition through prizes, awards and publications for projects and work undertaken relevant to the Project. | Up to 7x A3 (PDF) |
| 3 | Past Experience | A selection of previous work that demonstrates experience in relation to the capabilities outlined in the Design Methodology. | 6x A3 (PDF) |
| 4 | Task Appreciation | A high-level design statement communicating your full understanding of the task; demonstrating your appreciation of the Design Brief. | Up to 4x A3 (PDF) |
| 5 | Design Methodology | A statement of methodology, describing the Competitor's approach to partnership with clients and users, process of collaboration amongst its team, approach to Designing with Country, and capacity to deliver the project in NSW. | Up to 4x A3 (PDF) |

See Document 3.1 Stage One Response Schedule for full details.

7.1.2 Stage One Risk Deliverables

| Item | Deliverable | Description | Format |
|------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------|
| | Stage One Risk Report | A single consolidated document including items 1 to 3. | |
| 1 | Eligibility | | |
| 2 | Competitor Team Composition | Outline of the entities that form part of the Competitor team, including both Required Design Team and Discretionary Expertise. | A4 PDF |
| 3 | Legal Structure | Outline of the Competitor team's intended legal structure for the purposes of contracting. | A4 PDF |

| Item | Deliverable | Description | Format |
|------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| | Submission Attachments | Attachments registering Competitor details, agreements and declarations. | |
| 1 | Submission Form | A pro-forma document (Attachment 1) outlining Competitor details and an agreement to comply with the Supplier Code of Conduct (NSW, 2019). | 1x Pro-forma (PDF) |
| 2 | Conflict of Interest Deed Poll | A pro-forma document (Attachment 2) outlining the Competitor's conflict of interest declarations (if any). If Competitors are concerned that conflicts of interest exist, this form must be submitted at the Competitor's earliest convenience in Stage One, and again at the time of lodgement. | 1x Pro-forma (PDF) |
| 3 | Commitment of Time Schedule | A pro-forma document (Attachment 3) outlining the time commitment of members of the Competitor team throughout the project post-Competition. This document should be submitted as part of the Competitor's response to 2 of the Stage One Design Report. | 1x Pro-forma (XLS) |

7.1.3 Pre-Stage Two Risk Deliverables

Shortlisted Competitors are required to provide the following risk deliverables shortly after the commencement of Stage Two

| Item | Deliverable | Description | Format |
|------|----------------------|-----------------------------------------------------------------------------------------------|--------|
| | Competitor Deed Poll | A Deed Poll reconfirming the Shortlisted Competitor's Design Team and levels of participation | A4 PDF |

7.2 Stage Two Deliverables

Competitors are required to provide a Stage Two Submission in consideration of the Stage Two Evaluation Criteria. Deliverables for Stage Two are as follows:

7.2.1 Stage Two Design Deliverables

| Item | Deliverable | Description | Format |
|------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1 | Design Reports | A single consolidated document including items 1.1 to 1.5. | |
| 1.1 | Design Vision Report | A report outlining the key design strategies and over-arching concepts of the design response, including the planting strategy, structural elements of the landscape design, amenities and built form (including architectural features). The report should include key urban design strategies and how these meet the urban design aspirations of the Design Brief. | 6 x A3 PDF |
| 1.2 | Public Art Report | A statement outlining the public art concept of the Submission, including the underpinning vision, the proposed fabrication methodology and materiality. | 6 x A3 PDF |
| 1.3 | Functional Statement | A statement outlining the spatial and functional design strategies within the Submission, including all amenities and built form. | No more than 4 x A3 PDF |
| 1.4 | Technical and Operational Statement | A statement outlining the Submission's response to the technical and operational requirement of the Design Brief. | No more than 4 x A3 PDF |
| 1.5 | Viability Statement | A report outlining the viability of the proposal against the budget, planning and programmatic requirements of the Design Brief. | No more than 2 x A3 PDF |
| 2 | Drawings | Required plans, sections, elevations, renders and diagrams to describe the design response. | No more than 22 x A1 PDF |
| 3 | Image Archive | Archive of all images used within the design response. | At 300 dpi zip |
| 4 | Presentation File | A presentation file to support the 30 minute live presentation with the Jury. | PDF or Powerpoint |
| 5 | Area Schedule including Cost Plan | Using the pro-forma templates provided, identify costs of all proposed areas and features. | Excel |

7.2.2 Stage Two Risk Deliverables

| | | | |
|---------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 6 | Contract Departures | Requested Departures to the Contract including the Services Brief. To be submitted at midpoint of Stage Two. | A4 PDF |
| 7 | Risk Report | A single document including the following: <ul style="list-style-type: none">• Management Systems• Insurances• Procurement Policy Requirements• Full sub-consultant list To be submitted at midpoint of Stage Two. | A4 PDF |
| Not assessed | | | |
| 8 | Fee Proposal | Using the pro-forma template provided, outline the Competitor's fee proposal. | Excel |

7.3 Contract Departures

To the extent that any departures are considered necessary in order to comply with legal or third-party obligations, the Competitor will be required to submit proposed departures to the Contract at the midpoint of Stage Two.

Infrastructure NSW will undertake an initial review to identify any proposed material departures to the Contract that it does not have scope to negotiate. Competitors will be offered a chance to withdraw any such unacceptable Contract departures or otherwise be disqualified from the Competition.

To the extent that there are any remaining proposed departures to the Contract, they are to be provided as part of Stage Two by way of mark up together with an explanation for the rationale for the departure for Infrastructure NSW's review.

Failure by the Nominated Winner and Reserve Winner to agree the form of Contract (including the Scope of Services) may lead to the termination of the Competition.

7.4 Fee Band

Infrastructure NSW wishes to ensure that fees proposed by Stage Two Competitors in relation to the Scope of Services are within fair and reasonable expectations for the services as defined in the Contract. To this end Infrastructure NSW will engage a quantity surveyor in the design competition, to evaluate the Scope of Services within the Contract, and

to calculate an appropriate professional services Fee Band that is adequate to undertake the defined Scope of Services. This Fee Band will relate to the lump sum fee for design services (excluding services related to public art) in accordance with the Contract, as well as unit rates for variation works. This Fee Band will be determined prior to the receipt of the Stage Two Design Competition Submission to determine an acceptable fee range. This will be provided to the Competition Advisor, and will not be disclosed to Competitors.

7.5 Fee Proposal

Each Competitor is required to submit a fee proposal as a separate file with their Stage Two Submission. This will comprise a completed Fee Schedule detailing the Competitor's proposed lump sum fee for all design Services for the Project as specified in the Contract, as well as unit rates that will be used to value any variations. The Fee Proposal shall be fixed for a 12-month period from the close of lodgement for Stage Two.

All fee proposals will be provided to the Competition Advisor only and will remain confidential until the Jury has voted and determined the Nominated Winner and Reserve Winner. The Probity Advisor will witness the completion of the Jury evaluation process and its outcomes, with those outcomes signed and endorsed by the Jury.

After this time the Nominated Winner's fee proposal will be opened by the Competition Advisor, in the presence of Infrastructure NSW.

If the Nominated Winner's fee proposal is within the fee band, it is Infrastructure NSW's intention to enter into the Contract with the Nominated Winner for the fees proposed in the fee proposal.

If the fee proposal is outside the fee band, Infrastructure NSW may choose to enter into negotiation with the Nominated Winner to reach agreement on a fee.

If Infrastructure NSW chooses not to enter into negotiation with the Nominated Winner, or if an agreement acceptable to Infrastructure NSW is not reached, Infrastructure NSW may choose to enter into negotiation with the Reserve Winner.

If Infrastructure NSW chooses not to enter into negotiation with the Reserve Winner, or if an agreement acceptable to Infrastructure NSW is not reached with the Reserve Winner, Infrastructure NSW may terminate the Competition.

8. EVALUATION CRITERIA

The design criteria (Design Criteria) evaluation will be undertaken by the Jury. The Jury will be supported in its evaluation by Advisors. The risk criteria (Risk Criteria) evaluation will be undertaken by Infrastructure NSW, with assistance from the Competition Advisor as may be necessary.

In the event a Competitor fails to pass Risk Assessment upon lodgement of a Stage One Submission the Competitor will be advised of this. This may lead to one of the following consequences:

- disqualification from the Competition;
- a requirement to resolve outstanding Risk Assessments, prior to proceeding to Stage One evaluation by the Jury;
- the Stage One Submission to be considered as non-conforming but progress to the detailed evaluation, with the intention of resolving the areas of non-compliance prior to Contract execution.

The Jury will first assess the Threshold Criteria (Past Experience) to determine competitive EOI Submissions, before undertaking assessment of all Design Criteria. The Jury reserves the right, at its absolute discretion, to set aside from further consideration any EOI Submission which does not sufficiently meet this Threshold Criteria.

STAGE ONE

8.1 Stage One Design Criteria

The Jury will have regard to each of the specific evaluation criteria identified below:

CRITERION 1: Team Composition and Capability (25%)

The capability of the Competitor team, based on the team's composition, credentials, contribution to the Project, and the capability of the team based on industry recognition, through prizes, awards and publications, for projects and work undertaken that is relevant to the Project.

CRITERION 2: Threshold Criteria: Past Experience (25%)

The Competitor's ability to demonstrate their success in previous projects that are relevant to the Project.

CRITERION 3: Task Appreciation (25%)

The Competitor's ability to demonstrate their understanding and appreciation of the Design Brief requirements.

CRITERION 4: Design Methodology (25%)

The Competitor's ability to demonstrate their process of design service delivery, how they work, modes of collaboration and engagement, as relevant to the Project.

8.2 Stage One Risk Criteria

Infrastructure NSW will have regard to each of the specific evaluation criteria identified below:

- **CRITERION 1:** Eligibility Requirements (pass/fail)
- **CRITERION 2:** Required Expertise (pass/fail)
- **CRITERION 3:** Competitor Legal Structure (pass/fail)

8.3 Shortlisted Competitor Risk Criteria

Prior to commencement of Stage Two Shortlisted Competitors will be required to provide additional risk deliverables. Infrastructure NSW will have regard to the specific evaluation criteria identified below, assessed prior to the commencement of Stage Two:

- ~~**CRITERION 1: References**~~ (pass/fail)
- **CRITERION 2:** Competitor team Changes (pass/fail)

STAGE TWO

8.4 Stage Two Design Criteria

In reviewing Stage Two Submissions the Jury will have regard to the following Design Criteria:

CRITERION 1: Design Vision (30%)

The strength and resolution of the landscape architectural proposition and urban design outcomes of the Submission, and its ability to meet the requirements of the Design Brief.

CRITERION 2: Public Art (20%)

The strength and resolution of the Public Art concept and its ability to meet the aspirations and objectives of the Design Brief.

CRITERION 3: Functional Response (20%)

The Submission's ability to optimise the functional opportunities of the Project, in accordance with the Design Brief.

CRITERION 4: Technical and Operational (20%)

The Submission's ability to meet the technical and operational considerations of the Project, in accordance with the Design Brief.

CRITERION 5: Viability (10%)

Capacity for the Submission to meet the budget, planning and programmatic requirements of the Project and Site.

8.5 Stage Two Risk Criteria

Upon commencement of Stage Two, Infrastructure NSW will have regard to the specific evaluation criteria identified below:

- **CRITERION 1:** Compliance with Contract (pass/fail)
- **CRITERION 2:** Management Systems (pass/fail)
- **CRITERION 3:** Insurances (pass/fail)
- **CRITERION 4:** Social Procurement Policies of NSW (pass/fail)
- **CRITERION 5:** Nominated list of Sub-Consultants (pass/fail)
- **CRITERION 6:** Compliance with Budget (pass/fail)

Infrastructure NSW will assess Criteria 1-5 prior to the close of Stage Two and Criterion 6 following the close of Stage Two. Should any Sub-Consultant assessed in relation to Criterion 5 fail please see clause 5.7.4.

9. LODGEMENT

9.1 ShareFile

In order to participate in the Competition, all Competitors must use ShareFile and shall be responsible for complying with any terms and conditions for the use of ShareFile in order to do so.

Submissions must be lodged via ShareFile before the lodgement dates as specified in the Competition Schedule in accordance with clause 4.4.

Submissions directing Infrastructure NSW to another host site for collection of documents are not acceptable.

Competitor responses lodged electronically will be treated in accordance with the NSW Electronic Transactions Act 2000.

9.2 Late Submissions

Submissions must be lodged before the closing time (Closing Time) specified in these Conditions for Stage One and Stage Two.

Infrastructure NSW may, at its absolute discretion, extend the Closing Time for the Competition by providing written notice to Competitors.

Submissions lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in these Conditions will be disqualified from the Competition and will be ineligible for consideration, except where Infrastructure NSW is satisfied that late lodgement of the Submission:

- a. resulted from the mishandling of the Submission by the Competition Advisor; or
- b. was hindered by a major incident and the integrity of the Competition will not be compromised by accepting a Submission after the relevant Closing Time; or
- c. where the acceptance of the late Submission would not compromise the integrity and competitiveness of the process.

All Submissions lodged after the relevant Closing Time, and not found to have met the conditions of (a), (b) or (c) will be recorded by the Competition Advisor, who will inform the Competitor of its ineligibility for consideration.

The determination of the Competition Advisor as to the actual time that a Submission is lodged and whether to accept the late Submission on the above considerations is final.

9.3 Language

All text submitted for the Competition must be in English.

9.4 Format and Contents

Competitors must ensure that their Submission provides all the information required as set out in the Response Schedule (Stage One) and Response Schedule (Stage Two), and in the format as required.

Infrastructure NSW may in its absolute discretion reject a Submission that does not include the information requested or is not in the format required.

Word and page limits where specified should be observed and Infrastructure NSW reserves the right to disregard any parts of the Submission exceeding the specified word limit or the format required.

9.5 Illegible Content, Alteration and Erasures

Incomplete Submissions may be disqualified or evaluated solely on the information contained in the Submission.

The Competition Advisor, the Jury and Infrastructure NSW may disregard any content in a Submission that is illegible and will be under no obligation whatsoever to seek clarification from the Competitor.

Infrastructure NSW may decline to consider for acceptance, Submissions that cannot be effectively evaluated because they are incomplete or corrupt.

9.6 Notification of Errors in Submission

If, after the Competitor has provided a Submission, the Competitor becomes aware of an error in the Submission (excluding clerical errors which would have no bearing on the evaluation of the Submission) the Competitor must promptly notify the Competition Advisor of such error.

The Competition Advisor may permit a Competitor to correct an unintentional error in a Submission where that error becomes known or apparent after the relevant Closing Time, but in no event will any correction be permitted if it is reasonably considered that the correction would materially alter the substance of the Submission.

9.7 Withdrawal of Submissions

A Competitor who wishes to withdraw a Submission during Stage One must provide the Competition Advisor with written notice. Such notice must be given by the Competitor's Authorised Representative.

9.8 Non-Compliant Submissions

Where the Competition Advisor deems that a non-compliant Submission can be remedied without undue advantage or disadvantage to any other Competitor, the Competition Advisor may request the non-complying Competitor to undertake the proposed remedial action and specify the time for it to be complete.

10. ATTENDANCE

10.1 Briefings

To ensure Competitors have the opportunity to clarify the requirements of the Competition, there will be a briefing at the commencement of Stage One and Stage Two.

10.2 Workshops

Stage Two will include a workshop (Workshop) to be attended by one or more representatives from each of the Shortlisted Competitors. Competitors will have an opportunity to discuss the development of their concept designs. Jury representatives and technical advisors, with oversight of the Competition Advisor, will be available to help with specific questions regarding the Design Brief.

The primary aim of this process is to improve the quality of Submissions. The meetings are not intended as an opportunity for Competitors to market their product or Services.

Competitors are encouraged, but not required, to use this workshop to clarify their approach in order to minimise the risk of any misunderstandings of the Design Brief requirements. Competitors are required to comply with the Workshop Protocols.

10.3 Workshop Protocols

The following protocols apply to the conduct of any Workshops to be held during Stage Two:

- a. Individual Workshops will be conducted with each individual Competitors. Competitors will not be present at other Competitor's Workshops.
- b. Competitors will have equal opportunity to engage with the Jury and Advisors via the Workshop.
- c. Workshops will include some Jury Members, as well as Infrastructure NSW Representations and members of the advisory panels, its Probity Advisor and Competition Advisor. It is intended that the same representatives will attend all workshops.
- d. Unless otherwise agreed, the Competitor must prepare an agenda of items to be discussed which shall be provided to Infrastructure NSW at least two (2) business days prior to the Workshop.
- e. Competitors will be entitled to seek clarification during the Workshops on any aspect of their Submission and the extent to which it responds to the Jury's requirements, and on other issues relating to information set out in the Competition.
- f. Competitors' questions are to be restricted to clarifying specific aspects of the Competition or seeking the Jury's view as to whether it considers an element of the Competitor's Submission addresses the requirements of the Competition.
- g. Competitors are not to seek endorsement, approval or evaluation of concepts or other issues. Importantly, the Competitor acknowledges that the process does not in any way constitute endorsement, approval or 'evaluation' of the concept, and does not form part of the evaluation process.
- h. The Jury will endeavour to provide feedback regarding its views on the information submitted during the Workshops, including what it considers to be both positive and negative aspects of the Competitor's solutions and concepts. Such comments however are not to be interpreted as directions or instructions. The Competitor must form its own view on how to incorporate feedback into its Competitor design response.
- i. The Jury or Infrastructure NSW representatives will not advise on 'preferred options' or make comments to infer which option, if there are more than one, is better than others.
- j. Each Competitor acknowledges that whilst the Jury will endeavour to draw its attention to an element of the Competitor's Submission that it considers may be inconsistent with the Competition, or fails to adequately meet the Jury's requirements, the Jury cannot and does not represent that every inconsistency or issue will be detected and/or commented upon. Consistent with the above, the Competitor agrees that silence from Jury does not in any way constitute endorsement.
- k. At the end of every Workshop, the Jury will review the discussion and responses provided to the Competitor. Where the Competition Advisor, with advice as required from the Probity Advisor, considers that information has been provided to the Competitor that was not included in the Competition documents, the relevant information will be circulated to all Competitors unless the Probity Advisor considers it may breach confidentiality relating to the Competitor's Submission.
- l. The Jury may decline to discuss any, or all issues raised by the Competitor.
- m. The Jury may elect to take a Competitor's question on notice and provide a subsequent written response.
- n. Under no circumstances will any discussion of other Competitor's concepts or Submissions be permitted.
- o. No material or information may be left with the Jury at the end of the Workshop unless expressly agreed by the Competition Advisor and recorded.

10.4 Stage Two Presentation

All Competitors participating in Stage Two are required to attend and present their Submissions and/or answer questions in relation to the Submission, with the Jury and other Advisors as may be required. The dates for attendance are outlined within the Schedule in clause 4.4. Stage Two presentations (Presentations) for competitors will be scheduled with proponents advised of timing in advance.

Unless otherwise notified in advance by the Competition Advisor, all presentations will be live and in person.

Other than as identified in clause 12, Competitors will be responsible for their costs to attend presentations.

11. COMMUNICATIONS

11.1 General Communications

Competitors must not communicate with Infrastructure NSW, the Jury Members or any other Infrastructure NSW agency or Advisor in relation to the Competition.

With the exception of issue resolution and complaints (see clause 11.4) in relation to the Competition, which will be managed in accordance with clause 11.4, any communication of any kind in relation to this Competition that a Competitor may wish to initiate must be addressed in writing to the Competition Advisor via the Q&A on ShareFile.

11.2 Questions and Answers

Questions related to the Design Brief and Conditions must be:

- a. received in writing via ShareFile (clause 9.1);
- b. within the time specified in the Schedule (clause 4.4); and,
- c. submitted by Authorised Representatives only.

Questions will be responded to as soon as possible, and within no more than five working days, with questions and answers sent to all Competitors.

A summary of questions without attribution will be issued to all Competitors.

If Competitors do not wish a question to be provided to all Competitors as it may include confidential information, the Competitor must clearly identify that the question is 'CONFIDENTIAL'.

If the Competition Advisor, in consultation with the Probity Advisor, considers that it is appropriate for all Competitors to be advised of the question and the response, the Competition Advisor may give the Competitor the opportunity to withdraw or amend the question. If the question identifies a matter that the Competition Advisor considers necessary to be addressed, the Competition Advisor may address the matter with all Competitors.

Questions specifically and only related to Competition lodgement may be asked after the Question Period closes, up until the Closing Time.

Under no circumstances will questions be answered, if received by phone, or means other than outlined above.

Competitors that ask a question/s that risks a potential breach of Intellectual Property Rights, as deemed by the Competition Advisor, will be advised the same, and will not be answered. Neither Infrastructure NSW nor the Competition Advisor will be held liable for any real or perceived breach of confidentiality, in relation to issuing received questions and answers to all Competitors.

11.3 Unauthorised Communications

Communications (including promotional or advertising activities) with employees of Infrastructure NSW or advisors/consultants assisting Infrastructure NSW with the Competition Process are not permitted during the Competition Process

except as provided with these Conditions, or otherwise with the prior written consent of the Competition Advisor.

Competitors must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Competition Process in any way.

Unauthorised communications with such persons may, in the absolute discretion of Infrastructure NSW, lead to disqualification of a Competitor.

Nothing in this clause is intended to prevent communications with employees of, or consultants to Infrastructure NSW, to the extent that such communications do not relate to this Competition Process.

11.4 Issue Resolution and Complaints

Infrastructure NSW is committed to ensuring that the Competition is fair and equitable for all parties.

Any probity issue of concern or complaint about the Competition must be submitted to the Probity Advisor (see clause 15.4) in writing immediately upon the cause of the issue of concern or complaint arising or becoming known.

The Probity Advisors contact details are listed in clause 15.4.

Issues of concern not relating to Probity should be directed in writing to the Competition Advisor.

Complaints submitted will be addressed promptly and responded to in writing.

12. HONORARIA

All Competitors participating in Stage Two will be paid an honorarium in accordance with these Conditions. The honorarium payments will be made regardless of whether the Project proceeds or whether the Competitor is the Nominated Winner, Reserve Winner or unsuccessful in the Competition.

As noted in clause 5.11, no payment will be made where a Competitor has withdrawn their Submission.

Infrastructure NSW has no obligation to make payment to Competitors in relation to the Competition other than the honorarium payment under this clause.

All honorarium payments under the Conditions are GST exclusive unless stated otherwise.

Shortlisted Competitors will be paid an honorarium of \$100,000 AUD ex GST for preparation of their Stage Two submission.

50% of this amount will be payable upon lodgement and acceptance of Requested Departures to the Contract and Scope of Services at the midway of Stage Two (see clause 7.2.2).

50% of this amount will be payable upon lodgement and acceptance of final Stage Two Submissions.

In addition, where a Competitor includes Competitor team members from outside NSW, reasonable travel expenses will be provided to assist with Competitor travel during Stage Two. Travel expenses will be paid provided all such costs are agreed in advance in writing with Infrastructure NSW, and that receipts are provided, and relate to the necessary travel of international Competitor team members for the purposes of the Competition.

13. NOTIFICATION OF OUTCOME

13.1 Notification of Stage One Outcome

At the conclusion of Stage One evaluation, Competitors will be formally advised whether they are:

- a. shortlisted to proceed to Stage Two; or
- b. not Shortlisted to proceed to Stage Two.

A short, written general report will be provided to all Stage One Competitors at this time.

13.2 Notification of Stage Two Outcome

At the conclusion of Stage Two evaluation, and pending the outcomes of clause 7.3, 7.4 and 7.5, Competitors will be formally advised whether they are:

- a. the Nominated Winner of the Competition; or
- b. not the Nominated Winner of the Competition.

After Stage Two a debriefing session can be arranged with Infrastructure NSW for unsuccessful Competitors. The debriefing process will be limited to the unsuccessful Competitor's Submission. No comparisons will be made with the winning Submission and the debriefing process will not be used to justify the selection of the successful Submission.

14. POST COMPETITION AND CONTRACT

14.1 Form of Contract and Scope of Services

Infrastructure NSW intends to appoint the Nominated Winner or Reserve Winner (subject to clause 7.5) as Consultant for the Project subject to reaching a satisfactory consultancy agreement. A Professional Services Contract is provided with Stage One documents (see clause 4.5.2) and will be used as the basis for the consultancy agreement. This contract, along with a draft extract of the Scope of Services will be provided at the commencement of Stage One. Competitors who have queries or requested departures may submit them during Stage Two. These will be assessed by Infrastructure NSW, with any unacceptable departures advised to the Competitor. In lodging a Stage Two Submission all Shortlisted Competitors are required to confirm their acceptance of the terms of the Contract, following the review of departures and return advice to the Competitor.

In the absence of agreement on departures, Competitors who fail to confirm acceptance of the Contract may be disqualified from further consideration (see clause 7.3).

Following the decision of the Jury and endorsement by Infrastructure NSW, further and final negotiations, if required, will be undertaken between the Winner and Infrastructure NSW, prior to execution of the Contract.

14.2 Consultancy Agreement

Infrastructure NSW intends to appoint the Nominated Winner or Reserve Winner (subject to clause 7.5) as the Consultant for the Project subject to reaching a satisfactory consultancy agreement.

14.3 Preparation and Execution of Contract

The Contract shall incorporate the accepted parts of the Submission and the fee proposal.

Infrastructure NSW shall prepare the execution version of the Contract with the Consultant.

The execution of the Contract will create a legally binding agreement between Infrastructure NSW and the Consultant for the Project.

The Consultant will commence development of their design immediately upon execution of the Contract and continue designing in accordance with the Scope of Services.

14.4 Arrangements Before Contract

In the event that the Lead Designer does not have an office in Sydney, Infrastructure NSW may require that the Consultant agrees to establish an office in Sydney. If required to do this, the Competitor agrees to control all design documentation for the Project through that office. The Lead Designer will also engage an Architect registered in Australia to undertake all architectural documentation.

15. MANAGEMENT OF THE COMPETITION

15.1 Infrastructure NSW Representative

Infrastructure NSW Representative is: **Nicole Robinson**
Senior Manager, Planning & Design

15.2 Role of Infrastructure NSW

Infrastructure NSW:

- a. is authorised to conduct this Competition, to make all required decisions and determinations in relation to it, and to make all required payments to Competitors;
- b. will promptly inform the Competition Advisor of any actual, potential or perceived conflict of interest,
- c. will engage the Consultant under the Contract in accordance with the process set out in these Conditions; and
- d. will evaluate the Risk Criteria throughout the Competition.

15.3 Competition Advisor

The Competition Advisor is CityLab, represented by:

- Andrew Mackenzie, Director
- Annie Ryan, Associate
- David Struik, Project Manager

The Competition Advisor:

- a. is authorised by Infrastructure NSW to prepare and coordinate this Competition and will consult with Infrastructure NSW in relation to all necessary decisions and determinations in relation to the Competition;

- b. will ensure that confidentiality is maintained throughout the Competition;
- c. will ensure that all entries comply in all respects with these Conditions, and disqualify (in consultation with the Probity Advisor, where applicable) any Submission that does not comply;
- d. will ensure that Competitors have the opportunity to ask questions and receive answers to all questions asked by Competitors, where relevant;
- e. will promptly notify Competitors of any material change in the Conditions, key dates, the Design Brief, or the constitution or identity of any of the key participants, including Jury Members
- f. must promptly respond and take appropriate action after advice of any actual, potential or perceived conflict of interest; and,
- g. will be the key point of contact for both Competitors and Jury Members with the Competition.

15.4 Probity Advisor

The Probity Advisor is O'Connor Marsden & Associates represented by: **Sarah Mullins, Partner**
Email address smullins@ocm.net.au

The Probity Advisor:

- a. will take reasonable steps to ensure the Competition is conducted fairly, equitably and with integrity; and,
- b. consider and take reasonable steps in relation to any probity issues that emerge over the course of the Competition.

15.5 Jury

The Jury will include:

Chair **Hon. Paul Keating**
Oi Choong
Ivan Harbour
Jefa Greenaway
Catherine Mosbach

The Jury:

- a. Will review and be fully knowledgeable of all Competition documents relevant to Stage One and Stage Two;
- b. Will review Stage One Submissions and select a shortlist of up to five Competitors to proceed to Stage Two;
- c. May attend, but are not required to attend, a Stage Two Workshop;
- d. Will review Stage Two Submissions and select a Nominated Winner and Reserve Winner, based on the Jury's consideration of the Design Criteria; and,
- e. assist in drafting Jury reports at each stage.

Jury Members will remain the same, subject to the need for inclusion of any reserve juror, for all stages of the Competition that require evaluation of a design concept.

The Jury may not consider any Submission if the Competitor is assessed by the Competition Advisor and Infrastructure NSW (in consultation with the Probity Advisor) to be ineligible by reason of clause 5.2 or if the Competitor is disqualified (including in the circumstances described in clause 5.6 and 5.11).

All decisions by the Jury will be final. To the maximum extent permitted by law, there will be no right of review or appeal on these matters.

15.6 Technical Advisory Panels

The Jury will be supported in the evaluation by the following Advisory Panels:

15.6.1 Art Advisory Working Group

The Art Advisory Working Group will include:

- **Felicity Fenner** (Special Advisor)
- **Annie Tennant**
- **Leon Paroissien**

The Art Advisory Working Group will review, provide advice and endorse:

- a. The Design Brief;
- b. Public art consultants;
- c. The delivery of public art at Harbour Park;
- d. Feedback to Competitors;
- e. Advice to the Jury regarding all aspects of the Submissions that relate to public art;
- f. Opportunities to improve the Competition process; and,
- g. Any other public art matters as required.

15.6.2 First Nations Working Group

The First Nations Working Group consists of:

- **Alison Page** (Chair)
- **Nathan Moran**
- **Rowena Welsh-Jarrett**

The First Nations Working Group will review, provide advice and endorse:

- a. The Design Brief;
- b. Designing with Country consultants;
- c. Feedback to Competitors;
- d. Advice to the Jury;
- e. Opportunities to improve the Competition process;
- f. The delivery of public art or heritage interpretation, notably, public art or interpretive elements which involve Aboriginal culture, tradition and/or language; and,
- g. Any other Aboriginal cultural matters as required.

15.7 Other Advisors

In Stage Two, the Jury will be supported in the evaluation by the following advisors:

- Independent Quantity Surveyor:
WT Partnership Australia
- Independent Wind Consultant:
Rowan Williams Davies & Irwin Inc. (RWDI)
- Events and Activation Advisors
Placemaking NSW and Infrastructure NSW

Other Advisors may be engaged by the Jury if required.

The Jury Infrastructure NSW will be supported by a legal advisor in relation to legal matters related to the Competition and/or contracting. The legal advisor is **Brad Kelman**, General Counsel, Corporate Services, Infrastructure NSW.

16. PROCEDURES TO PROTECT THE INTEGRITY OF THE COMPETITION

16.1 General

The following procedures are to ensure equality of treatment and access and to preserve the probity of the Competition. The success of the Competition requires all Competitors to adhere to strict standards of behaviour throughout the process. It is imperative that the probity of the process is maintained and that all Competitors are treated fairly and equally and have the same opportunity to participate in the Competition.

The Competitor acknowledges and agrees, as a condition of its participation in the Competition:

- to comply with these Conditions;
- to ensure that its associates in relation to the Competition comply with these Conditions;
- to act at all times consistently with the above governing principles and not to engage in activities or behaviour which bring, or which have the potential to bring, any part of the Competition into disrepute or so as to compromise the probity, integrity or equality of the Competition;
- to disclose to the Competition Advisor any conflict of interest in relation to the Competition;
- to cooperate fully with Infrastructure NSW, the Competition Advisor or the Probity Advisor, including by providing relevant information to enable each of the Infrastructure NSW, the Competition Advisor or the

Probity Advisor to conduct necessary investigations relating to potential breaches of these Conditions or seek to verify any Competitor's compliance with the Conditions at any time.

- To not engage in any corrupt practices such as bribery or offer or give other inducements to Infrastructure NSW staff or advisors or engage in any conduct whose purpose or effect is to create (or to create the appearance of) an unfair advantage; and
- To not engage in any collusive or anti-competitive conduct with any other Competitor or supplier.
- not to seek from Infrastructure NSW or their Advisors, the Jury or the Advisory Panels, preferential treatment or consideration or preferential access to information, assistance or advice with respect to or about any part of the Competition;
- not to seek access to, disclose, publish or otherwise misuse confidential information obtained, received or made available from Infrastructure NSW or pertaining to any other Competitor for the purpose of obtaining an unfair advantage in the process;
- not to obtain or attempt to obtain access to Infrastructure NSW or their Advisors, the Jury or the Advisory Panels with respect to the Competition (other than in accordance with these Conditions or in respect of matters other than the Competition);
- not to make or publish any statement or information with respect to the Competition except as allowed by these Conditions or as mandated by law or as otherwise previously agreed in writing by the Competition Advisor for the duration of the Competition;
- not to make or encourage any public comment which is intended to have, has, or has the potential to have an adverse effect on the public reputation or the consideration or treatment of another Competitor or the competitiveness of the Competition;
- not to improperly interfere with the consideration of any Submissions, the preparation or making of any report, recommendation or decision of the Jury in relation to any part of the Competition;
- not to improperly interfere with Infrastructure NSW's decision to endorse the Winner; and
- to not appeal or challenge any decision by Infrastructure NSW or its representatives, the Jury or the Competition Advisor in relation to the acceptance or rejection of any Submission.
- to not appeal or challenge any decision by Infrastructure NSW or its representatives, the Jury or the Competition Advisor in relation to the outcomes of Stage One or Stage Two evaluation.

- In addition to the terms of the Code, to not engage in any unethical or uncompetitive activity or attempt to improperly influence the evaluation of Submissions including, the canvassing of staff of Infrastructure NSW, by Competitors or their representatives.

On submission, the Competitor agrees that it must not engage in any of the forms of conduct listed below, and warrants that it has not done so:

- Canvass, coerce or lobby the Jury, Infrastructure NSW, Infrastructure NSW's employees or advisors about this Competition or its outcome;
- Payment of bribes, gifts or loans of money or property, provision of goods or services, offers of employment or contract work or other benefits to the Jury, Advisors, or Infrastructure NSW staff as an inducement (or that may give the appearance of inducement) to such persons to exert influence on the procurement process;
- Enter into any agreement or arrangement with any Competitor or supplier as to who would be appointed by Infrastructure NSW;
- Hold any meeting or discussion with any Competitor or supplier about any Submission or proposal to Infrastructure NSW by the Competitor or the competing supplier without an authorised representative of Infrastructure NSW being present;

- Hold any discussion or other exchange of information with any Competitor or supplier concerning any Submission;
- Enter into any agreement or arrangement with any Competitor or supplier for the payment of money or other reward for any Competitor or supplier not appointed by Infrastructure NSW to supply goods or services to Infrastructure NSW;
- Enter into any agreement or arrangement to receive from, pay or provide any fee, commission or other benefit or reward to any third party, including any agent, advisor, broker or other person who is in or may be in a position to influence Infrastructure NSW to appoint the Competitor to provide goods or services to Infrastructure NSW, where such agreement or arrangement has not been fully and clearly disclosed to Infrastructure NSW in its Submission;
- Enter into any agreement or arrangement with any Competitor or supplier to fix prices, margins, discounts, price formulae or other terms or conditions;
- Give any assistance to any Competitor or supplier to issue a Submission or to make a proposal, or response to Infrastructure NSW which has been deliberately priced or framed in order to be unsuccessful; and/or
- Breach of the provisions of the Competition and Consumer Act 2010 (Cwth).

The Competitor warrants that:

- it has not had corrupt access to information, information technology or other resources of Infrastructure NSW which may have given the Competitor an advantage over its competitors in bidding for appointment to provide the Services to Infrastructure NSW;
- it has fully and accurately disclosed to Infrastructure NSW, in writing, prior to submitting its Submission, the existence of any relationship between the Competitor (and any party related to the Competitor) and Infrastructure NSW personnel which may cause Infrastructure NSW and the Competitor to interact on other than an arm's length basis.

If the Competitor breaches any of the provisions of this clause, including any warranty, Infrastructure NSW may, at its option, disqualify the Competitor from participation in this Competition, terminate any Contract it may have awarded to the Competitor and ban the Competitor from participating in future procurement projects of Infrastructure NSW.

The exercise of any one or more of the foregoing rights or remedies will not prevent the exercise, by Infrastructure NSW of any other rights or remedies it may have under this Competitions, the Contract or any other contract, or under the law.

16.2 Anti-Lobbying, Improper Assistance and Solicitation

Competitors are prohibited from engaging either directly or indirectly in lobbying activities or improper interference of the Jury, Infrastructure NSW or the public with respect to any aspect of the Competition or engaging in any activities which are likely to give rise to the perception that they have engaged in lobbying activities or improper interference with respect to the Competition.

Competitors must not seek or obtain the assistance of the Jury, Infrastructure NSW employees involved in the Competition or Advisors engaged by Infrastructure NSW for the purpose of the Competition in the preparation of their Submission. In addition to any other remedies available to the State under law or contract, a Competitor may be immediately disqualified if the Competitor has sought or obtained such assistance.

Nothing in this clause will prevent contact with the Competition Advisor, or Probity Advisor in accordance with these Conditions.

16.3 Anti-Competitive Conduct

Competitors and their respective officers, employees, agents and Advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Competitor or any other person in relation to the preparation, content or lodgement of their Submissions. In addition, Infrastructure NSW in its

absolute discretion, may immediately disqualify a Competitor that it believes has engaged in such collusive or anti-competitive conduct.

16.4 Confidentiality of Information and No Public Comment

Information provided in this Competition or imparted to any potential Competitor as part of this process is confidential to Infrastructure NSW and must not be used by a Competitor or potential Competitor for any other purpose, or distributed to, or shared with any other person or organisation. Information supplied by a Competitor will not be treated as commercially confidential, unless specifically requested by the Competitor.

By submitting a Submission, each Competitor acknowledges that:

- Infrastructure NSW is under statutory obligations concerning the management and public release of information held by it; and
- it will not object to the release of any information contained in a Submission in accordance with those statutory requirements, or claim damages from Infrastructure NSW arising from such release.

Upon request, Infrastructure NSW may disclose information related to the Competitor's proposal, to other parties who hold a financial stake in the works, to enable such parties to fulfil their obligations. Infrastructure NSW will take steps to ensure confidentiality of information is not compromised.

The Competitor must:

- not make public or publish its Stage One or Stage Two Submissions until after the public announcement of the winner at Stage Two;
- make or encourage public comment in relation to its Submission, its participation in the Competition or any other matter or thing relevant to the Competition without the prior written consent of the Competition Advisor; and,
- must ensure that its associates do not make or encourage, public comment in relation to its Submission, its participation in the Competition or any other matter or thing relevant to the Competition without the prior written consent of the Competition Advisor.

16.5 Confidentiality and Disclosure of Submission

The Competitor is hereby notified that the information, including personal information within the meaning of the Privacy and Personal Information Protection Act 1998 (NSW), it provides in connection with the Competition is being collected by Infrastructure NSW for the purposes of assessing the Competitor's Submission and evaluating whether the Competitor should be selected as the Winner of the Competition. The intended recipient of the information provided by the Competitor in connection with the Competition is Infrastructure NSW, the Competition Advisor, the Jury, Advisors and any other person or entity that is referred to in these Design Competition Conditions as having a role to perform

in connection with the Competition.

In providing information in connection with the Competition, the Competitor acknowledges and agrees that any and all information it provides in connection with the Competition is being provided voluntarily and in response to the requirements of these Conditions. If the Competitor chooses not to provide the information required by these Conditions, this may (in the absolute discretion of Infrastructure NSW) result in the Competitor being excluded from the Competition.

Infrastructure NSW and the Competition Advisor will maintain the confidentiality of all Competitors' Submission until the Jury's decision is announced. Infrastructure NSW will not disclose Submissions or design information except:

- a. as required by law (including, for the avoidance of doubt, as required under the Freedom of Information Act 1992);
- b. to external consultants and advisors of Infrastructure NSW engaged to assist with the Competition;
- c. general information from Competitors required to be disclosed by government policy; or
- d. otherwise in accordance with these Conditions.

A party must not disclose Confidential Information disclosed to it by the other party except:

- with the prior written consent of the disclosing party; or
- in accordance with the terms

of these Conditions.

16.6 Compliance with Laws

Each Competitor and its team must comply at all times with all relevant laws in preparing and lodging its Submission and in taking part in the Competition.

These Conditions are governed by the laws applying in the State of NSW and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of NSW.

Each Competitor must comply with all relevant laws in preparing and lodging its Submission and in taking part in the Competition.

The Competitor:

- submits to the exclusive jurisdiction of the courts of NSW and any courts that may hear appeal from those courts in respect of any proceedings in connection with these Conditions; and
- may not seek to have any proceedings removed from the jurisdiction of NSW on the grounds of forum non conveniens.

17. RIGHTS AND WARRANTIES

17.1 Intellectual Property

17.1.1 Intellectual Property Rights in Competition Documents

Infrastructure NSW owns the copyright in Competition Documents. Competitors obtaining or receiving these Conditions and any other documents issued in relation to the Competition from Infrastructure NSW or on behalf of Infrastructure NSW may use the Conditions and any other documents only for the purpose of preparing a Submission and otherwise in accordance with these Conditions.

The lodgement of a Submission does not imply a transfer of any Intellectual Property of Infrastructure NSW to the Competitor or of the Competitor to Infrastructure NSW.

All Intellectual Property Rights as may exist in the documents provided to Competitors by or on behalf of Infrastructure NSW in connection with the Competition are owned by (and will remain the property of) Infrastructure NSW except to the extent expressly provided otherwise. These Conditions do not affect the ownership of any Intellectual Property Rights in any Submission.

Competitors obtaining or receiving these Conditions and any other documents issued in relation to the Competition from Infrastructure NSW or on behalf of Infrastructure NSW may use the Conditions and any other

documents only for the purpose of preparing a Submission and otherwise in accordance with these Conditions.

The Competitor must, if requested by Infrastructure NSW and at Infrastructure NSW's expense, do all such acts necessary to assist Infrastructure NSW in protecting its interest in the Intellectual Property.

The Competitor is absolutely liable to Infrastructure NSW for any loss or damage (of whatever nature) arising from disclosure of the Intellectual Property where such disclosure:

- was made by the Competitor or persons obtaining the Intellectual Property through Infrastructure NSW; and
- the disclosure was not made in accordance with the terms of these Conditions

The Competitor agrees that it must not:

- except as expressly authorised by the terms of these Conditions disclose the Intellectual Property (or any part of the Intellectual Property) received by it from Infrastructure NSW to:
 - any person, related body corporate or body corporate with whom it has an understanding or affiliation; and
 - any other person (whether governmental, corporate or individual) except in accordance with the terms of these Conditions; and

- do any act or thing that leads, or may lead, to:
 - a reduction in the value of the Intellectual Property; or
 - the Intellectual Property being brought into disrepute or otherwise adversely affected; or
 - it holding itself out as being entitled to any proprietary interest in the Intellectual Property.

17.1.2 Intellectual Property Rights in Submissions

These Conditions do not affect the ownership of any Intellectual Property Rights in any Submission. All Intellectual Property Rights in the design proposals remain with the Competitor and its authors and transfer of ownership to other parties for commercialisation or sale, post-Competition, is at the Competitor's discretion.

All Intellectual Property owned by the Competitor remains with the competitors. Submission material will only be used with express permission of the Competitors, except for the purposes of the Competition, as identified within these Conditions. Should Infrastructure NSW wish to use such material for reasons other than the Competition and its communications, it will seek license to do so. Permission to use such material should not be unreasonably withheld.

By making a Submission, the Competitor licenses Infrastructure NSW to use the material contained in the Submission

for the purposes of managing this Competition and communicating its outcomes.

If a Competitor becomes aware of a person using the Intellectual Property without the apparent approval of Infrastructure NSW then it must immediately notify the Competition Advisor.

17.1.3 Use of Submission by Infrastructure NSW

By entering the Competition, the Competitor:

- a. acknowledges and agrees Infrastructure NSW and other project stakeholders will have the right to exhibit, photograph, archive, electronically store, duplicate or record the Submission without fee or restriction;
- b. grants Infrastructure NSW and other project stakeholders an irrevocable world-wide, royalty free, non-exclusive, perpetual, freely transferable, sub-licensable (with a right to sub-licence) licence to use, edit, copy, sub-licence and reproduce the Submission in any way for the purposes of conducting or promoting the Competition and agrees that there is no fee or cost for this licence
- c. acknowledges that the Competitor's Submission and name may be made publicly available by Infrastructure NSW in its discretion and may be accessible to the general public to view; and

-
- d. warrants that it is able to grant Infrastructure NSW the licences specified in these Conditions and, for this purpose, has obtained any necessary consents or licences from third parties.

Infrastructure NSW will take all reasonable care to ensure the appropriate attribution of intellectual property rights of each Competitor in each such exhibit or public display.

17.2 Warranties and Indemnity

By entering the Competition, each Competitor warrants that:

- a. the Competitor owns (or has the right to exercise) the Intellectual Property Rights in each Submission, such that the Competitor is able to grant the licencing of materials as set out in these Conditions;
- b. the use, copying or other exploitation by Infrastructure NSW or any third party of the Competitor's Submission in accordance with these Conditions will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, confidentiality, Intellectual Property Rights, moral rights or defamation); and
- c. indemnifies Infrastructure NSW (and its sub-licensees) against all loss, damage or costs arising from a breach of the above warranty.

By entering the Competition, each Competitor indemnifies Infrastructure NSW (and its sub-licensees) against all loss, damage or costs arising from claims by third parties for breach

of their Intellectual Property Rights. This indemnity excludes any acts or omissions by Infrastructure NSW or its employees, agents or consultants that cause or contribute to the loss, damage or costs.

17.3 Release and Indemnity

The Competitor releases, and indemnifies, Infrastructure NSW from and against any claim, liability or loss (including any claim made by, or liability to, a third-party) which Infrastructure NSW suffers or incurs arising out of, or in respect of or, in connection with, these Conditions or the Competition and including:

- a. to the extent permitted by law, any right which the Competitor has in respect of any alleged misrepresentation or misleading or deceptive conduct on the part of Infrastructure NSW in providing Competition information (Competition Information) or the involvement of a person with the Competition or in connection with the preparation and lodgement of a Submission;
- b. Infrastructure NSW exercising or failing to exercise, in whole or in part, its rights under these Conditions; or
- c. any act or omission of Infrastructure NSW, the Jury, Competition Advisor or any other Advisor to Infrastructure NSW in relation to the Competition.

17.4 Moral Rights

In relation to any publication, exhibition or public dissemination of design concepts and other submitted materials, Infrastructure NSW will take all reasonable actions to preserve the

moral rights of the Competitor. The Competitor warrants that in preparing, submitting and presenting their entry there has been no infringement of the moral rights of others, except where they have obtained necessary consents, indemnities or licences from affected third parties.

17.5 Transfer of Rights

Subject to this clause 5.14, Competitors are prohibited from selling, assigning or transferring any of their rights in relation to participation in the Competition to a third party at any point during this Competition.

If a Competitor seeks to sell, assign or transfer any of their rights in relation to participation in Stage Two of the Competition to another legal entity, the Competitor must submit a request to the Competition Advisor. Infrastructure NSW may, in its absolute discretion, approve or reject the request, including subject to any conditions.

17.6 Privacy

Competitors are notified that:

- personal information about individuals connected with the Competitor and with the Competitor's proposed supply of the Services is being collected in the Submission submitted in response to this Competition,
- personal information is being collected by Infrastructure NSW for the purposes of assessing the Competitor's Submission and, if the Competitor becomes the Consultant, for the purpose of entering into and

then managing the Contract with the Competitor,

- the intended recipient of the information is Infrastructure NSW. Infrastructure NSW may disclose the information to its external advisors and to other suppliers engaged by Infrastructure NSW to assist it in the Project to which this Competition relates
- the supply of the information by relevant individuals is voluntary, but if the information is not provided the Submission may be a Non-Conforming Submission and Infrastructure NSW may not be able to consider it,
- individuals have a right of access to, and correction of, the information collected by Infrastructure NSW under section 14 of the Privacy and Personal Information Protection Act 1998 (NSW),

The Competitor warrants that:

- for the purposes of section 9 of the Privacy and Personal Information Protection Act 1998, each individual whose information is submitted with the Competitor's Submission (including all referees) has authorised Infrastructure NSW to collect and the Competitor to supply Infrastructure NSW with, that individual's personal information. If required by Infrastructure NSW, the Competitor must provide Infrastructure NSW with signed written authorisations to that effect from the relevant individuals; and
- the Competitor has given a copy of this clause ("Privacy") of these

Conditions to each individual whose personal information is included in its Submission.

17.7 Exceptions to Non-Disclosure

A party may disclose Confidential Information that has been disclosed to it:

- where such disclosure is made to those of its employees, advisors, related bodies corporate and shareholders who:
 - have a need to know (and only to the extent each has a need to know); and
 - are aware and agree that the information that is to be disclosed must be kept confidential; or
- which, at the time of disclosure, is within the public domain or after disclosure comes into the public domain other than by a breach or breaches by any party of any obligation owed to the other party; or
- where:
 - required by law or any order of any court, tribunal, authority, regulatory body or the rules of any securities exchange (whether in Australia or elsewhere) to be disclosed; and
 - the party ensures that information is disclosed only to the extent reasonably and lawfully required.

17.8 Infrastructure NSW's Reserved Rights

Infrastructure NSW and the Competition Advisor, in association with the Probity Advisor reserve the right (in so far as relevant to Infrastructure NSW or the Competition Advisor), in its absolute discretion by notice to each potential Competitor:

- a. to seek to verify compliance by a Competitor with the Conditions at any time whether by way of enquiry of a Competitor or otherwise;
- b. to suspend or abandon the Competition at any time without advising Competitors of any reason;
- c. for the Jury to select the Nominated Winner and Reserve Winner, and Infrastructure NSW to proceed to enter into the Contract with the Nominated Winner or Reserve Winner (subject to clause 7.5), even if the their Submission does not satisfy one or more of the Evaluation Criteria;
- d. to vary, amend, change or modify any aspect of this Competition, in which case Infrastructure NSW will issue an addendum to all Competitors and any such addendum will become part of this Competition;
- e. to vary, amend, change of modify the Services and/or the Design Brief during Stage One and Stage Two, in which case Infrastructure NSW will issue an addendum to the Shortlisted Competitors and any such addendum will become part of this Competition;
- f. to defer the Competition Closing Time or any other date under this Competition;
- g. to restrict the period during which Infrastructure NSW will accept questions during Stage One and Stage Two and reserves the right for the Competition Advisor not to respond to any question or request, irrespective of when such question or request is received;
- h. to identify or publish the name of Competitors and publish Submissions, in whole or in part, in digital or print format, and to display or not display Submissions of any Competitor including a disqualified Competitor or Competitor that does not progress through to Stage One or Stage Two, in accordance with clause 17.1.3;
- i. to exhibit, publish or make publicly available Submission materials, in accordance with these Conditions;
- j. not to exhibit any inappropriate or offensive Submission;
- k. not to enter into the Contract with any Competitor (including the Nominated Winner or Reserve Winner), not to proceed with the Submission of the Winner selected by the Jury or any other Competitor and not to proceed with the Project or any other activity in relation to the Competition if it is reasonable and necessary to do so;
- l. to cease to proceed with the process outlined in this Competition or any subsequent process;

- m. to not consider any Submission lodged by a Competitor who fails to comply with the Conditions;
- n. accept all or part of a Submission;
- o. to replace members and to nominate additional members to the Jury in the event of one or more nominated Jury Members resigning, being unable to continue to act or breaching the terms of appointment at any time;
- p. not to enter into Contract with any party that has not been reviewed and approved against the risk compliance criteria;
- q. if permitted by law, appoint an alternative Consultant to provide the Services if Infrastructure NSW terminates any Contract with the Consultant;
- r. to require the incorporation of design amendments pending Jury commentry to be undertaken post-competition.
- s. to set aside a Submission that does not demonstrate the ability to meet Criterion 6: Compliance with Budget in accordance with clause 8.5;
- t. to require a meeting, should any of the Competitor's proposed departures to the Contract (see clause 7.2) be considered unacceptable; and/or
- u. to seek references from a Competitor at anytime prior to the close of Stage Two,

18. LIABILITY

18.1 Costs and Disbursements

Infrastructure NSW and the Competition Advisor will accept no responsibility for any costs incurred by a Competitor resulting in any way from:

- a. their participation in the Competition;
- b. its Submission whether before or after the submission date, whether incurred directly by it or its Advisors and regardless of whether such costs arise as a direct or indirect consequence of any amendments made to this Competitions by Infrastructure NSW at any time; and

All costs associated with the preparation and submission of an entry in the Competition, including labour, materials, and any indirect costs such as photography, travel and sub-consultant costs must be met by the Competitor.

Each Competitor will be responsible for any tax implications in Australia or any other jurisdiction arising from the payment of honoraria, fees or any other payment relating to the Competition.

Infrastructure NSW may withhold from any payment to a Competitor any amount prescribed by law and pay the net amount to the Competitor in full satisfaction of such payment.

18.1.1 Preparation of Submissions

Infrastructure NSW will not be responsible for, nor pay for, any expense or loss that may be incurred by a Competitor in the preparation of their Submission.

18.2 No Liability

Infrastructure NSW, Advisors and Jury Members will have no liability arising from these Conditions or the Competition, including (to the extent permitted by law) in relation to:

- c. rights of the Competitor or any associate regarding any alleged misrepresentation in the provision of information as part of the Competition; and
- d. any Competitor information, including proprietary or confidential information, designs or other material during its submission or at any time while in the possession of Infrastructure NSW.

The Competitor shall have no claim or entitlement arising from these Conditions or the Competition. Each Competitor releases Infrastructure NSW, Advisors and Jury Members from and against any claim, liability or loss (including any claim made by, or liability to, a third party) arising out of or in respect of or in connection with these Conditions or the Competition.

19. NO ENQUIRY

The Competitor acknowledges that the information provided by Infrastructure NSW has been or will be given in good faith and that Infrastructure NSW has no knowledge that the information provided by Infrastructure NSW is misleading or deceptive.

The Competitor acknowledges however that Infrastructure NSW has no obligation to make enquiries to verify Infrastructure NSW Information.

The information contained in or in connection with this document or otherwise provided in the course of the Competition is intended only as an explanation of Infrastructure NSW's requirements and is not intended to form the basis of a Competitor's decision on whether to:

- a. submit a Submission; and/or
- b. enter into any contractual relationship with Infrastructure NSW,

By lodging a Submission the Competitor warrants that it has not relied on that information but formed its own judgements as to whether or not to do so.

The information provided in this document does not purport to be all-inclusive or to contain all information that a Competitor may require to complete their Submission.

Infrastructure NSW will not be liable for any loss or damage arising as a result of reliance on the information it provides during this Competition process.

Subject to any contrary provisions of the Contract, if any, and to the extent permissible at law, Infrastructure NSW is not liable for errors and omissions in this document, or in any information supplied by Infrastructure NSW to Competitors during the Competition process, whether Infrastructure NSW is negligent or otherwise.

Infrastructure NSW does not warrant the accuracy or completeness of any information contained in this document or which may be provided to Competitors.

20. INTERPRETATION

In these Conditions, unless a contrary intention is apparent:

Advisors means any party providing advice to the Competition, as set out in clause 15.

Authorised Representative means a person who is authorised to act on behalf of a Competitor in relation to all matters required as set out in clause 5.5, as the single point of contact with the Competition Advisor.

Closing Time means the latest time by which Submissions must be received as set out in clause 4.4.

Competition means the Harbour Park Design Competition.

Competition Advisor has the meaning given in clause 15.3.

Competition Documents means the documents as set out in clause 4.5.

Competition Information means any information directly or indirectly disclosed by, or on behalf, of Infrastructure NSW, and the Competition Advisor to a Competitor connected directly to the Competition.

Competitor means a party, including all entities, advisors and key personnel, that submits a Stage One or Stage Two Submission in accordance with the Conditions and that Submission has been accepted as compliant.

Competitor Composition means the manner in which Competitors and their teams are composed in Stage One and Stage Two, in accordance with clause 5.6.

Consultant means the Nominated Winner or Reserve Winner (subject to clause 7.5) that executes the Contract following the completion of the Competition.

Contract means the Professional Services Contract to be executed between the Winner and Infrastructure NSW.

Design Brief means the document as set out in clause 4.5 of these Conditions outlining Infrastructure NSW's intent and the design considerations and requirements for Competitors Submissions.

Design Team means the entities that fulfil the expertise as listed in clause 5.6.1.

Evaluation Criteria means the criteria to be evaluated by the Jury as set out in clause 8.

Fee Band has the meaning set out in clause 6.6.

First Nations Working Group means the working group established by Infrastructure NSW to provide advice in accordance with clause 5.8.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Institute means the Australian Institute of Landscape Architects.

Intellectual Property Rights means any and all intellectual property rights throughout the world, including copyright (including future copyright), trademark, design, patent and circuit layout rights and all other intellectual property rights, whether registered or unregistered and whether registrable or not.

Jury refers to the panel nominated for evaluation of Competition Submissions as set out in clause 15.5.

Jury Member means each member of the Jury as set out in clause 15.5.

Key Personnel refers to the individuals nominated by a Competitor in their Submission.

Landscape Architect means an entity that is registered with a recognised landscape architecture registration authority.

Lead Designer means the entity that meets the eligibility requirements of clause 5.2(a) and will be the contracting party, should the Competitor be successful.

Nominated Winner means the Shortlisted Competitor scored by the Jury to be ranked first place.

Presentation File means a file for purposes of a Jury presentation, submitted in accordance with clause 10.4.

Project Design Director means the nominated person responsible for leading all key design decisions.

Probity Advisor has the meaning set out in clause 15.4.

Project means the construction and full delivery of Harbour Park.

Register means to lodge a registration form in accordance with clause 4.1.

Registrant means a person who registers to participate in the Competition in accordance with these Conditions.

Registrant Number means the number supplied to all compliant Registrants upon registering to participate in the Competition.

Registration Form means the form provided for purposes of registering as a Competitor.

Registration Period means the period in which Registration Forms must be received, in accordance with these Conditions.

Reserve Winner means the Shortlisted Competitor scored by the Jury to be ranked second place.

Schedule means the Schedule set out in clause 4.4

Scope of Services means Document 4.1.2 (titled Services Brief), which is an attachment to the Contract.

Services means the services required to be provided by the Consultant in accordance with the Contract and these Conditions.

ShareFile means the system by which all materials are exchanged between the Competitor and the Competition Advisor as set out in clause 9.1.

Shortlisted Competitor means a Competitor that has been shortlisted to participate in Stage Two of the Competition.

Stage One means the first stage of the Competition.

Stage One Submission means all documents, designs, drawings, works, materials, concepts, ideas, and other items submitted as part of, or in relation, to Stage One of the Competition lodged in accordance with clause 7.1.

Stage Two means the second stage of the Competition.

Stage Two Submission means all documents, designs, drawings, works, materials, concepts, ideas, and other items submitted as part of, or in relation, to Stage Two of the Competition in accordance with clause 7.2.

Sub-Consultants means all consultants nominated in accordance with clause 8.6, to be engaged by the Consultant, post-competition.

Submission means documents, designs, drawings, works, materials, concepts, ideas, and other items submitted as part of, or in relation, to Stage One or Stage Two of the Competition lodged in accordance with clauses 7.1 and/or 7.2.

Technical Team means entities that fulfil the expertise as listed in clause 5.6.3.

Workshop means one-on-one sessions with Shortlisted Competitors during Stage Two in accordance with clause 10.2.



| Code | Description | | | | | PROPONENT | |
|----------|------------------------------------------------------------------------------------|-----|-----|------|-------|-----------|--|
| | | QTY | UOM | Rate | Total | Comments | |
| A | DEMOLITION AND EXCAVATION | | | | | | |
| | Minor demo works including site clearance | | | | | | |
| | Sediment and erosion control | | | | | | |
| | Regenerate soil and vegetation | | | | | | |
| | Disposal off site, stating classification | | | | | | |
| | Imported fill, stating material | | | | | | |
| | contamination risk allowance | | | | | | |
| | TOTAL Demo and Excavation | | | | | | |
| B | HARD LANDSCAPING | | | | | | |
| | <u>In situ Paving</u> | | | | | | |
| | Stone | | | | | | |
| | Decomposed Gravel | | | | | | |
| | Water edge | | | | | | |
| | Stone Slabs | | | | | | |
| | <u>Gravel</u> | | | | | | |
| | Gravel 1 | | | | | | |
| | Gravel 2 | | | | | | |
| | Gravel 3 | | | | | | |
| | <u>Kerbs</u> | | | | | | |
| | Along Eastern boundary | | | | | | |
| | Description | | | | | | |
| | <u>Tactiles</u> | | | | | | |
| | No stairs | | | | | | |
| | <u>Surface Drains</u> | | | | | | |
| | Assume Surface Drain | | | | | | |
| | <u>Subsoil Drains</u> | | | | | | |
| | Assume Subsoil Drain | | | | | | |
| | TOTAL Hard Landscaping | | | | | | |
| C | SCREEN WALLS/RETAINING WALLS | | | | | | |
| | Allowance for screen walls | | | | | | |
| | Allowance for retaining walls/structures | | | | | | |
| | TOTAL Screen Walls/Retaining Walls | | | | | | |
| D | FENCES/GATES | | | | | | |
| | <u>Fences</u> | | | | | | |
| | Temporary event fencing | | | | | | |
| | <u>Gates</u> | | | | | | |
| | Temporary entry and exit gate | | | | | | |
| | TOTAL Fences/Gates | | | | | | |
| E | FURNITURE, FITTINGS AND THE LIKE | | | | | | |
| | <u>Furniture</u> | | | | | | |
| | Bins complete including pad footing etc; | | | | | | |
| | Drinking fountain complete including supply, pad footing etc; description | | | | | | |
| | Cycle racks complete; description | | | | | | |
| | Bollards complete including footing; | | | | | | |
| | Public art throughout | | | | | | |
| | Playground | | | | | | |
| | Street furniture | | | | | | |
| | total Furniture etc | | | | | | |
| | ARTWORK | | | | | | |
| | <u>Moon vessel</u> | | | | | | |
| | Vessel surface area, bottom face | | | | | | |
| | Vessel surface area, top face | | | | | | |
| | Vessel volume | | | | | | |
| | Columns CHS88.9 | | | | | | |
| | Column plinths volume | | | | | | |
| | Column pad footing | | | | | | |
| | Water feature below vessel (includes drainage and tanking etc) | | | | | | |
| | <u>Wind vessel</u> | | | | | | |
| | Vessel surface area, bottom face including cuts | | | | | | |
| | Vessel surface area, top face including cuts | | | | | | |
| | Vessel volume, 40mm thickness | | | | | | |
| | Columns CHS88.9 | | | | | | |
| | Column plinths volume | | | | | | |
| | Column pad footing | | | | | | |
| | <u>MEMEL VESSEL</u> | | | | | | |
| | Timber clad face | | | | | | |
| | Charred timber clad face | | | | | | |
| | Internal structure, bottom beams | | | | | | |
| | Internal structure, top beams | | | | | | |
| | Internal structure, bottom beams brace | | | | | | |
| | Internal structure, top beams brace | | | | | | |
| | Ground slab | | | | | | |
| | Bench seating complete; description | | | | | | |
| | Table complete; description | | | | | | |
| | Handrails; description | | | | | | |
| | Planters; description | | | | | | |
| | <u>Others</u> | | | | | | |
| | artists fees | | | | | | |
| | engineering in relation to art works | | | | | | |
| | TOTAL Artwork | | | | | | |
| F | LANDSCAPING | | | | | | |
| | Imported top soil, depth | | | | | | |
| | Turf | | | | | | |
| | Lawn Zone | | | | | | |
| | <u>Planting</u> | | | | | | |
| | Grassland | | | | | | |
| | Medicinal species | | | | | | |
| | Productive landscape | | | | | | |
| | Rainforest planting | | | | | | |
| | Wetland | | | | | | |
| | Wildflower meadow | | | | | | |
| | <u>Trees</u> | | | | | | |
| | <u>Metalwork</u> | | | | | | |
| | Tree grate; inside boundary | | | | | | |
| | Tree guard; description | | | | | | |
| | <u>Water</u> | | | | | | |
| | WSUD | | | | | | |
| | Water play | | | | | | |
| | Pond | | | | | | |
| | <u>Maintenance</u> | | | | | | |
| | Allow for maintenance of landscaping including fertilising, watering, mowing, etc. | | | | | | |
| | TOTAL Landscaping | | | | | | |
| G | WAYFINDING SIGNAGE | | | | | | |
| | <u>Way Signage</u> | | | | | | |
| | Elemental signage | | | | | | |
| | Directional signage | | | | | | |
| | planting signage | | | | | | |

| | | | | | | | | | | |
|----------------------------------------|------------------------------------------------------------------|--|--|--|--|--|--|--|----------|----|
| | TOTAL Wayfinding Signage | | | | | | | | | \$ |
| H | STRUCTURES | | | | | | | | | |
| | Retail Pavilion | | | | | | | | | |
| | Amenities Building; toilets | | | | | | | | | |
| | Storage | | | | | | | | | |
| | Retail | | | | | | | | | |
| | Bicycle Repair | | | | | | | | | |
| | TOTAL Structures | | | | | | | | | \$ |
| I | HYDRAULICS | | | | | | | | | |
| | <u>Cold Water Service, including all fittings, trenching etc</u> | | | | | | | | | |
| | Points including distribution and all interconnections | | | | | | | | | |
| | <u>Waste Pipework, including all fittings, trenching etc</u> | | | | | | | | | |
| | Points including distribution and all interconnections | | | | | | | | | |
| | Others; description SW allowance | | | | | | | | | |
| | TOTAL Hydraulics | | | | | | | | | \$ |
| J | IRRIGATION | | | | | | | | | |
| | <u>Irrigation including all fittings, sensors, trenching etc</u> | | | | | | | | | |
| | To lawn areas | | | | | | | | | |
| | To shrubbed areas | | | | | | | | | |
| | To trees; inside boundary | | | | | | | | | |
| | TOTAL Irrigation | | | | | | | | | \$ |
| K | ELECTRICAL SERVICES | | | | | | | | | |
| | Power systems | | | | | | | | | |
| | Communication systems | | | | | | | | | |
| | Security systems | | | | | | | | | |
| | Electrical Pits | | | | | | | | | |
| | Communication Pits | | | | | | | | | |
| | Others; description | | | | | | | | | |
| | Luminaires | | | | | | | | | |
| | Bollard lighting, complete; description | | | | | | | | | |
| | Lighting columns, complete; description | | | | | | | | | |
| | Feature lighting, complete; description | | | | | | | | | |
| | TOTAL Electrical Services | | | | | | | | | \$ |
| L | BUILDERS WORK IN CONNECTION | | | | | | | | | |
| | BWIC | | | | | | | | | |
| | TOTAL Builders Work in Connection | | | | | | | | | \$ |
| M | OTHERS, GENERAL | | | | | | | | | |
| | Description | | | | | | | | | |
| | TOTAL Others, General | | | | | | | | | \$ |
| N | PRELIMINARIES, SUPERVISION & MARGIN | | | | | | | | | |
| | Contractors Preliminaries, Supervision, Head Office Overheads | | | | | | | | | |
| | Margin | | | | | | | | | |
| | TOTAL Preliminaries, Supervision & Margin | | | | | | | | | \$ |
| O | Other costs | | | | | | | | | |
| | Enabling, infrastructure and lead-in works | | | | | | | | | |
| | Council costs and authority fees | | | | | | | | | |
| | Design and consultancy fees | | | | | | | | | |
| | Escalation - 24 months @2.5%p.a | | | | | | | | | |
| | Total | | | | | | | | | \$ |
| P | Contingency | | | | | | | | | |
| | Contingency | | | | | | | | excluded | |
| TOTAL (excluding CONTINGENCIES) | | | | | | | | | | \$ |

NB separate art budget estimates

\$ [redacted]

PROJECT BUDGET INCLUDING ARTWORK

[redacted] \$ [redacted]

adjustment to budget

EXCLUSIONS

- GST
- Land acquisition cost, land holding costs and charges associated
- Piling

| Code | Description | PROPONENT | | | | Comments |
|----------|-------------------------------------------|-----------|-----|------|-------|----------|
| | | QTY | UOM | Rate | Total | |
| A | DEMOLITION AND EXCAVATION | | | | | |
| | Minor demo works including site clearance | █ | █ | █ | █ | █ |
| | Sediment and erosion control | █ | █ | █ | █ | |
| | Regenerate soil and vegetation | █ | █ | █ | █ | |
| | Disposal off site, stating classification | | █ | | | |
| | Imported fill, stating material | █ | █ | █ | █ | █ |
| | contamination risk allowance | | | | | █ |
| | TOTAL Demo and Excavation | | | | █ | |
| B | HARD LANDSCAPING | | | | | |
| | <u>In situ Paving</u> | | | | | |
| | Stone | █ | █ | █ | █ | █ |
| | Decomposed Gravel | █ | █ | █ | █ | █ |
| | Water edge | █ | █ | █ | █ | █ |
| | Stone Slabs | █ | █ | █ | █ | █ |
| | <u>Gravel</u> | | | | | |
| | Gravel 1 | █ | █ | █ | █ | █ |
| | Gravel 2 | █ | █ | █ | █ | █ |
| | Gravel 3 | █ | █ | █ | █ | █ |
| | <u>Kerbs</u> | | | | | |
| | Along Eastern boundary | █ | █ | | \$ - | █ |
| | Description | | █ | | \$ - | |
| | <u>Tactiles</u> | | | | | |
| | No stairs | █ | █ | | █ | █ |
| | <u>Surface Drains</u> | | | | | |
| | Assume Surface Drain | | █ | | \$ - | |
| | <u>Subsoil Drains</u> | | | | | |
| | Assume Subsoil Drain | █ | █ | █ | █ | |
| | TOTAL Hard Landscaping | | | | █ | |
| C | SCREEN WALLS/RETAINING WALLS | | | | | |
| | Allowance for screen walls | | █ | | \$ - | |
| | Allowance for retaining walls/structures | | █ | | \$ - | |
| | TOTAL Screen Walls/Retaining Walls | | | | \$ | █ |
| D | FENCES/GATES | | | | | |
| | <u>Fences</u> | | | | | |
| | Temporary event fencing | | █ | | \$ - | |
| | <u>Gates</u> | | | | | |
| | Temporary entry and exit gate | █ | █ | █ | █ | |
| | TOTAL Fences/Gates | | | | █ | |
| E | FURNITURE, FITTINGS AND THE LIKE | | | | | |
| | <u>Furniture</u> | | | | | |
| | Bins complete including pad footing etc: | █ | █ | █ | █ | █ |

| Code | Description | PROPOSER | | | | Comments |
|------|---------------------------------------------------------------------------|----------|-----|------|-------|------------|
| | | QTY | UOM | Rate | Total | |
| | Drinking fountain complete including supply, pad footing etc; description | | | | | |
| | Cycle racks complete; description | | | | | |
| | Bollards complete including footing; [REDACTED] | | | | | |
| | Public art throughout | | | \$ - | | |
| | Playground | | | | | |
| | Street furniture | | | | | |
| | | | | | | |
| | total Furniture etc | | | | | |
| | ARTWORK (see separate data sheet) | | | | | |
| | <u>Moon vessel</u> | | | | | |
| | Vessel surface area, bottom face | | | | | [REDACTED] |
| | Vessel surface area, top face | | | | | [REDACTED] |
| | Vessel volume | | | | | [REDACTED] |
| | Columns CHS88.9 | | | | | [REDACTED] |
| | Column plinths volume | | | | | [REDACTED] |
| | Column pad footing | | | | | [REDACTED] |
| | Water feature below vessel (includes drainage and tanking etc) | | | | | [REDACTED] |
| | <u>Wind vessel</u> | | | | | |
| | Vessel surface area, bottom face including cuts | | | | | [REDACTED] |
| | Vessel surface area, top face including cuts | | | | | [REDACTED] |
| | Vessel volume, 40mm thickness | | | | | [REDACTED] |
| | Columns CHS88.9 | | | | | [REDACTED] |
| | Column plinths volume | | | | | [REDACTED] |
| | Column pad footing | | | | | [REDACTED] |
| | <u>MEMEL VESSEL</u> | | | | | |
| | Timber clad face | | | | | [REDACTED] |
| | Charred timber clad face | | | | | [REDACTED] |
| | Internal structure, bottom beams | | | | | [REDACTED] |
| | Internal structure, top beams | | | | | [REDACTED] |
| | Internal structure, bottom beams brace | | | | | [REDACTED] |
| | Internal structure, top beams brace | | | | | [REDACTED] |
| | Ground slab | | | | | [REDACTED] |
| | Bench seating complete; description | | | | | |
| | Table complete; description | | | | | |
| | Handrails; description | | | | | |
| | Planters; description | | | | | |
| | <u>Others</u> | | | | | |
| | artists fees | | | | | [REDACTED] |
| | engineering in relation to art works | | | | | [REDACTED] |

| Code | Description | PROPONENT | | | | Comments |
|----------|------------------------------------------------------------------------------------|-----------|-----|------|-------|------------|
| | | QTY | UOM | Rate | Total | |
| | TOTAL Artwork | | | | \$ - | |
| F | LANDSCAPING | | | | | |
| | Imported top soil, depth [REDACTED] | | | | \$ - | |
| | Turf | | | | | |
| | Lawn Zone | | | | \$ - | |
| | Planting | | | | | |
| | Grassland | | | | | [REDACTED] |
| | Medicinal species | | | | \$ - | |
| | Productive landscape | | | | \$ - | |
| | Rainforest planting | | | | \$ - | |
| | Wetland | | | | \$ - | |
| | Wildflower meadow | | | | \$ - | |
| | Trees | | | | | [REDACTED] |
| | Metalwork | | | | \$ - | |
| | Tree grate; inside boundary | | | | \$ - | |
| | Tree guard; description | | | | \$ - | |
| | Water | | | | \$ - | |
| | WSUD | | | | | [REDACTED] |
| | Water play | | | | | [REDACTED] |
| | Pond | | | | | [REDACTED] |
| | Maintenance | | | | \$ - | |
| | Allow for maintenance of landscaping including fertilising, watering, mowing, etc. | | | | | |
| | TOTAL Landscaping | | | | | |
| G | WAYFINDING SIGNAGE | | | | | |
| | Way Signage | | | | | |
| | Elemental signage | | | | | |
| | Directional signage | | | | | |
| | planting signage | | | | | |
| | TOTAL Wayfinding Signage | | | | | |
| H | STRUCTURES | | | | | |
| | Retail Pavilion | | | | \$ - | [REDACTED] |
| | Amenities Building; toilets | | | | | [REDACTED] |
| | Storage | | | | \$ - | [REDACTED] |
| | Retail | | | | | [REDACTED] |
| | Bicycle Repair | | | | | [REDACTED] |
| | TOTAL Structures | | | | | |
| I | HYDRAULICS | | | | | |
| | Cold Water Service, including all fittings, trenching etc | | | | | [REDACTED] |
| | Points including distribution and all interconnections | | | | | [REDACTED] |
| | Waste Pipework, including all fittings, trenching etc | | | | | |
| | Points including distribution and all interconnections | | | | | |
| | Others; description SW allowance | | | | | |

| Code | Description | PROPOSER | | | | Comments |
|----------|------------------------------------------------------------------|----------|-----|------|-------|------------------------------------------|
| | | QTY | UOM | Rate | Total | |
| | TOTAL Hydraulics | | | | | |
| J | IRRIGATION | | | | | |
| | <i>Irrigation including all fittings, sensors, trenching etc</i> | | | | | |
| | To lawn areas | | | | | |
| | To shrubbed areas | | | | | |
| | To trees; inside boundary | | | | | |
| | TOTAL Irrigation | | | | | |
| K | ELECTRICAL SERVICES | | | | | |
| | Power systems | | | | | |
| | Communication systems | | | | | |
| | Security systems | | | | | |
| | Electrical Pits | | | | | |
| | Communication Pits | | | | | |
| | Others; description | | | | | |
| | Luminaires | | | | | |
| | Bollard lighting, complete; description | | | | | |
| | Lighting columns, complete; description | | | | | |
| | Feature lighting, complete; description | | | | | |
| | TOTAL Electrical Services | | | | | |
| L | BUILDERS WORK IN CONNECTION | | | | | |
| | BWIC | | | | | |
| | TOTAL Builders Work in Connection | | | | | |
| M | OTHERS, GENERAL | | | | | |
| | Description | | | | | |
| | TOTAL Others, General | | | | | |
| N | PRELIMINARIES, SUPERVISION & MARGIN | | | | | |
| | Contractors Preliminaries, Supervision, Head Office Overheads | | | | | |
| | Margin | | | | | |
| | TOTAL Preliminaries, Supervision & Margin | | | | | |
| O | Other costs | | | | | |
| | Enabling, infrastructure and lead-in works | | | | | |
| | Council costs and authority fees | | | | | |
| | Design and consultancy fees | | | | | |
| | Escalation - 24 months @2.5%p.a | | | | | |
| | Total | | | | | |
| P | Contingency | | | | | |
| | Contingency | | | | | |
| | TOTAL (excluding CONTINGENCIES) | | | | | PARK ESTIMATE (EXCLUDING ARTWORK) |

INFRASTRUCTURE NSW
HARBOUR PARK DESIGN COMPETITION

PRICING TEMPLATE FOR PARK WORKS (ARTWORK SEPARATE)



| Code | Description | PROPONENT | | | | |
|------|-------------|-----------|-----|------|-------|----------|
| | | QTY | UOM | Rate | Total | Comments |

NB separate art budget estimates

| | | | |
|--------|----|--|----------------------------------|
| B | \$ | | PROJECT BUDGET INCLUDING ARTWORK |
| C | \$ | | ARTWORK COST |
| D= B-C | \$ | | REMAINING PARK BUDGET |

| | | | | | | |
|------------|------------|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|------------|

Harbour Park Design Competition

Preliminary Public Art Budget (Indicative 17/05/2023)

Please only complete blue cells

| Breakdown of Public Art Budget | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------|----------------------------------------------|----------------------------------------------------------|--------------------------------------|----------|
| Materials | Area <small>(m2 or quantity of units)</small> | Cost <small>(\$ per m2 or \$ per unit)</small> | Total Cost ex. GST <small>(\$)</small> | Percentage of Public Art Budget <small>(%)</small> | Location <small>(on site)</small> | Comments |
| Moon Vessel | | | | | | |
| Wind Vessel | | | | | | |
| Water Vessel | | | | | | |
| Total Materials | | | | | | |
| Fabrication | | | Total Cost ex. GST <small>(\$)</small> | Percentage of Public Art Budget <small>(%)</small> | | Comments |
| Moon Vessel | | | | | | |
| Wind Vessel | | | | | | |
| Water Vessel | | | | | | |
| Total Fabrication | | | | | | |
| Design Refinement Contingency | | | Total Cost ex. GST <small>(\$)</small> | Percentage of Public Art Budget <small>(%)</small> | | Comments |
| Concept Design Refinement Contingency | | | | | | |
| Design Development Contingency | | | | | | |
| <i>[duplicate rows for each Project Stage as necessary]</i> | | | | | | |
| Total Contingency | | | | | | |
| Miscellaneous <small>(i.e. labour, transportation, insurances, etc)</small> | | | Total Cost ex. GST <small>(\$)</small> | Percentage of Public Art Budget <small>(%)</small> | | Comments |
| Site Preparation | | | | | | |
| Installation | | | | | | |
| Artwork lighting | | | | | | |
| Storage (if applicable) | | | | | | |
| Insurances | | | | | | |
| <i>[complete and add rows as necessary]</i> | | | | | | |
| Total Miscellaneous | | | | | | |
| Fees <small>(Please ensure that the values captured in the rows below is exactly per Schedule 2 of Item 10 Fee Proposal)</small> | | | Total Cost ex. GST <small>(\$)</small> | Percentage of Public Art Budget <small>(%)</small> | | Comments |
| Artists | | | | | | |
| JN | | | | | | |
| CF | | | | | | |
| Engineering | | | | | | |
| Other specialists | | | | | | |
| <i>[if multiple artists, add rows as necessary]</i> | | | | | | |
| Art Curator (if applicable) | | | | | | |
| Total Fees | | | | | | |
| TOTAL | | | | | | |



Harbour Park Design Competition

STAGE TWO

Attachment E
Risk Report Template



RISK REPORT TEMPLATE

To be submitted as Item 7 – Risk Report

7.1 – Management Systems

[Redacted]

[Redacted]

[Redacted]

Work Health and Safety Management System (WHS)

[Redacted]

7.2 – Insurances

[Redacted]

[Redacted]

[Redacted]

Public Liability

[Redacted]

[Redacted]

7.3 – Procurement Policy Requirements

[Redacted]

[Redacted]

[Redacted]



ANNEXURE "D" – Confidentiality Deed Poll

Confidentiality Deed Poll

| | |
|---------------------------|--------------------------------|
| Date | |
| Name | (Recipient) |
| Organisation | |
| In favour of | Infrastructure NSW "Principal" |
| In relation to the | (Permitted Use) |

BACKGROUND

- A The Principal is considering disclosing to the Recipient certain Confidential Information for the Permitted Use.
- B Improper use or disclosure of the Confidential Information could damage the Principal's ability to perform its governmental/ statutory functions and could result in irreparable harm to the Principal.
- C The Recipient acknowledges the desire and right of the Principal to protect Confidential Information.
- D The parties have agreed that the Principal will disclose the Confidential Information to the Recipient for the Permitted Use on the terms and conditions of this Deed.

AGREED COVENANTS

1 Definitions and Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Confidential Information means:

- (a) information or any Personal Information disclosed by or on behalf of the Principal to the Recipient or its Representatives (or of which the Recipient or its Representatives become aware) in the course of discussions in relation to the Permitted Use;
- (b) information acquired by the Recipient or its Representatives in the course of discussions prior to the date of this Deed in relation to the Permitted Use;
- (c) any Document or other correspondence provided by the Principal to the Recipient, that:

- (i) is by its nature confidential; and / or
- (ii) is designated as confidential by the Principal from time to time; and
- (d) any other information which by its nature should reasonably be considered to be the confidential information of the Principal, or which the Recipient knows is confidential,
- (e) knows is confidential,

whether or not marked as "Commercial in Confidence", "NSW Sensitive: Government", "NSW Sensitive: Cabinet", "Cabinet in Confidence" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which:

- (a) the Recipient can demonstrate to be in the public domain or was known to the Recipient at the time of disclosure other than through a breach of this Deed;
- (b) is in the lawful possession of the Recipient without restriction in relation to disclosure before the date of receipt of the information from the Principal;
- (c) was independently developed by the Recipient; or
- (d) is required by Law to be disclosed.

Deed means this Deed Poll.

Document includes:

- (a) paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- (b) any material from which sounds, images, writing or messages can be reproduced.

Law means the common law and any legislation of the Parliament of the Commonwealth of Australia, of any State or Territory of the Commonwealth of Australia or of any other jurisdiction in force at any time and any rule, regulation, ordinance, by-law, statutory instrument, order or notice at any time made under that legislation and, in each case, any consolidations, amendments, re-enactments and replacement and any order of a court, tribunal, governmental or regulatory body or the listing rules of the ASX Limited.

Notes means any notes or other Documents which include the Confidential Information or any summary, extract or part of it.

Personal Information has the same meaning as in the Privacy and Personal Information Protection Act 1998 (NSW).

Personnel means, as applicable, an officer, employee, agent, contractor, subcontractor, or professional adviser of the Principal that is engaged in connection with the Permitted Use.

Privacy Laws means the Privacy and Personal Information Protection Act 1998 (NSW), the Privacy Act 1988 (Cth), any applicable principles, codes of conduct or directions issued under those Acts and all other applicable Laws relating to privacy or personal information.

Representative means an employee, officer, agent, adviser or consultant of the Recipient engaged in connection with the Permitted Use.

1.2 Interpretation

Except where the context otherwise requires:

- (a) the clause and clause headings are for reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (b) words in the singular include the plural and vice versa;
- (c) words importing a gender include any other gender;
- (d) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (e) a reference to a clause or a clause heading is a reference to a clause or clauses in this Deed; and
- (f) whether a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

2 Disclosure and Use of Confidential Information

2.1 Recipient obligations

The Recipient warrants and represents that it will:

- (a) subject to clause 2.5, keep confidential and not disclose to any person the Confidential Information;
- (b) not use or permit the use of the Confidential Information for any purpose other than the Permitted Use unless authorised by a separate agreement between the parties and then only to the extent permitted by that agreement;
- (c) not introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Principal and its Personnel;
- (d) not copy or reproduce the Confidential Information except to the extent necessary for the Permitted Use;
- (e) not make Notes except to the extent necessary for the Permitted Use; and
- (f) not attempt to access any Confidential Information other than the Confidential Information that they need to know and access for the purposes of the Permitted Use.

2.2 Comply with Privacy Laws

In relation to any Personal Information provided by the Principal to the Recipient in connection with this Deed, the Recipient warrants that it will comply with all applicable Privacy Laws including, if applicable, obtaining the consent of each individual to whom the Personal Information relates for the collection use and disclosure of that Personal Information.

2.3 Not cause breach by the Principal

Where the Recipient is required to access, collect or disclose Personal Information on behalf of the Principal, then the Recipient must comply with the Privacy and Personal Information Protection Act 1998 (NSW) as if it were the Principal accessing, collecting or disclosing the Personal Information.

2.4 Security measures

The Recipient must ensure that any Confidential Information in its and / or any Representatives possession, custody or control is kept secure at all times. Without limiting this obligation, where the Recipient has access to Confidential Information by password or other secure means, the Recipient must not disclose that password or means of access to any other person unless it has been authorised in writing to do so by the Principal.

2.5 When Recipient may disclose

The Recipient may disclose the Confidential Information:

- (a) with the prior written consent of the Principal;
- (b) to other Personnel or its Representatives, but only to the extent that each has a need to know the Confidential Information for the purposes of the Permitted Use; and
- (c) subject to clause 2.6, to the extent required by Law to do so.

2.6 Disclosure required by Law

If the Recipient is required by Law to disclose any Confidential Information the Recipient must before doing so immediately notify the Principal and comply with any reasonable direction given by, or requirements of the Principal.

2.7 Inspections and audit

The Recipient consents, and must procure the necessary consents from any Representatives, to which the Confidential Information is disclosed by the Recipient, to such inspections and audits as may be reasonably required by the Principal for the purpose of auditing compliance by the Recipient and any relevant Representatives with the terms of this Deed.

2.8 Breach of confidentiality obligations

If the Recipient becomes aware of any actual, threatened or suspected breach of this Deed, including by the Recipient or any Representative of the Recipient, the Recipient must:

- (a) immediately notify the Principal in writing and take all steps necessary to remedy, prevent or stop the actual, threatened or suspected breach of this Deed and comply with any reasonable directions issued by the Principal regarding any unauthorised use or disclosure of the Confidential Information; and
- (b) provide such other assistance as may be reasonably required by the Principal, including in relation to any claim or proceedings that the Principal may bring against any third party for unauthorised use or disclosure of the Confidential Information.

3 Return of Confidential Information

If requested by the Principal, the Recipient must:

- (a) promptly return to the Principal all documents and other physical records of Confidential Information in its and / or any Representatives possession, custody or control; and
- (b) delete the Confidential Information from any computer system or other device operated or controlled by, or which may be accessed by, the Recipient and / or its Representatives to which the Confidential Information has been disclosed by the Recipient; and
- (c) provide a statutory declaration to the Principal confirming that all those records and any copies have been returned or erased, as appropriate.

provided that the Recipient may retain archival copies of any Confidential Information for legal and compliance purposes or to comply with any genuine document retention policy.

4 The Principal may enforce Deed

4.1 Recipient acknowledgements

The Recipient:

- (a) agrees that the obligations in this Deed are for the benefit of the Principal, and that the Principal may enforce the obligations contained in this Deed; and
- (b) acknowledges that:
 - (i) the Confidential Information is valuable to the Principal;
 - (ii) damages may not be an adequate remedy for the Principal for any breach of this Deed by the Recipient; and
 - (iii) the Principal is entitled to seek injunctive relief as a remedy for any breach or threatened breach of this Deed by the Recipient, in addition to any other remedies available at Law or in equity under or independently of this Deed.

4.2 Breach by Representative

Where the Recipient discloses the Confidential Information to a Representative, a breach of a provision of this Deed by the relevant Representative will be deemed to be a breach of this Deed by the Recipient.

5 Indemnity

The Recipient indemnifies and must keep indemnified the Principal in respect of any liability, loss, damage, cost or expense, suffered or incurred in connection with, or arising from:

- (a) any breach of this Deed by the Recipient or a Representative to which the Confidential Information has been disclosed by the Recipient; and / or
- (b) any disclosure of the Confidential Information by the Recipient or a Representative to which the Confidential Information has been disclosed by the Recipient.

6 General

6.1 No exclusion of Law or equity

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

6.2 Waiver

The Recipient acknowledges and agrees that:

- (a) no waiver by the Principal of one breach of any obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or of any other obligation or provision herein contained or implied; and
- (b) none of the provisions hereof shall be taken either at Law or in equity to have been varied, waived, discharged or released by the Principal unless by its express consent in writing.

6.3 Governing Law

This Deed will be governed by and construed in accordance with the Law in force in the State of New South Wales. Each party submits to the exclusive jurisdiction of the Supreme Court of New South Wales or the Federal Court of Australia, as relevant, and the courts competent to determine appeals from those courts.

6.4 Continuing obligation

The obligations of the Recipient under this Deed continue after the completion or termination of any employment, engagement or assignment in respect of the Permitted Use.

7 No Revocation or amendment

This Deed may not be revoked or otherwise modified or amended without the prior written consent of the Principal.

EXECUTED AS A DEED POLL

[This execution block to be used when the Recipient is a company]

Signed, sealed and delivered by **[insert company name (insert ABN)]** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of director/company secretary

Full name of director (print)

Full name of director/company secretary (print)

[This execution block to be used when the Recipient is an individual]

Signed, sealed and delivered by **[insert name of individual]** in the presence of:

Signature of witness

Signature of Recipient

Print name and position of witness (print)

Full name and position of Recipient (print)

Address of witness (print)

Address of Recipient (print)

Date:

ANNEXURE "E" – Statement of Associations and Interests

Statement of Associations and Interests

To: Infrastructure NSW ("the Principal")

I, (Name), acknowledge and agree that:

1. I declare below any associations and / or interests.
2. I am not aware of any existing or potential conflicts of interest between my personal interests and the impartial performance of my duties as a permanent or temporary employee, consultant, advisor, agent or contractor of the Principal, other than those declared below.
3. If I become aware of any actual or potential conflict of interest, I will disclose it to the Principal's Representative at the first reasonable opportunity.

List any associations and / or interests below:

.....

Signed

.....

Name and Organisation

Date:

ANNEXURE "F" – Schedule of Rates

The daily rate is the maximum amount that can be charged in respect of a person performing the Services in a day commencing at midnight and ending 24 hours later.

Any agreed Variations will be charged at the rates set out in Annexure F or as otherwise agreed between the parties.

ANNEXURE F - Schedule of Rates

| Harbour Park Design Competition | | | |
|---------------------------------------------------------------------|-------------|------------|-------------|
| Please provide \$ rates (ex. GST) in columns B-D for all personnel. | | | |
| Fee Template - Schedule of Rates | | | |
| | Hourly Rate | Daily Rate | Weekly Rate |
| | \$ ex GST | \$ ex GST | \$ ex GST |
| Required Design Consultants | | | |
| Lead Designer | | | |
| | | | |
| Principal | | | |
| Associate Principal | | | |
| Senior Associate | | | |
| Associate | | | |
| Senior Professional | | | |
| Professional | | | |
| Assistant / Graduate | | | |
| Student | | | |
| <i>[Add or delete rows as necessary]</i> | | | |
| Landscape Architect | | | |
| | | | |
| Design Director | | | |
| Senior Design Manager | | | |
| Project Team Lead | | | |
| Landscape Architect | | | |
| Graduate | | | |
| Technical / CAD | | | |
| <i>[Add or delete rows as necessary]</i> | | | |
| Architect | | | |
| | | | |
| Principal | | | |
| Associate Principal | | | |
| Senior Associate | | | |
| Associate | | | |
| Senior Professional | | | |
| Professional | | | |
| Assistant / Graduate | | | |
| Student | | | |
| <i>[Add or delete rows as necessary]</i> | | | |

Other Required Consultants

Designing With Country

| | |
|-------------------------------------|--|
| | |
| CWC Design Lead | |
| Senior Community Engagement Manager | |
| CWC Project Officer | |
| <i>[Add rows as necessary]</i> | |

Wind Consultant

| | |
|--------------------------------|--|
| | |
| Principal | |
| Associate Principal | |
| Associate | |
| Senior Specialist | |
| Senior Engineer | |
| Engineer | |
| Graduate Engineer | |
| Undergraduate Engineer | |
| BIM Manager | |
| Senior Modeller | |
| Modeller | |
| <i>[Add rows as necessary]</i> | |

Surveyor

| | |
|---------------------------------------|--|
| | |
| Field team | |
| Registered Surveyor (office) | |
| Graduate/Technician Surveyor (office) | |
| CAD | |
| <i>[Add rows as necessary]</i> | |

Civil Engineer

| | |
|------------------------|--|
| | |
| Principal | |
| Associate Principal | |
| Associate | |
| Senior Specialist | |
| Senior Engineer | |
| Engineer | |
| Graduate Engineer | |
| Undergraduate Engineer | |

| | | | |
|-----------------|--|--|--|
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |

[Add rows as necessary]

Geotechnical Engineer

| | | | |
|------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |

[Add rows as necessary]

Hydraulic Engineer

| | | | |
|------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |

[Add rows as necessary]

Structural Engineer

| | | | |
|---------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |

| | | | |
|------------------------|--|--|--|
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |

[Add rows as necessary]

Fire Engineer

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | | | |
|------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |

[Add rows as necessary]

Traffic Engineer

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | | | |
|------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |

[Add rows as necessary]

Acoustic Engineer

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | | | |
|-------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |
| [Add rows as necessary] | | | |

Planning Consultant

| | | | |
|-------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Senior Associate | | | |
| Associate | | | |
| Senior Professional | | | |
| Professional | | | |
| Assistant / Graduate | | | |
| Student | | | |
| [Add rows as necessary] | | | |

Universal Access and DDA Design Consultant

| | | | |
|--------------------------------|--|--|--|
| Director | | | |
| Associate Director / Associate | | | |
| Senior Access Consultant | | | |
| Access Consultant | | | |
| [Add rows as necessary] | | | |

Waste Engineer

| | | | |
|---------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |

| | | | |
|----------------------------------|--|--|--|
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |
| [Add rows as necessary] | | | |
| Irrigation Consultant | | | |
| | | | |
| Irrigation Consultant | | | |
| Team Leader - Drafting & Design | | | |
| Technical Director | | | |
| [Add rows as necessary] | | | |
| Arborist | | | |
| | | | |
| Director | | | |
| Senior Arboricultural Consultant | | | |
| [Add rows as necessary] | | | |
| Horticulturalist | | | |
| | | | |
| Director | | | |
| [Add rows as necessary] | | | |
| Environmental Consultant | | | |
| | | | |
| Director | | | |
| [Add rows as necessary] | | | |
| Soil Specialist | | | |
| | | | |
| Director | | | |
| [Add rows as necessary] | | | |
| Remediation Specialist | | | |
| | | | |
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |

| | | | |
|-------------------------|------------|--|--|
| Undergraduate Engineer | [Redacted] | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |
| [Add rows as necessary] | | | |

Electrical and Lighting Engineer/s

| | | | |
|-------------------------|------------|--|--|
| [Redacted] | | | |
| Principal | [Redacted] | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |
| [Add rows as necessary] | | | |

Security CPTED Consultant

| | | | |
|-------------------------|------------|--|--|
| [Redacted] | | | |
| Principal | [Redacted] | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |
| [Add rows as necessary] | | | |

Security Consultant

| | |
|---------------------|------------|
| [Redacted] | |
| Principal | [Redacted] |
| Associate Principal | |
| Associate | |

| | | | |
|--------------------------------------------------|--|--|--|
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |
| [Add rows as necessary] | | | |
| Heritage Consultant | | | |
| | | | |
| Senior Project Officer | | | |
| Peer Reviewer | | | |
| Project Officer | | | |
| [Add rows as necessary] | | | |
| Sustainability Consultant | | | |
| | | | |
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |
| [Add rows as necessary] | | | |
| Building Code of Australia Consultant | | | |
| | | | |
| Director | | | |
| Technical Director | | | |
| Building Surveyor | | | |
| [Add rows as necessary] | | | |
| Risk consultant | | | |
| | | | |
| Safety in Design Director/Senior Risk Consultant | | | |

| | | | |
|----------------------------------------------|--|--|--|
| Safety in Design Risk Consultant | | | |
| Project Risk Director/Senior Risk Consultant | | | |
| Project Risk Consultant | | | |
| [Add rows as necessary] | | | |

Artist team

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | | | |
|---------------------|--|--|--|
| Artist - Jacob Nash | | | |
| | | | |

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | | | |
|---------------------------------------------|--|--|--|
| Artist - Chris Fox | | | |
| Senior Art Strategist - [Redacted] | | | |
| Public Art Specialist Designer - [Redacted] | | | |
| Public Art Specialist Designer - [Redacted] | | | |
| | | | |

| | | | |
|-------------------------|--|--|--|
| [Add rows as necessary] | | | |
|-------------------------|--|--|--|

Discretionary Consultants

Pedestrian Modelling

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | | | |
|------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Engineer | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |
| BIM Manager | | | |
| Senior Modeller | | | |
| Modeller | | | |

Event and Venue Consulting

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | | | |
|------------------------|--|--|--|
| Principal | | | |
| Associate Principal | | | |
| Associate | | | |
| Senior Specialist | | | |
| Engineer | | | |
| Graduate Engineer | | | |
| Undergraduate Engineer | | | |

ANNEXURE "G" – Statutory Declaration and Subcontractor's Statement

Note: Statutory Declaration and Subcontractor's Statement is only required to be included with a payment certificate where the service requires a subcontractor or sub-consultant or where the contractor proposes to use one

| Statutory Declaration | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>I, _____ of _____ do solemnly and sincerely declare that:</p> <p>1. I am a representative of _____ ("Contractor") in the Office Bearer capacity of _____</p> <p>2. The Contractor has a contract with _____ to carry out certain works for _____ ("Contract")</p> <p>3. All workmen who are or at any time have been engaged on the work under the Contract have been paid in full all wages and allowances which have become payable to them by virtue of their employment on the Services under the Contract.</p> <p>4. All subcontractors who are or at any time have been engaged on the Work under the Contract have been paid in full all amounts which have become payable to them by virtue of their subcontracts with the Contractor.</p> <p>5. Attached to and forming part of this declaration is a signed statement (Subcontractor's Statement) given by the Contractor in its capacity as 'subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:</p> <p style="margin-left: 20px;">(a) under the Workers Compensation Act 1987, section 175B, in the form and providing the detail required by that legislation;</p> <p style="margin-left: 20px;">(b) under the Payroll Tax Act 2007, Schedule 2 Part 5, in the form and providing the detail required by that legislation; and</p> <p style="margin-left: 20px;">(c) under the Industrial Relations Act 1996, section 127, in the form and providing the detail required by that legislation.</p> <p>6. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.</p> <p>7. If the Contractor has subcontractors the Contractor has received from each of those subcontractors a statutory declaration and Subcontractor's Statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).</p> <p>8. All statutory declarations and Subcontractor's Statements received by the Contractor from subcontractors referred to in clause 7 were:</p> <p style="margin-left: 20px;">(a) given to the Contractor in its capacity as 'Principal Contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 ('Acts'); and</p> <p style="margin-left: 20px;">(b) given by the subcontractors in their capacity as 'Subcontractors' as defined in the Acts.</p> <p>9. I am not aware of anything that would contradict the statements made in the statutory declarations and Subcontractor's Statements provided to the Contractor by its Subcontractors.</p> | <p>Insert name of Declarant</p> <p>Insert address</p> <p>Insert name of Contractor and ABN if applicable Insert position title of Declarant Insert name of Counterparty to Contract and details of Contract</p> |

10. The period of the Contract covered by this declaration and the attached Subcontractor's Statement is from _____ to _____.
11. The Contractor is not, under any law, insolvent or unable to pay its debts as and when they fall due.

Insert the relevant payment period

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

Declared at _____ (place where declaration made)

on _____ (date of declaration) by

Signature of person making the declaration

Certificate of witness

I certify the following matters concerning the person who made the declaration (the declarant):

[* please strike out the option in each paragraph that does not apply]

1. * I saw the face of the declarant OR * I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering; and
2. * I have known the declarant for at least 12 months OR * I have confirmed the declarant's identity using the following identification document:

Identification document relied on (may be original or certified copy)

before me:

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

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

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

- | | | |
|-----------------------------------------------|----------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Workers Compensation | <input type="checkbox"/> Payroll tax | <input type="checkbox"/> Remuneration |
| s175B Workers Compensation Act 1987 | Schedule 2 Part 5 Payroll Tax Act 2007 | ss127, 127A Industrial Relations Act 1996 |

Sub-contractor: _____ ABN: _____

(Business name) _____

of (Address of Subcontractor) _____

has entered into a contract with:

(Business name of principal contractor) _____

ABN: _____ For work between: ____ / ____ / ____ and ____ / ____ / ____

and/or Payment Claim Details: _____

Nature of contract work: _____

DECLARATION

I, _____ a Director of / a person authorised by the subcontractor on whose (*delete as appropriate*) behalf this declaration is made, hereby state that the abovementioned subcontractor:

Is either

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

OR

- Has and will maintain in force valid workers compensation insurance, policy _____ (*Policy number*) held with _____ (*Insurance Company*) as indicated on the attached Certificate of Currency dated _____, in respect of work done in connection with the contract, during any period of the contract and has paid all workers compensation insurance premiums payable in connection with the contract (*Note 7*).

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

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

- Is Is not required to be registered as an employer under the Payroll Tax Act 2007 _____ (*Payroll tax client No.*)

- Has paid all pay-roll tax due in respect of employees who performed the work for the principal contractor, as required at the date of this statement (*Note 9*).

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

Signature _____ Full Name _____ (please print)

Position/Title _____ Dated _____

WARNING

Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000).
Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
The principal contractor must retain a copy of any written statement for a period of not less than five years (Pay-roll tax), six years (Remuneration) or seven years (Workers compensation).
This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

NOTES

2. This form is prepared for the purpose of section 175B of the Workers Compensation Act 1987, Schedule 2 Part 5 of the Payroll Tax Act 2007 and section 127 of the Industrial Relations Act 1996. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, pay-roll tax and remuneration payable by the subcontractor.
3. For the purpose of this statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity), referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal.
4. In order to meet the requirements of s127 Industrial Relations Act 1996, a statement in relation to remuneration must state the period to which the statement relates.
5. Section 127(6) Industrial Relations Act 1996 defines remuneration as 'remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'
6. Section 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'
7. Payment claim details – Where a subcontractor has entered into a payment schedule with a principal contractor they must identify the period or payment to which the statement applies.
8. An accurate description of the work covered by the contract must be included.
9. In completing the statement, a subcontractor declares that they are a sole trader or partnership without workers or subcontractors and is not required to hold workers compensation insurance.
10. In completing the statement, a subcontractor declares that workers compensation premiums payable up to and including the date(s) on the statement have been paid, and all premiums owing during the term of the contract will be paid.
11. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out work. If your business falls within this category you should also obtain statements from your subcontractors.
12. In completing the statement, a subcontractor declares that all pay-roll tax payable relating to work undertaken as part of the contract has been paid.
13. In completing the statement, a subcontractor declares that all remuneration payable has been paid.
14. It is noted that definitions of employer, employee, remuneration, and specific provisions for employers of outworkers in the clothing trades are as defined in s127A of the Industrial Relations Act 1996.
15. Failure to complete this statement may result in the principal contractor withholding any payment due to the subcontractor. Any penalty for late payment under the contract does not apply to any payment withheld under this subsection. Subcontractors may wish to keep a copy of the statement for their own records.

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

ANNEXURE "H" - Form of Supporting Statement

SUPPORTING STATEMENT BY HEAD CONTRACTOR REGARDING PAYMENT TO SUBCONTRACTORS

Supporting statement by head contractor regarding payment to subcontractors

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act.

Head contractor: _____

ABN: _____

1. has entered into a contract with: _____

OR

2. has entered into a contract with the subcontractors listed on page 2 of this statement

This statement applies for work between ___(Date)_____

inclusive (the construction work concerned), subject of the payment claim dated [date]

Declaration

I, ___[full name]_____

being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors, have been paid (not including any amount identified in the attachment on page 2 of this form as an amount in dispute).

NOTE: it is an offence under the Building and Construction Security of Payment Act 1999 for a head contractor to serve a payment claim on the principal, if it is not accompanied by a supporting statement that indicates that it relates to that payment claim. The maximum penalty is 1,000 penalty units (currently \$110,000) for corporations, or 200 penalty units (currently \$22,000) for an individual.

It is also an offence under the Act, for a head contractor to knowingly make a statement that is false or misleading in a material particular in the particular circumstances. The maximum penalty is 1,000 penalty units (currently \$110,000) for corporations, or 200 penalty units (currently \$22,000) or 3 months imprisonment (or both) for individuals.

SUPPORTING STATEMENT BY HEAD CONTRACTOR REGARDING PAYMENT TO SUBCONTRACTORS

Supporting statement by head contractor regarding payment to subcontractors

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the *Building and Construction Industry Security of Payment Act*.

Head contractor: [business name of head contractor]

ABN:

1. has entered into a contract with: [business name of sub contractor]

ABN:

Contract number/ identifier

OR

2. has entered into a contract with the subcontractors listed on page 2 of this statement

This statement applies for work between [start date] and [end date]

inclusive (the construction work concerned), subject of the payment claim dated [date]

Declaration

I, [full name]

being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this supporting statement and declare that, to the best of my knowledge and belief, all amounts due and payable to subcontractors, have been paid (not including any amount identified in the attachment on page 2 of this form as an amount in dispute).

NOTE: it is an offence under the *Building and Construction Security of Payment Act 1999* for a head contractor to serve a payment claim on the principal, if it is not accompanied by a supporting statement that indicates that it relates to that payment claim. The maximum penalty

is 1,000 penalty units (currently \$110,000) for corporations, or 200 penalty units (currently \$22,000) for an individual.

It is also an offence under the Act, for a head contractor to knowingly make a statement that is false or misleading in a material particular in the particular circumstances. The maximum penalty is 1,000 penalty units (currently \$110,000) for corporations, or 200 penalty units (currently \$22,000) or 3 months imprisonment (or both) for individuals.

Signature

Full name:

X

Position/ Title:

Date:

Attachment

Schedule of subcontractors paid all amounts due and payable

| Subcontractor | ABN | Contract number/identifier | Date of works (period) | Date of payment claim (head contractor claim) |
|---------------|-----|----------------------------|------------------------|-----------------------------------------------|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

Schedule of subcontractors for which an amount is in dispute and has not been paid

| Subcontractor | ABN | Contract number/identifier | Date of works (period) | Date of payment claim (head contractor claim) |
|---------------|-----|----------------------------|------------------------|-----------------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ANNEXURE "I" - Program

ANNEXURE "J" - Deed of Novation

DEED OF NOVATION

KEY DETAILS

| | | |
|---|-------------|--------------------------|
| 1 | Date | See Execution on page 81 |
|---|-------------|--------------------------|

| | | |
|---|-------------------------|-----------------------------------------------------|
| 2 | Parties | |
| | Outgoing Party | |
| | Name | Infrastructure NSW |
| | | ABN 85 031 302 516 |
| | Address | Level 27, 201 Kent Street, Sydney NSW 2000 NSW 2000 |
| | Attention of | ## |
| | Incoming Party | |
| | Name | ##Incoming Party |
| | | ##ABN/ACN/ARBN ##number |
| | Address | ## |
| | | ## |
| | Attention | ## |
| | Continuing Party | |
| | Name | ##Continuing Party |
| | | ##ABN/ACN/ARBN ##number |
| | Address | ## |
| | | ## |
| | Attention | ## |

| | | |
|---|-----------------|--------------------------------------------------------------------------------------------------------------------------|
| 3 | Contract | ##description of the relevant subcontract being novated between the Outgoing Party and the Continuing Party dated ##date |
|---|-----------------|--------------------------------------------------------------------------------------------------------------------------|

| | | |
|---|----------------------|-----------------|
| 4 | Governing law | |
| | State/Territory | New South Wales |

BACKGROUND

- A The Outgoing Party and the Continuing Party are parties to the Contract.
- B The parties to this deed have agreed to novate the Contract on the terms set out in this deed.

TERMS

1 Definitions and interpretation

1.1 Definitions

The following words have the following meanings in this deed, unless the context requires otherwise.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

Claim means any claim, demand, legal proceeding or cause of action, including any claim, demand, legal proceeding or cause of action:

- (a) based in contract (including breach of warranty);
- (b) based in tort (including misrepresentation or negligence);
- (c) under common law or in equity; or
- (d) under statute,

whether present, unascertained, immediate, future or contingent.

Continuing Party means the person described as such in item 2 of the Key Details.

Contract means the contract described in item 3 of the Key Details.

Effective Date means [## insert date or description of date].

GST Law has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Incoming Party means the person described as such in item 2 of the Key Details.

Key Details means the section of this deed headed Key Details.

Loss means liability, debt, cost, expense, interest, loss or damage.

New Contract means the new contract formed pursuant to clause 2.

Outgoing Party means the person described as such in item 2 of the Key Details.

1.2 Interpretation

The following apply in the interpretation of this deed, unless the context requires otherwise.

- (a) A reference to this deed or any other document is a reference to this deed or that other document as varied, novated or replaced in any way.
- (b) A reference to a law includes any law, principle of equity, statute and official directive of any governmental authority.
- (c) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (d) A reference to the singular includes the plural number and vice versa.
- (e) A reference to a gender includes a reference to each gender.
- (f) A reference to a party means a person who is named as a party to this deed.
- (g) A reference to a person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (h) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes and assigns.
- (i) An agreement on the part of, or in favour of, 2 or more persons binds or is for the benefit of them jointly and severally.
- (j) A reference to includes means includes but without limitation.
- (k) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (l) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and executing a document.
- (m) A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to, this deed.
- (n) A reference to time is to the time in the place where a thing is to be done, unless specified otherwise.
- (o) A heading is for reference only. It does not affect the meaning or interpretation of this deed.

2 Novation

On and from the Effective Date, the parties agree that, subject to clause 4, the Contract is extinguished and a new contract is created on the same terms and conditions as the Contract except that:

- (a) the Incoming Party is substituted for the Outgoing Party; and
- (b) each reference to the Outgoing Party must be read as a reference to the Incoming Party.

3 Rights and obligations under the New Contract

On and from the Effective Date, the parties agree that, subject to clause 4:

- (a) the Incoming Party enjoys under the New Contract all the rights and benefits conferred on the Outgoing Party under the Contract;
- (b) the Incoming Party is bound by the New Contract as the Contract relates to the Outgoing Party and assumes under the New Contract all the obligations of the Outgoing Party under the Contract; and
- (c) the Continuing Party is bound by the New Contract and must perform its obligations under the New Contract in favour of the Incoming Party.

4 Rights and obligations under the Contract

4.1 Release from future performance

The Continuing Party and the Outgoing Party release and discharge each other from all obligations to the other under the Contract which arise or fall due for performance on or after the Effective Date.

4.2 Accrued rights and obligations

- (a) Each of the Continuing Party and the Outgoing Party remain liable for all obligations to the other under the Contract which fell due for performance before the Effective Date and for any obligation which falls due for performance on or after the Effective Date solely because of anything done before the Effective Date as if the Contract had not been novated.
- (b) Nothing in this deed releases or discharges any Claim that the Continuing Party or the Outgoing Party may have against each other in connection with the Contract which accrued before the Effective Date, including any Claim which would have accrued if Loss had been suffered by it before the Effective Date as if the Contract had not been novated.

4.3 Incoming Party has no rights or obligations

The Incoming Party does not acquire any right, or assume any obligation or liability, under or in connection with the Contract which arose or accrued before the Effective Date or which relates to any act or omission before the Effective Date.

5 Indemnities

5.1 Indemnities

- (a) The Incoming Party agrees to indemnify the Outgoing Party against any Loss (including legal fees and expenses on a full indemnity basis) which the Outgoing Party suffers or incurs as a result of any act or omission of the Incoming Party under or in connection with the New Contract which occurs on or after the Effective Date.
- (b) The Outgoing Party agrees to indemnify the Incoming Party against any Loss (including legal fees and expenses on a full indemnity basis) which the Incoming Party suffers or incurs as a result of any act or omission of the Outgoing Party under or in connection with the Contract which occurs before the Effective Date.

5.2 Continuing indemnities

The indemnities in clause 5.1 survive the expiry or termination of this deed.

6 Consent and acknowledgements

6.1 Consent to novation

The Continuing Party consents to the novation of the Contract on the terms and conditions set out in this deed.

6.2 No breach under the Contract

The Continuing Party acknowledges and agrees that nothing in this deed or any of the transactions contemplated by this deed constitutes:

- (a) a breach of any term of the Contract;
- (b) an event of default under the Contract; or
- (c) any other event or circumstance which, with the giving of notice, lapse of time or fulfilment of any condition, would cause the acceleration of any payment to be made under, or the termination or enforcement of, the Contract.

6.3 Notices under the New Contract

The Continuing Party agrees that any notice (and other documents) given to the Incoming Party under or in connection with the New Contract must be left at or sent by post to the address, or sent by fax to the fax number, of the Incoming Party as specified in each case in item 2 of the Key Details.

7 Representations and warranties

7.1 General representations and warranties

Each party represents and warrants to the other parties [###on the date of this deed and on the Effective Date with reference to the facts and circumstances then existing] that:

- (a) it has power to enter into and to comply with its obligations under this deed and (in the case of the Incoming Party) the New Contract;
- (b) it has taken all necessary corporate action to authorise its entry into and to comply with its obligations under this deed and (in the case of the Incoming Party) the New Contract;
- (c) it has in full force and effect the authorisations necessary to enter into this deed and (in the case of the Incoming Party) the New Contract and to comply with its obligations under it and to allow it to be enforced; and
- (d) its obligations under this deed and (in the case of the Incoming Party) the New Contract constitute its binding obligations and are completely and lawfully enforceable against it in accordance with their terms, subject to laws generally affecting creditors' rights and to principles of equity.

7.2 Representations and warranties by the Continuing Party

The Continuing Party represents and warrants to the Incoming Party that:

- (a) it is not in breach of the Contract; and
- (b) it is not aware of any Claim that the Outgoing Party may have against it in connection with the Contract.

7.3 Reliance on representations and warranties

Each party acknowledges that each other party has executed this deed and agreed to take part in the transactions contemplated by this deed in reliance on the representations and warranties made to it in this clause 7.

8 GST

8.1 Interpretation

Terms used in this clause 8 which are not defined in this deed, but which are defined in the GST Law, have the meanings given to them in the GST Law.

8.2 Payment of GST

Amounts payable, and consideration to be provided, under any other provision of this deed exclude GST unless otherwise stated in this deed. If GST is payable on a supply made under or in connection with this deed (not being a supply the consideration for which is specifically described in this deed as being inclusive of GST), the recipient of the supply (**recipient**) must pay to the party making the supply (**supplier**) an amount equal to the GST payable on that supply at the time the recipient pays or provides any part of the consideration for the supply. The supplier must give a tax invoice to the recipient before the time when the recipient is required to pay or provide any part of the consideration for the supply.

8.3 Adjustment event

If an adjustment event arises in connection with a supply made under or in connection with this deed, the supplier must recalculate the GST payable to reflect the adjustment event and give the recipient an adjustment note as soon as reasonably practicable after the supplier becomes aware of the adjustment event. The adjustment amount must be paid without delay either by the recipient to the supplier or by the supplier to the recipient, as the case requires.

8.4 Reimbursement

Where a party (**payer**) must pay to another party (**payee**) an amount in respect of a cost, charge or expense (**outgoing**) of the payee, the amount payable is the sum of the amount of the outgoing less any input tax credit in respect of it to which the payee, or its GST group representative member, is entitled and, if the amount payable is subject to GST, an amount equal to that GST.

9 General

9.1 Costs and expenses

Subject to clause 9.2, each party must pay its own legal fees and expenses and other costs and expenses in connection with the negotiation, preparation and execution of this deed.

9.2 Stamp duty

All stamp duty (including fines, penalties and interest) payable on or in connection with this deed and any transaction contemplated by this deed must be borne by the Incoming Party. The Incoming Party must indemnify the Outgoing Party and the Continuing Party on demand against any liability for that stamp duty.

9.3 Entire agreement

This deed records the entire agreement between the parties, and supersedes all previous negotiations, understandings, representations and agreements, in relation to the subject matter of this deed.

9.4 Further assurance

Each party must do everything necessary, or reasonably required, by the other party, to give effect to this deed and the transactions contemplated by this deed.

9.5 Severability

If any part of this deed is for any reason unenforceable, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.

9.6 Counterparts

If this deed is signed in counterparts, then each counterpart is deemed an original and together they constitute one document.

9.7 Governing law and jurisdiction

This deed is governed by the law in force in the state or territory specified in item 4 of the Key Details and the parties submit to the non-exclusive jurisdiction of the courts of that state or territory.

EXECUTION

Executed as a deed on

Signed for and on behalf of
Infrastructure NSW by its authorised
delegate in the presence of:

Signature

Signature of authorised officer

Name

Name of authorised officer

Date: _____

[This execution block to be used when the Contractor is a company]

Signed by **[insert company name of
Contractor] [ABN]** in accordance with
section 127 of the Corporations Act 2001
(Cth):

Signature of Director

Signature of Company Secretary/Director

Full Name of Director

Full Name of Company Secretary/Director

Dated:

Dated:

[This execution block to be used when the Contractor is a partnership]

Signed by [insert name of the partner who is authorised to sign on behalf of the partnership] for and on behalf of **[insert name of Contractor] [ABN]** in the presence of:

Signature of Witness

Signature of Partner

Full Name of Witness

Full Name of Partner

Dated:

[This execution block to be used when the Contractor is an individual]

Signed by [insert name of individual] in the presence of:

Signature of Witness

Signature of Contractor

Print name

Full Name of Contractor

Address

Dated: